

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

DEPT: Health Services Agency *mt*

BOARD AGENDA # *B-8

Urgent Routine

AGENDA DATE June 9, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Independent and Personal Services Contractor Agreements in Excess of \$100,000 Between the Stanislaus County Health Services Agency and Various Contractors for Fiscal Year 2009-2010

STAFF RECOMMENDATIONS:

1. Approve the list of Independent and Personal Services Contractor Agreements between the Stanislaus County Health Services Agency and various contractors for Fiscal Year 2009-2010.
2. Authorize the Health Services Agency Managing Director or her Designee to sign the agreements.
3. Authorize the Health Services Agency Managing Director, her designee or successor, to negotiate and sign individual amendments to the agreements, not to exceed \$75,000.

FISCAL IMPACT:

The total amount for Fiscal Year 2009-2010 for contracts exceeding \$100,000 since the 2003-2004 Fiscal Year is \$12,078,986. The total amount for Fiscal Year 2009-2010 for contracts exceeding \$50,000 since the 2003-2004 Fiscal Year is \$487,151. The Health Services Agency's Fiscal Year 2009-2010 Proposed Budget includes the services to be provided under these agreements.

BOARD ACTION AS FOLLOWS:

No. 2009-388

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien
and approved by the following vote,
Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Independent and Personal Services Contractor Agreements in Excess of \$100,000 Between the Stanislaus County Health Services Agency and Various Contractors for Fiscal Year 2009-2010

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DISCUSSION:

The attached list of Independent and Personal Services Contractors includes direct medical providers, and other contractors to fulfill the mission of the Health Services Agency in providing medical care to County Indigents and other County patients, teaching services for the Family Medicine Residency program, and services to fulfill the County's public health mandates and other grant funded responsibilities. Consistent with the policy adopted by the Board of Supervisors on January 24, 2006, the attached list includes those contractors for whom board approval is required as the cumulative amount paid to these contractors by the Health Services Agency is more than \$100,000 since Fiscal Year 2003-2004, as well as those that are required to be reported to the Board of Supervisors, as the cumulative amount paid beginning Fiscal Year 2003-2004 is in excess of \$50,000.

The Attachment identifies those agreements, which are anticipated to be needed and executed during Fiscal Year 2009-2010.

POLICY ISSUES:

Execution of these agreements continues to support the Board's priorities of *A healthy community, Effective partnerships, and Efficient delivery of public services* through effectively securing available, needed resources in a planned, organized and compliant manner.

STAFFING IMPACT:

There is no staffing impact associated with this request.

Contracts FY0910 Over 100K

Department	Budget Unit	Contractor	Brief description of service provided or position held	Projected Cumulative Total 07/01/03-06/30/09	Proposed Contract Amount for FY07/01/09-06/30/10	Cumulative Contract Total
Health Services Agency	Admin	Scenic Faculty Medical Group	Professional Services	\$19,015,710	\$5,300,000	\$24,315,710
Health Services Agency	Admin	HFS Consulting – Healthcare Management	Management Consulting	\$87,609	\$32,064	\$119,673
Health Services Agency	Admin	Sage Associates - Compliance	Compliance (chart) auditing	\$361,761	\$52,100	\$413,861
Health Services Agency	Admin	Cardenas, Al	IT Systems Analyst	\$209,840	\$113,000	\$322,840
Health Services Agency	Admin	Sandner, Margery	IT Systems Analyst	\$140,003	\$71,000	\$211,003
Health Services Agency	Admin	Santino, Heidi	Foundation Executive Director	\$98,635	\$24,000	\$122,635
Health Services Agency	Clinic & Ancillary	MedEx	Urgent Care Provider -Staffing	\$3,944,644	\$475,000	\$4,419,644
Health Services Agency	Clinic & Ancillary	Williams, Robert Michael MD	Oncologist	\$3,683,150	\$575,000	\$4,258,150
Health Services Agency	Clinic & Ancillary	Caton, Robert MD	Orthopedic Surgeon	\$1,949,263	\$300,000	\$2,249,263
Health Services Agency	Clinic & Ancillary	McHenry Medical Group, Inc.	On-call Surgery/Urology Gastroenterology Services	\$1,699,394	\$65,738	\$1,765,132
Health Services Agency	Clinic & Ancillary	Guardsmark, Inc	Security	\$1,268,464	\$295,000	\$1,563,464
Health Services Agency	Clinic & Ancillary	Modesto Anesthesiology Medical Group - Residents	Resident Teaching/Medical Services	\$964,975	\$209,000	\$1,173,975
Health Services Agency	Clinic & Ancillary	Berrien, Stephen MD	Orthopedic Surgeon	\$886,833	\$200,000	\$1,086,833
Health Services Agency	Clinic & Ancillary	Tresenriter, Wesley	Physical Therapy Manager	\$929,091	\$145,094	\$1,074,185
Health Services Agency	Clinic & Ancillary	Stanislaus Orthopedic and Sports Medicine Clinic	Orthopedics	\$420,949	\$300,000	\$720,949

Contracts FY0910 Over 100K

Department	Budget Unit	Contractor	Brief description of service provided or position held	Projected Cumulative Total 07/01/03-06/30/09	Proposed Contract Amount for FY07/01/09-06/30/10	Cumulative Contract Total
Health Services Agency	Clinic & Ancillary	Sutter Gould Foundation	Ear, Nose & Throat (ENT) Physician	\$556,430	\$140,000	\$696,430
Health Services Agency	Clinic & Ancillary	Optioncare	Pharmaceutical Services	\$471,446	\$120,000	\$591,446
Health Services Agency	Clinic & Ancillary	Bairamian, Dikran MD	Neurosurgeon	\$452,738	\$70,000	\$522,738
Health Services Agency	Clinic & Ancillary	Clarke, Kathleen	Physical Therapist	\$402,033	\$87,688	\$489,721
Health Services Agency	Clinic & Ancillary	Walker, Catherine - Transcriptionist	Medical Transcription	\$380,049	\$80,000	\$460,049
Health Services Agency	Clinic & Ancillary	Halseth, Leslie Ann PA	Nurse Practitioner	\$353,642	\$53,988	\$407,630
Health Services Agency	Clinic & Ancillary	Romeo Medical Clinic, Inc.	Physician	\$287,389	\$90,000	\$377,389
Health Services Agency	Clinic & Ancillary	Dhaliwal, Gurpreet MD	Neurologist	\$279,679	\$87,700	\$367,379
Health Services Agency	Clinic & Ancillary	Jones, Vicki - Transcriptionist	Medical Transcriptionist	\$240,214	\$80,000	\$320,214
Health Services Agency	Clinic & Ancillary	Guldenpfennig, Craig	Physical Therapist Aide	\$305,504	\$1,949	\$307,453
Health Services Agency	Clinic & Ancillary	Fultz, Anne	Occupational Therapist	\$260,056	\$47,237	\$307,293
Health Services Agency	Clinic & Ancillary	Palecek, Denise	Staff Nurse	\$213,600	\$50,000	\$263,600
Health Services Agency	Clinic & Ancillary	Whitaker, Anita J NP	Nurse Practitioner	\$231,021	\$26,000	\$257,021
Health Services Agency	Clinic & Ancillary	Toyon Associates Inc.	Rural Health Cost Report	\$178,138	\$60,000	\$238,138
Health Services Agency	Clinic & Ancillary	Pochelle, Reva	Staff Nurse	\$177,350	\$30,000	\$207,350
Health Services Agency	Clinic & Ancillary	Fernandes, Tim	Physical Therapist	\$129,151	\$65,738	\$194,889

Contracts FY0910 Over 100K

Department	Budget Unit	Contractor	Brief description of service provided or position held	Projected Cumulative Total 07/01/03-06/30/09	Proposed Contract Amount for FY07/01/09-06/30/10	Cumulative Contract Total
Health Services Agency	Clinic & Ancillary	Winter, Randy MD	OB/GYN	\$162,318	\$14,250	\$176,568
Health Services Agency	Clinic & Ancillary	Mueller, Julius MD	Ophthalmologist	\$149,395	\$25,000	\$174,395
Health Services Agency	Clinic & Ancillary	Clare, Sean MD	OB/GYN	\$151,504	\$14,250	\$165,754
Health Services Agency	Clinic & Ancillary	Juarez, Bianca	Staff Nurse	\$147,313	\$9,303	\$156,616
Health Services Agency	Clinic & Ancillary	Hejlik, Richard	Pharmacist Per Diem	\$142,448	\$1,999	\$144,447
Health Services Agency	Clinic & Ancillary	Pfeffer, John MD	OB/GYN	\$129,867	\$14,250	\$144,117
Health Services Agency	Clinic & Ancillary	Ricks, Marvin MD	OB/GYN	\$81,968	\$20,000	\$101,968
Health Services Agency	Clinic & Ancillary	Zagaris, Kay NP	Nurse Practitioner	\$81,431	\$20,353	\$101,784
Health Services Agency	Indigent Health Care Program	Wynn, Soe L. DMD - AllStar Family Dentistry	Dental Services	\$1,489,008	\$350,000	\$1,839,008
Health Services Agency	Indigent Health Care Program	Shaw, Michael PhD, DDS	Oral Surgeon	\$1,599,702	\$110,000	\$1,709,702
Health Services Agency	Indigent Health Care Program	Tran, Anthony DDS – Standiford Dental Office	Dental Services	\$1,037,964	\$160,000	\$1,197,964
Health Services Agency	Indigent Health Care Program	Doctors Medical Center	Medical Services	\$586,186	\$150,000	\$736,186
Health Services Agency	Indigent Health Care Program	Varani, Antoine DDS	Dental Services	\$415,890	\$110,000	\$525,890
Health Services Agency	Indigent Health Care Program	PROFX Consulting	IHCP System Programmer	\$210,144	\$65,000	\$275,144
Health Services Agency	Indigent Health Care Program	Memorial Medical Center	Medical Services	\$149,099	\$60,000	\$209,099

Contracts FY0910 Over 100K

Department	Budget Unit	Contractor	Brief description of service provided or position held	Projected Cumulative Total 07/01/03-06/30/09	Proposed Contract Amount for FY07/01/09-06/30/10	Cumulative Contract Total
Health Services Agency	Indigent Health Care Program	Catholic Healthcare West – HCCL	Laboratory Services	\$7,655	\$204,000	\$211,655
Health Services Agency	Indigent Health Care Program	Nandeesh, Anu DDS	Dental Services	\$107,012	\$60,000	\$167,012
Health Services Agency	Indigent Health Care Program	Golden Valley Health Centers	Medical Services	\$113,677	\$35,000	\$148,677
Health Services Agency	Public Health	Center for Human Services – HBO/MAA	Multi Contracts Health Birth Outcomes Project & Medical Administrative Activities	\$542,373	\$180,000	\$722,373
Health Services Agency	Public Health	Koester, Sandra	Physical Therapist	\$462,835	\$76,857	\$539,692
Health Services Agency	Public Health	Stiers, Taryn	Physical Therapist	\$446,047	\$76,857	\$522,904
Health Services Agency	Public Health	Wenberg, Sharlyn	Occupational Therapist	\$397,745	\$68,697	\$466,442
Health Services Agency	Public Health	Marable, Judith	Physical Therapist	\$390,719	\$65,977	\$456,696
Health Services Agency	Public Health	West Modesto /King Kennedy Neighborhood – HBO/MAA	Multi Contracts Healthy Birth Outcomes Project & Medical Administrative Activities	\$276,843	\$150,000	\$426,843
Health Services Agency	Public Health	Reynolds, Naomi MD	Physician	\$283,795	\$69,295	\$353,090
Health Services Agency	Public Health	Fisher, Nancy Covell	Assistant Director Public Health	\$224,700	\$119,387	\$344,087
Health Services Agency	Public Health	Airport Neighbors United - HBO	Healthy Birth Outcomes Project	\$286,186	\$55,000	\$341,186
Health Services Agency	Public Health	Newman-Crowslanding Healthy Start/Newman Unified School District	Healthy Birth Outcomes Project	\$278,982	\$55,000	\$333,982

Contracts FY0910 Over 100K

Department	Budget Unit	Contractor	Brief description of service provided or position held	Projected Cumulative Total 07/01/03-06/30/09	Proposed Contract Amount for FY07/01/09-06/30/10	Cumulative Contract Total
Health Services Agency	Public Health	Family Support Network HBO/Oak Valley Hospital	Healthy Birth Outcomes Project	\$278,489	\$55,000	\$333,489
Health Services Agency	Public Health	Farley, Joy MD	TB/CHDP Physician	\$284,750	\$43,247	\$327,997
Health Services Agency	Public Health	Rio-Altura Health Start/Riverbank Unified School District	Healthy Birth Outcomes Project	\$269,925	\$55,000	\$324,925
Health Services Agency	Public Health	Yarbrough, Gina	Physical Therapist	\$221,215	\$55,098	\$276,313
Health Services Agency	Public Health	Lombardo-Cox, Lisa	Registered Dietician	\$215,338	\$24,000	\$239,338
Health Services Agency	Public Health	Sierra Vista - Hughson Family Resource Ctr	Healthy Birth Outcomes Project	\$144,083	\$65,000	\$209,083
Health Services Agency	Public Health	Schaffran, Michael	Clinical Laboratory Scientist	\$172,941	\$26,683	\$199,624
Health Services Agency	Public Health	Stokman, Anne	Keep Baby Safe Coordinator	\$171,911	\$19,000	\$190,911
Health Services Agency	Public Health	Aspiranet dba Moss Beach Homes, Inc. Aspira Behavioral Health, Turlock Family Resource Center	Healthy Birth Outcomes Project	\$85,379	\$55,000	\$140,379
Health Services Agency	Public Health	Nunes, Rose D	Breast Feeding Educator	\$123,989	\$9,000	\$132,989
Health Services Agency	Public Health	Lara, Erica	Program Assistant	\$92,648	\$23,587	\$116,235
Health Services Agency	Public Health	Miller, Mark J.	Public Health Lab Director	\$39,884	\$60,600	\$100,484
Health Services Agency	Total Proposed Contract Amount FY 07/01/09-06/30/10				\$12,078,986	

Contracts FY0910 Over 50K

Department	Budget Unit	Contractor	Brief description of service provided or position held	Projected Cumulative Total 07/01/03-06/30/09	Proposed Contract Amount for FY07/01/09-06/30/10	Cumulative Contract Total
Health Services Agency	Admin	Snarr, Sharon	Ergonomic Specialist	\$56,200	\$14,344	\$70,544
Health Services Agency	Clinic & Ancillary	Anderson, Gordon MD	Surgeon	\$83,087	\$15,000	\$98,087
Health Services Agency	Clinic & Ancillary	Blakemore Ctr for Hearing and Balance	Audiology Services	\$66,787	\$27,040	\$93,827
Health Services Agency	Clinic & Ancillary	Walker, Larry	Radiology Tech	\$49,317	\$35,000	\$84,317
Health Services Agency	Clinic & Ancillary	Mason-Loux, Carol NP	Nurse Practitioner	\$50,394	\$22,183	\$72,577
Health Services Agency	Clinic & Ancillary	Wunschel, Steven MD	Urologist	\$48,055	\$20,000	\$68,055
Health Services Agency	Clinic & Ancillary	Bailie, Ira MD	Surgeon	\$48,067	\$10,000	\$58,067
Health Services Agency	Indigent Health Care Program	McKesson Health Solutions	Utilization Management Criteria Sets	\$73,390	\$19,375	\$92,765
Health Services Agency	Indigent Health Care Program	Smile Shine Dental	Dental Services	\$7,218	\$75,000	\$82,218
Health Services Agency	Indigent Health Care Program	Rowe, Dee DDS	Dental Services Reviewer	\$62,848	\$15,800	\$78,648
Health Services Agency	Indigent Health Care Program	Salida Surgery Center	Dental Services	\$60,008	\$15,000	\$75,008
Health Services Agency	Indigent Health Care Program	Yosemite Pathology Medical Group	Clinical/Pathology Services	0	\$60,000	\$60,000
Health Services Agency	Indigent Health Care Program	Oga, Karen DDS – Infinity Dental	Dental Services	\$29,717	\$25,000	\$54,717
Health Services Agency	Indigent Health Care Program	Logue, Drew MD	Pulmonologist	0	\$50,000	\$50,000
Health Services Agency	Public Health	Flores, Gregory	Public Health Nurse	\$56,054	\$26,520	\$82,574

Contracts FY0910 Over 50K

Department	Budget Unit	Contractor	Brief description of service provided or position held	Projected Cumulative Total 07/01/03-06/30/09	Proposed Contract Amount for FY07/01/09-06/30/10	Cumulative Contract Total
Health Services Agency	Public Health	Arellano, Andres MD	TB Controller	\$51,548	\$19,300	\$70,848
Health Services Agency	Public Health	Valdez, Felicia	Health Educator Assistant	\$40,414	\$25,000	\$65,414
Health Services Agency	Public Health	Logsdon, Kelly	Community Coalition Liaison	\$48,996	\$12,589	\$61,585
Health Services Agency	Total Proposed Contract Amount for FY07/01/09-06/30/10				\$487,151	

**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 West Modesto King Kennedy Neighborhood Collaborative ("Contractor") as of July 1, 2009.

Recitals

WHEREAS, the County has a need for an organization to assist County in fulfilling certain goals, objectives and outcomes for the Healthy Birth Outcomes project; 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 its subcontractors; (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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. 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
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

To Contractor: West Modesto King Kennedy Neighborhood Collaborative
601 N. Martin Luther King Drive
Modesto, CA 95351

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 as of the day and year first hereinabove written.

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

**WEST MODESTO KING KENNEDY
NEIGHBORHOOD COLLABORATIVE**

By: Mary Ann Lee
Mary Ann Lee, Managing Director

By: Carole Collins
Printed Name: Carole Collins

"County"

Title: Program Manager

Dated: 7/24/09

"Contractor"

Dated: 7-15-09

APPROVED AS TO FORM:
Dean Wright
Deputy County Counsel

BOS Action Item: 2009-388, June 9, 2009

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

The scope of work is identified in "Attachment A".

B. COMPENSATION

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

1. Contractor shall be paid, on an end-of-month basis as invoiced to the County for incurred expenses. Contractor shall submit monthly invoices with all documentation setting forth the work performed and compensation due.
2. Invoice shall include dates of service, number of hours and amount due. Invoices shall be due to County within fifteen (15) calendar days following the end of the month in which services were rendered. If Contractor does not submit invoices within this timeframe including sufficient detail as required by County, payment could be delayed or withheld.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$55,000, 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.

C. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Equipment purchased by Contractor with funding provided under this Agreement shall remain the property of the local Proposition 10 Commission. Contractor acknowledges that the equipment shall be returned to the Proposition 10 Commission at the completion of this Agreement or sooner at the discretion of the Proposition 10 Commission.

D. TERM

The term of this contract will begin July 1, 2009 and terminate June 30, 2010. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party. Upon termination of this Agreement, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed, less any un-recovered advance payments.

Healthy Births Outcomes Program - Scope of Work (FY 09-10)

"Attachment A"

Section: Community Collaboration

Community Group Name:

West Modesto

Planned Outcome	Objectives	Activities	Required Reporting Indicators
1. Families with children 0-5 will be aware of services throughout the county	1. By end of June 2010, 200 homes, businesses, and providers will be reached via outreach by NOW's at each site	1a. Identify & coordinate outreach efforts (e.g. door to door, places where pregnant women congregate, focusing on underserved areas). 1b. Identify pregnant women to provide healthy pregnancy messages and referral to HBO 1c. Work with local organizations to promote HBO program 1d. Distribute flyers 1e. Provide referral services to pregnant and parenting women. 1f. Incentives provided to promote recruitment 1g. Maintain documentation of outreach efforts, number served, and number referred.	1) # of outreach contacts 2) # identified as pregnant receiving healthy pregnancy and HBO info 3) # of flyers distributed with no client contact. (not counting contacts from above. e.g.; dropping off 30 flyers to grocery store, provider office with no client contact)
2. Improved Coordination of Care	2a. By end of June 2010, each site will improve access to health care for pregnant and parenting women by establishing relationships with medical clinics in their neighborhood. 2b. By June 2010 each community will have had one representative attend a minimum of 4 HBO program technical assistance meetings	2a. Develop referral protocol with at least one local medical clinic 2b. Work with medical office to promote HBO program 2c. HBO program staff should participate in at least 2 continuing education/training sessions that will assist in HBO program operations, Pregnancy related topics, or infant development education.	1) # of medical providers reached to increase awareness of services available to pregnant and parenting women. 2) Report successes of medical linkage through a narrative attachment of monthly report, when appropriate 3) Report participation in trainings and continuing education related to HBO program
3. Pregnant women and families are supported throughout pregnancy and their child's infancy	3a. By end of June 2010, each site will hold a minimum of 30 support and educational sessions (15 each for Patterson and Grayson) 3b. By end of June 2010, 20 new <u>pregnant</u> women will be enrolled into HBO program 3c. By end of June 2010, all women with infants over 1 year of age will be graduated out of HBO program and when appropriate, transitioned or referred to another program	3a. Coordinate weekly Support groups for pregnant and infant parenting women in each community 3b. Identify & implement participant recruitment efforts 3c. Coordinate educational sessions by HSA staff twice monthly by faxing module request to HSA staff at least 30 days in advance 3d. Incentives provided to promote recruitment, prenatal care, and group participation 3e. Facilitate group to meet needs of all cultures and languages, creating comfortable environment for all participants 3f. Monitor and encourage prenatal care, healthy eating, resource needs and infant well checks 3g. Consistently provide a healthy snack or lunch <u>-no candy, high sugar pastries or soda. No homemade cooking by facilitator.</u> 3h. Ensure weekly sign in sheet is completed by every class participant and support person. No staff should sign in. 3i. Complete HBO program intake form for each new HBO participant woman attending group at least 1 time 3j. Fax monthly report with sign in sheets and intakes by 16 th of month 3k. Encourage male involvement with family nights or father events to promote HBO program or parenting skills.	1) # of support sessions 2) # of new pregnant women by intake 3) # of new parenting women with child less than 1 yr of age 4) # of referrals given to women attending support groups 5) Report Graduated moms (client name) with 1 yr old infant 6) # of males serviced through HBO program

Planned Outcome	Objectives	Activities	Required Reporting Indicators
<p>4. Improved Maternal and Child Health</p>	<p>4a. Through support groups and outreach, HBO site will strive to increase the number of infants who are born at term and adequate birth weight.</p> <ul style="list-style-type: none"> • 90% of babies will be born at 37 weeks or gestation or greater • 90% of women will deliver infants weighing 5.5 lbs or more. <p>4b. Each site will promote child health by encouraging mothers to breastfeed</p> <ul style="list-style-type: none"> • 50% of women will initiate breastfeeding • 30% will breastfeed for at least 6 months <p>4c. Infants will have health insurance and be up to date with their immunizations</p> <ul style="list-style-type: none"> • 85% of infants at 1 yr of age will be up to date with immunizations • 85% of infants at 1 year of age will have health insurance 	<p>4a. Monitor and encourage prenatal care, healthy eating, resource needs and infant well checks</p> <p>4b. Refer high risk women to Public Health Nursing by faxing referral form to 558-8315</p> <p>4c. Encourage pregnant women to attend HBO group</p> <p>4d. Follow-up on pregnant women not able to continue attending HBO group for medical or access reasons.</p> <p>4e. Collect information on delivered baby (birth outcome) for all HBO pregnant participants</p> <p>4f. Promote breastfeeding initiation and continuance for 6 months</p> <p>4g. Monitor infant health by promoting immunizations by state immunization schedule (3 sets of iz's by 1 year of age)</p> <p>4h. Ensure infant has medical insurance</p>	<p>Report births 37 weeks and over:</p> <ol style="list-style-type: none"> 1) Client and baby name 2) Baby birth date 3) Birth Weight 4) Breastfeeding initiation? (y/n) <p>Report Pre-term births 36 weeks and under</p> <ol style="list-style-type: none"> 1) Client and baby name 2) Baby birth date 3) Birth Weight 4) Breastfeeding initiation? (y/n) <p>Report fetal or infant deaths</p> <ol style="list-style-type: none"> 1) Client name 2) Fetal week or baby age at death <p>Report one (1) year old infants status:</p> <ol style="list-style-type: none"> 1) Total # 1 year old infants attending 2) # that have had 3 sets of IZ's 3) # that have health insurance

NAME: West Modesto/King Kennedy Neighborhood Collaborative
 ADDRESS: 601 S. Martin Luther King Drive
 CITY, STATE: Modesto, CA 95351

**HEALTHY BIRTH OUTCOMES BUDGET
 FOR THE YEAR JULY 1, 2009 - JUNE 30, 2010**

' 1,

I. PERSONNEL			Annual Budget	IN-KIND	GRAND TOTAL
<i>Position Title</i>	<i>\$/hr</i>	<i>Hrs/wk</i>			
A. Coordinator	\$25.00	5/wk	\$ 6,000.00	\$ -	\$ 6,000.00
B. N.O.W.	\$12.50	20/wk	\$ 12,000.00	\$ -	\$ 12,000.00
C. N.O.W.	\$12.00	5/wk	\$ 2,880.00	\$ -	\$ 2,880.00
D. Administrative Asst.	\$16.00	5/wk	\$3,840.00	\$ -	\$ 3,840.00
E.			\$ -	\$ -	\$ -
F.			\$ -	\$ -	\$ -
G.			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Benefits @ 30%			\$ 7,416.00	\$ -	\$ 7,416.00
SUBTOTAL PERSONNEL EXPENSES:			\$ 32,136.00	\$ -	\$ 32,136.00
II. OPERATING EXPENSES					
A. Rent and Utilities			\$1,500	\$5,400	\$ 6,900.00
B. Office Supplies and Materials			\$ 1,000.00	\$ -	\$ 1,000.00
C. Communications and Postage			\$3,000	\$ 500.00	\$ 3,500.00
D. Service Related Supplies			\$6,964	\$ 1,000.00	\$ 7,964.00
E. Classified Advertising			\$ -	\$ -	\$ -
F. Printing and Binding			\$ 1,200.00	\$500.00	\$ 1,700.00
G. Equipment			\$ -	\$ -	\$ -
H. Travel			\$1,500.00		\$ 1,500.00
I. Insurance			\$ 1,700.00	\$ 2,000.00	\$ 3,700.00
K. Meeting / Conferences			\$ 500.00	\$ 200.00	\$ 700.00
L. Training			\$ 500.00	\$ 500.00	\$ 1,000.00
M. Contracted Services			\$ 5,000.00	\$ -	\$ 5,000.00
N. Other:				\$ -	\$ -
				\$ -	
SUBTOTAL OPERATING EXPENSES:			\$ 22,864.00	\$ 10,100.00	\$ 32,964.00
IV. TOTAL BUDGET REQUEST:			\$ 55,000.00	\$ 10,100.00	\$ 65,100.00

HBO Budget Narrative

July 1, 2009-June 30, 2010

Personnel

Project Coordinator

The Coordinator will provide appropriate supervision, coordinate services between collaborating partners and maintain project records at 5 hours per week, for the project. The total number of hours for this budget cycle is calculated at 300 hours.

\$25.00 /hr. x 5 hrs/per week x 48 weeks hours = \$6,000.00

Neighborhood Outreach Worker (NOW)

Under the general supervision of the Project Coordinator, the Neighborhood Outreach Worker (NOW) will link the residents to the project through door-to-door outreach, information and referral and education to community residents at 20 hours per week for a total of 960 hours.

\$12.50/hr. x 20 hrs/per week x 48 weeks = \$12,000.00

Administrative Assistant/Clerical Support

Under the general supervision of the Project Coordinator, the Administrative Assistant/Clerical Support will provide program support as necessary, perform a variety of basic clerical duties and accurately maintain project records and files. The Administrative Assistant/Clerical Support will work 5 hours per week for a total of 480 hours.

\$16.00 /hr. x 5 hrs/per week x 48 weeks = \$3,840.00

Benefits

Stanislaus Multi-Cultural Community Health Coalition*West Modesto/King Kennedy Neighborhood Collaborative uses a rate of 30% for all fringe benefits to include payroll taxes, health insurance retirement and vacation liability at \$7,416.00

Operating Expenses

Rent and Utilities

Office and general common area space, including utilities will be needed to conduct the grant management and referral work of this project.

\$125.00 x 12 mos. = \$1,500.00

Office Supplies and Materials

General office supplies and materials including paper, pens, file folders, cartridges, etc. at \$1,000.00

Telephone/Communications

Monthly phone charges for project staff to schedule appointments and communication on a regular basis, DSL, fax and postage at \$3,000.00

Service Related Supplies

Cost of refreshments, incentives, child care stipend (\$10.00 p/hour x 2 hrs. p/wk x 48 weeks = \$960.00) and miscellaneous items for meetings, training sessions, focus groups, etc., at \$6,964.00

Printing and Binding

Printing of publications, information, flyers, newsletters, reports, files, intakes forms, etc. at \$1,200.00

Travel

Cost of employee travel and lodging including airfare, ground transportation and mileage at \$1,500.00

Insurance

Cost of insurance including, but not limited to general liability and commercial auto insurance as related to the project at \$1,700.00

Meeting/Conferences

The cost for employees to attend meetings/conferences, including tuition, registration and materials, speaker fees, room rental and meals at \$500.00

Training

Cost of training for project staff and community members, as necessary for the project at \$500.00

Contracted Services

Clendenin Bird and Company, CPA

Charges for outside accounting, bookkeeping, audit, payroll services, tax and fiscal management at \$3,925.00

Alarmco

Cost of security services for SMCHC/WMKKNC facility and grounds at \$75.00

ASAP Technical Solutions

Cost of lease agreement for copier for printing for the program at \$1,000.00

CONTRACT COVER SHEET

NEW CONTRACT AMENDMENT # _____ (PO# _____ /Contract # _____)

PLEASE FORWARD COVER SHEET, WITH CONTRACT AND AMENDMENT (IF APPLICABLE), TO THE PURCHASING DIVISION.

CONTRACTOR:	DEPARTMENT: Health Services Agency
West Modesto King Kennedy Neighborhood Collaboration	DIVISION: Public Health
601 N Martin Luther King Drive	PREPARED BY: Willie Mixon/Gloria Rios
Modesto, CA 95351	PHONE: 8-7034/8-5012
VENDOR NUMBER: (set up-work in progress)	DATE: August 5, 2009

NIGP CODE: _____

CONTRACT DESCRIPTION: _____

	-1-	-2-	-3-	-4-	-5-
LINE DESCRIPTION					
FUND *REQUIRED	1402				
ORG *REQUIRED	1420389				
ACCT *REQUIRED	64720				
GL PROJ					
LOC					
MISC					
AMOUNT *REQUIRED (ENCUMBRANCE AMOUNT FOR CURRENT FISCAL YEAR)	55,000				

RECEIVED

AUG 06 2009

GENERAL SERVICES AGENCY

***** IMPORTANT *****

CONTRACT EFFECTIVE DATE: 07/01/09 **EXPIRATION DATE:** 06/30/10

CERTIFICATE OF INSURANCE: REQUESTED _____ RECEIVED _____ DATE _____

ADOPTED BY THE BOARD: Y or N CURRENT-YEAR or RESOLUTION NO: 2009-388

ADDITIONAL INFORMATION TO BE PRINTED ON PO: _____

NOTES: Please provide ins dts & endorsements

***** THIS SECTION IS FOR PURCHASING DIVISION USE. *****

TYPE S REV # 0 MAX EXT YR 0 ACT EXT YR 0 MAX AMT \$55,000

AMENDMENT START DATE _____ AMENDMENT STOP DATE _____

APPROVED BY: MSP ENTERED BY: [Signature] CONTRACT #: 20418

DATE: 8/7/2009 DATE: 8-11-09 PO #: 88630

Distribution: Original - Purchasing, Yellow - Auditor A/P, Pink - Department



STANISLAUS COUNTY

Purchasing Division

P.O. Box 3229
1010 TENTH ST, SUITE 5400
MODESTO, CALIFORNIA 95353
TEL: (209) 525-6319
FAX: (209) 525-7787

SHIP TO

HEALTH SERVICES AGENCY
830 SCENIC DR
MODESTO, CA 95351

BILL TO

HEALTH SERVICES AGENCY
830 SCENIC DRIVE
MODESTO, CA 95351
United States

Purchase Order

PURCHASE ORDER NO. REVISION PAGE

88630 0 1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, PACKING LISTS, CARTONS AND
CORRESPONDENCE RELATED TO THIS ORDER

DATE OF ORDER BUYER
11-AUG-09 S Shafer

DATE OF REVISION BUYER

VENDOR: KING-KENNEDY BOARD OF DIRECTORS
KING-KENNEDY BOARD OF DIRECTORS
601 N MARTIN LUTHER KING DR
MODESTO, CA 95351

CUSTOMER ACCT NO. VENDOR NO. PAYMENT TERMS FREIGHT TERMS F.O.B. SHIP VIA
37476 30 NET PREPAID DESTINATION COMMON CARRIER
CONFIRM TO TELEPHONE REQUESTOR / DELIVER TO

Line	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1		CONTRACT # 20418 FY 09/10 HEALTHY BIRTHS OURCOME PROGRAM CONTRACT MAX \$ 55,000. EXPIRES 6/30/10 1402.1420389.64720.					55,000.00	N

Total 55,000.00

AUTHORIZED SIGNATURE