

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

DEPT: Health Services Agency

BOARD AGENDA # \*B-4

Urgent

Routine

AGENDA DATE July 14, 2009

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

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 2008-2009 and 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 2008-2009 and 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 annual cost to the Health Services Agency for these agreements total \$63,000 for Fiscal Year 2008-2009 and \$680,000 for Fiscal Year 2009-2010. The Health Services Agency's Fiscal Year 2008-2009 Budget and Fiscal Year 2009-2010 Proposed Budget includes the services to be provided under these agreements.

BOARD ACTION AS FOLLOWS:

No. 2009-472

On motion of Supervisor Chiesa, Seconded by Supervisor Grover

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:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**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.

The attachment identifies those agreements that either were not previously reported to the Board of Supervisors or for which the contract amounts changed or vendor name changed, and which are anticipated to be needed and executed for the Fiscal Year 2008-2009 and/or Fiscal Year 2009-2010. The list is shown by fiscal year and includes those agreements that have a cumulative value that exceeds \$100,000 for the period beginning July 1, 2003.

If a contract or estimated expense on the attached table was already approved by the Board of Supervisors, however a change was subsequently necessary, it is noted on the attachment. For instance, in one case the vendor was already approved by the Board on June 9, 2009, however the amount reported was in error and this attachment serves to correct the error and ensure the Board of Supervisors has approved of the contract vendor and actual estimated amount to be paid. In another case, a Personal Services Contractor was needed during the end of fiscal year 2008-2009, for additional hours due to a staffing change. The total amount budgeted for the service was not exceeded, but the amount to be paid under this contract did increase.

The total amount of contracts over \$100,000 cumulatively, to be approved by the Board through this agenda item is \$63,000 for Fiscal Year 2008-2009 and \$680,000 for 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.

**CONTRACT LIST FISCAL YEAR 2008-2009**  
Contracts Over \$100,000 Cumulatively

Department	Budget Unit	Contractor	Brief Description of service provided or Position held	Projected Cumulative Total 07/01/03 - 06/30/08	Proposed Contract Amount for Fiscal Year 7/1/08-6/30/09	Cumulative Contract Total
Health Services Agency	Public Health	Judith Marable	Physical Therapist	327,228	\$63,000	\$390,228

**CONTRACT LIST FISCAL YEAR 2009-2010**  
Contracts Over \$100,000 Cumulatively

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 Fiscal Year 7/1/09-6/30/10	Cumulative Contract Total
Health Services Agency	Clinic & Ancillary	Valley Heart Associates Medical Group, Inc.	Cardiology services	0	\$250,000	\$250,000
Health Services Agency	Clinic & Ancillary	McHenry Medical Group, Inc.	On-call Gastroenterology & Urology services	\$1,699,394	*\$195,000	\$1,894,394
Health Services Agency	Public Health	Center for Human Services – HBO/MAA	Multi Contracts Healthy Birth Outcomes Project & Medical Administrative Activities	\$542,373	**\$235,000	\$777,373

\* \$65,738 approved per BOS Item# B-8 on June 9, 2009 is included in this amount.

\*\* \$55,000 approved per BOS Item# B-8 on June 9, 2009 for Newman-Crowslanding Healthy Start/Newman Unified School District is now included in this amount.

**AGREEMENT  
FOR  
HEALTHCARE INDEPENDENT CONTRACTOR**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and McHenry Medical Group, Inc. ("Contractor"), as of July 1, 2009 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for physician coverage for County's general urology specialty clinic; and

WHEREAS, the County has the need for the services of a board certified physician in the specialty of gastroenterology; 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**, which is 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. The County shall defend, indemnify and hold harmless the Contractor and its officers, employees, agents, representatives and subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Contractor under this Agreement.

1.3 Services and work provided by the Contractor under this Agreement will be performed in a timely manner 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.

1.4 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Contractor deems it appropriate to employ a subcontractor, expert or investigator in connection with the performance of the services under this Agreement, the Contractor will so advise the County and seek the County's prior approval of such employment. Any subcontractor, expert or investigator employed by the Contractor will be the agent of the Contractor not the County.

## 2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. 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 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 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.

## 3. Term

3.1 The term of this Agreement shall be from the date 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 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, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Contractor's business.

#### 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.

County shall provide such office space, supplies, equipment, reference materials and telephone service as is necessary for Contractor to provide the services.

#### 6. Professional Malpractice Liability Protection

County shall provide Contractor with professional medical malpractice liability protection, including defense and indemnification for actions arising from Contractor's provision of patient care services pursuant to the terms of this Agreement and which are not subject to coverage by the malpractice program provided by the University of California to Contractors who hold a volunteer clinical faculty appointment as described in the current "Affiliation Agreement Between the Regents of the University of California and Stanislaus County". In the event of dispute over coverage between County and University of California for acts committed pursuant to the terms of this Agreement, County will provide medical malpractice defense and indemnification to Contractor. Furthermore, County shall provide "tail" coverage for acts and omissions of Contractor for services performed under the scope of this Agreement. Notwithstanding the foregoing, Contractor must provide professional malpractice protection for any and all medical services or patient care provided outside the course or scope of this Agreement and in his or her private practice, if any. It is further understood and agreed by the parties that this Agreement shall be terminated in the event that County is unable to provide professional liability protection to Contractor through the County's professional

liability program and in the event of such termination, Contractor will be paid for services provided up to the date of termination.

7. Defense and Indemnification

7.1 Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives or employees, it shall pay such damages without contribution by the other party. Contractor's obligation under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for the Contractor to have insurance.

7.2 To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees 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 active negligence or wrongful acts of County, its officers, or employees.

7.3 It is understood and agreed that Contractor shall be liable for any acts or omissions which occur outside the course or scope of performance of this Agreement arising out of or resulting from the active negligence or wrongful act of Contractor. County and Contractor agree to maintain their own insurance and be responsible for their own actions and omissions.

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. 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 Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Contractor's obligations under this Agreement.

8.5 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.

8.6 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, except as expressly provided for in any Scope of Services made a part hereof, 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.

8.7 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.

8.8 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. Confidentiality and Compliance

9.1 Through this Agreement, County and Contractor are parties to an agreement in which confidential patient information is necessarily shared with Contractor in fulfillment of the Agreement. Under the terms of this Agreement:

9.1.1 Contractor shall not (a) use or otherwise disclose confidential patient information for any purpose other than the purpose expressly stated in this Agreement and (b) use or disclose such confidential patient information in a manner that violates or would violate HIPAA regulations.

9.1.2 Contractor shall implement and maintain necessary safeguards to ensure that confidential patient information is not used or disclosed by Contractor, except as provided in this Agreement.

9.1.3 Contractor shall promptly report to County Privacy Officer as set forth in Exhibit A any use or disclosure of confidential patient information of which Contractor becomes aware that is not provided for or permitted in this Agreement. Contractor shall permit County to investigate any such report and to examine Contractor's premises where work under this Agreement was performed.

9.2. During the term of this Agreement and while performing services under

this Agreement, Contractor shall make every effort to comply with the Health Insurance Portability and Accountability Act of 1996, as amended, which stipulates a provider's responsibility to prevent health care fraud and abuse. At a minimum, the Contractor shall be solely responsible for (1) providing all appropriate Common Procedural Terminology ("CPT") codes for professional services using guidelines promulgated by the American Medical Association and specific diagnosis code(s) for each patient encounter; such codes shall be recorded, in accordance with the policy of County's Health Services Agency, on each patient's billing form; (2) ensuring complete, thorough, and accurate medical record documentation related to each patient encounter; (3) complying with all HCFA coding, documentation, and medical necessity requirements of treatment; and (4) providing appropriate diagnosis codes for medically necessary ancillary testing

9.3 If County becomes aware of a pattern of activity that violates the HIPAA Privacy Rule, and reasonable steps to cure the violation are unsuccessful, the County may terminate the Agreement, or if not feasible; report the problem to the Secretary of the US Department of Health and Human Services.

9.4 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents, and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claim Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will comply with and adhere to these policies and procedures.

This Section shall survive the termination or conclusion of this Agreement and shall survive indefinitely.

#### 10. Federal Access to Records

To the extent necessary to prevent disallowance of reimbursement under Section 1861 (v)(1)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of services under this Agreement, Contractor shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of services provided by Contractor under this Agreement.

Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents

and records or such organization as are necessary to verify the nature and extent of such costs.

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: McHenry Medical Group, Inc.  
1541 Florida Ave., Ste. 306  
Modesto, CA 95350

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**

**MCHENRY MEDICAL GROUP, INC.**

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

By: Richard Ploztker  
Richard Ploztker, M.D.

"County"

By: Philip Beck  
Philip Beck, M.D.

Approved BOS Resolution# 2009-472  
Dated: July 14, 2009

"Contractor"

APPROVED AS TO FORM:  
John Doering, County Counsel

By: Dean Wright  
Dean Wright, Deputy County Counsel



## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

#### Urology Services

1. Urology and Gastroenterology clinics and procedures at the County's Health Services Agency (HSA) Specialty Clinics.
2. During the term of this Agreement, Contractor shall maintain credentialed status through the Health Services Agency with Blue Cross and Health Net Medi-Cal Managed Care.
3. The Contractor shall provide coverage of County's Urology Specialty Clinic and associated inpatient, emergency, and other outpatient services in conjunction with other urologists and/or urology physician groups. During such calendar months of coverage, Contractor shall work with County to ensure coverage of the scheduled weekly urology clinics. Specifically, Contractor shall:
  - a. Coordinate with other urology specialty physicians to provide teaching and outpatient urology clinic services once weekly. Contractor will notify specialty clinic manager thirty (30) days in advance should the need to cancel a clinic arise.
  - b. Provide office-based preceptorship opportunities for residents in private offices, as needed and requested to amplify outpatient urological teaching for residents.
  - c. Supervise resident care of hospitalized urological patients as necessary at all times.
  - d. Respond to resident patient care questions as necessary at all times.
  - e. Provide urology "noon conferences" on urology related subjects at least four (4) times annually as requested by the Residency Program.
  - f. Provide evaluation of each resident's performance as requested by the Director of the Residency Program of County's Health Services Agency ("HSA").
  - g. Provide for a cross coverage system to answer questions when the primary urological teacher for any particular case is unavailable. All members of this cross coverage system must be approved by the HSA Residency Program.
  - h. The Contractor agrees to provide medical direction to the HSA outpatient staff in the urology clinics to include advising on appropriate scheduling, billing, patient flow, equipment, supplies, safety and quality improvement.

#### Gastroenterology Services

Contractor shall provide the following gastroenterology services under the terms of this Agreement.

1. Provide medically necessary consults, procedures, and follow up care to County outpatients in accordance with established administrative policies and procedures. Said services shall be provided at the Specialty Clinic at the Health Services

Agency. "County outpatient" shall be defined as (1) those patients who are referred to the gastroenterology service from a provider working for or under contract with the County, (2) a patient with a third party coverage for which the HSA is a provider, or (3) a patient referred from a provider external to the HSA which has been accepted by the HSA.

2. Contractor shall provide services to "County outpatients" only in the Specialty Clinic at the HSA unless other arrangements are agreed to in writing by County and Contractor.
3. Maintain a regular schedule of clinics, which is mutually agreeable to both parties.
4. Provide resident teaching, as appropriate, in both the inpatient and outpatient setting.
5. Ensure the timely accuracy and completeness of medical record entries related to individual patient visits, procedures, examinations, and consults.
6. Provide complete billing information to the Specialty Clinic Manager for all procedures, examinations, and consults for which payment is expected to be made by County to Contractor. Such billing information must be received by the Specialty Clinic Manager within seven calendar days from the date of each patient visit in order for payment to be made by County to Contractor for professional services performed on the individual patient. Complete billing information will include but not be limited to patient name, diagnosis code (ICD-9), procedure code (CPT), and completed medical records for the respective visit/procedure

## **B. COMPENSATION**

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

For physician coverage for County's general urology specialty clinic as described in Section A, Urology Services paragraph 3 above, Contractor shall be paid as follows:

- a. Teaching and outpatient urology clinic services will be reimbursed at \$350 per hour based on time actually worked, rounded to the nearest half-hour.
- b. Payment for surgical procedures or inpatient care will be made to Contractor by County only for patients who meet the following criteria, hereinafter called "County Patients":
  1. Patients referred to the HSA specialty urology clinic or from the specialty urology clinic for pre-approved treatment and/or procedures.
  2. Patients with current eligibility under the County's MIA/IHCP program.
- c. County will reimburse Contractor at 93% of the current prevailing Medicare participating physician allowed reimbursement rates at the time services were rendered for County patients for whom procedures have been performed at non-county facilities, provided the following conditions are met:
  1. Services are coded and billed in accordance with AMA and CMS coding guidelines.
  2. Unless specifically authorized by the County, the following services are

presumed to be able to be performed at the County Urology specialty clinic and shall be payable under this contract provision: consultations and follow-up clinic visits, cystoscopy, flow studies and urodynamics, and removal of JJ stents.

3. County shall be responsible for obtaining all required prior authorizations and Contractor shall not perform any procedure unless required prior authorizations obtained. County shall be responsible for notifying Contractor of authorized procedures prior to surgery. If a procedure other than the approved procedure is performed, County shall be promptly informed so that a "retro" prior authorization can be secured. Failure of Contractor to notify County of the need for a "retro" shall be grounds for denial of payment for this procedure(s) to Contractor.
4. Contractor provides County with complete and accurate billing information, including but not limited to patient name, date of service, procedure and diagnosis code(s), and,
5. The accurate and complete billing information in subparagraph 4 immediately above be submitted to specialty clinic manager or her representative no later than forty-five (45) calendar days from the date on which claimed services were rendered. Failure to adhere to these requirements will result in denial of payment to Contractor.
6. County shall pay Contractor within twenty-one (21) days of receipt of accurate and complete billing information for procedures performed. Contractor shall submit these claims no less frequently than monthly. In the event payment is not made within this time which requires Contractor to issue a "Tracer", County shall pay Contractor upon reasonable assurance that the initial billing information was submitted within the required forty-five (45) days.
7. Payment will be made for the services of a physician surgical assistant of Contractor at 93% of the prevailing Medicare participating physician rate for physician surgical assistants, provided the following conditions are met,
  - a. Contractor's physician surgical assistant is fully credentialed, if applicable, by the patient's respective third party payor through HSA's provider number.
  - b. Medicare, CMS, and AMA coding guidelines allow for compensation of a surgical assistant for the procedure for which payment is requested.
8. Claims denied by a third party for reasons including but not limited to lack of medical necessity, failure to obtain a prior authorization, lack of credentialing, and improper coding and/or documentation for which payments have been made by County to Contractor shall be recouped during or within six (6) months of the term of this Agreement.
- d. Contractor shall bill County on a monthly basis for clinic services rendered via invoice form. County will bill, collect and retain all revenue generated in performance of this Agreement.
- e. Contractor agrees to assign all professional fee billings generated in fulfillment of this Agreement to the County. Physician may not bill the patient or any third party for any portion of bills submitted to County for billing and collection.
- f. Noon conferences provided will be paid separately at \$250.00 per conference

upon receipt of an invoice.

Compensation for Gastroenterology services are as follows:

1. No payment will be made by County to Contractor for "call" coverage.
2. Payment will be made by County to Contractor based on professional fees generated during the previous calendar month which are billed and paid in accordance with accepted HCFA and AMA coding guidelines.
3. Contractor shall be paid by County by the 15<sup>th</sup> of the month, 93% of the current prevailing Medicare reimbursement rate at the time services were rendered for all professional fees performed in the prior month which are billed within the above stated time requirement, which are medically necessary, which are billed in accordance with accepted HCFA and AMA coding guidelines.
4. Contractor agrees to assign all professional fee billings generated in the Specialty Clinic to the County. Physician may not bill the patient or any third party for any portion of bills submitted to County for billing and collection. Further, all bills submitted to County by Contractor shall be deemed final and payment to Contractor pursuant to paragraph 3 above shall be deemed final and shall constitute payment in full.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$195,000 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. CONFIDENTIALITY AND COMPLIANCE**

Contractor shall promptly report any use or disclosure of confidential patient information of which Contractor becomes aware that is not provided for or permitted in this Agreement as follows:

To County: County of Stanislaus  
Health Services Agency  
Privacy Officer  
(209) 558-7034

**AGREEMENT  
FOR  
HEALTHCARE INDEPENDENT CONTRACTOR**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and Valley Heart Associates Medical Group, Inc. ("Contractor"), as of July 1, 2009 (the "Agreement").

**Introduction**

WHEREAS, the County has a need for cardiologists to provide professional medical services; 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**, which is 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. The County shall defend, indemnify and hold harmless the Contractor and its officers, employees, agents, representatives and subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Contractor under this Agreement.

1.3 Services and work provided by the Contractor under this Agreement will be performed in a timely manner 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.

1.4 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Contractor deems it appropriate to employ a subcontractor, expert or investigator in connection with the performance of the services under this Agreement, the Contractor will so advise the County and seek the County's prior approval of such employment. Any subcontractor, expert or investigator employed by the Contractor will be the agent of the Contractor not the County.

## 2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. 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 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 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.

## 3. Term

3.1 The term of this Agreement shall be from the date 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 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, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Contractor's business.

#### 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.

County shall provide such office space, supplies, equipment, reference materials and telephone service as is necessary for Contractor to provide the services.

#### 6. Professional Malpractice Liability Protection

County shall provide Contractor with professional medical malpractice liability protection, including defense and indemnification for actions arising from Contractor's provision of patient care services pursuant to the terms of this Agreement and which are not subject to coverage by the malpractice program provided by the University of California to Contractors who hold a volunteer clinical faculty appointment as described in the current "Affiliation Agreement Between the Regents of the University of California and Stanislaus County". In the event of dispute over coverage between County and University of California for acts committed pursuant to the terms of this Agreement, County will provide medical malpractice defense and indemnification to Contractor. Furthermore, County shall provide "tail" coverage for acts and omissions of Contractor for services performed under the scope of this Agreement. Notwithstanding the foregoing, Contractor must provide professional malpractice protection for any and all medical services or patient care provided outside the course or scope of this Agreement and in his or her private practice, if any. It is further understood and agreed

by the parties that this Agreement shall be terminated in the event that County is unable to provide professional liability protection to Contractor through the County's professional liability program and in the event of such termination, Contractor will be paid for services provided up to the date of termination.

## 7. Defense and Indemnification

7.1 Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives or employees, it shall pay such damages without contribution by the other party. Contractor's obligation under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for the Contractor to have insurance.

7.2 To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees 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 active negligence or wrongful acts of County, its officers, or employees.

7.3 It is understood and agreed that Contractor shall be liable for any acts or omissions which occur outside the course or scope of performance of this Agreement arising out of or resulting from the active negligence or wrongful act of Contractor. County and Contractor agree to maintain their own insurance and be responsible for their own actions and omissions.

## 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. 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 Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Contractor's obligations under this Agreement.

8.5 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.

8.6 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, except as expressly provided for in any Scope of Services made a part hereof, 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.

8.7 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.

8.8 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. Confidentiality and Compliance

9.1 Through this Agreement, County and Contractor are parties to an agreement in which confidential patient information is necessarily shared with Contractor in fulfillment of the Agreement. Under the terms of this Agreement:

9.1.1 Contractor shall not (a) use or otherwise disclose confidential patient information for any purpose other than the purpose expressly stated in this Agreement and (b) use or disclose such confidential patient information in a manner that violates or would violate HIPAA regulations.

9.1.2 Contractor shall implement and maintain necessary safeguards to ensure that confidential patient information is not used or disclosed by Contractor, except as provided in this Agreement.

9.1.3 Contractor shall promptly report to County Privacy Officer as set forth in Exhibit A any use or disclosure of confidential patient information of

which Contractor becomes aware that is not provided for or permitted in this Agreement. Contractor shall permit County to investigate any such report and to examine Contractor's premises where work under this Agreement was performed.

9.2. During the term of this Agreement and while performing services under this Agreement, Contractor shall make every effort to comply with the Health Insurance Portability and Accountability Act of 1996, as amended, which stipulates a provider's responsibility to prevent health care fraud and abuse. At a minimum, the Contractor shall be solely responsible for (1) providing all appropriate Common Procedural Terminology ("CPT") codes for professional services using guidelines promulgated by the American Medical Association and specific diagnosis code(s) for each patient encounter; such codes shall be recorded, in accordance with the policy of County's Health Services Agency, on each patient's billing form; (2) ensuring complete, thorough, and accurate medical record documentation related to each patient encounter; (3) complying with all HCFA coding, documentation, and medical necessity requirements of treatment; and (4) providing appropriate diagnosis codes for medically necessary ancillary testing

9.3 If County becomes aware of a pattern of activity that violates the HIPAA Privacy Rule, and reasonable steps to cure the violation are unsuccessful, the County may terminate the Agreement, or if not feasible; report the problem to the Secretary of the US Department of Health and Human Services.

9.4. Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents, and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claim Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will comply with and adhere to these policies and procedures.

This Section shall survive the termination or conclusion of this Agreement and shall survive indefinitely.

#### 10. Federal Access to Records

To the extent necessary to prevent disallowance of reimbursement under Section 1861 (v)(1)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of services under this Agreement, Contractor shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of services provided by Contractor under this Agreement.

Contractor further agrees that in the event Contractor carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records or such organization as are necessary to verify the nature and extent of such costs.

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: Valley Heart Associates Medical Group, Inc.  
1540 Florida Avenue, Ste.100  
Modesto, CA 95350

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

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**

Approved per BOS Item #: 2009-472

Dated: 7/14/09

APPROVED AS TO CONTENT:  
Health Services Agency

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

Dated: 8/12/09

**VALLEY HEART ASSOCIATES  
MEDICAL GROUP, INC.**

By: Alan Garvin

Printed Name: Alan Garvin M.D.

Title: President

"Contractor"

Dated: 8-5-09

APPROVED AS TO FORM:  
Dean Wright  
Deputy County Counsel

## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide cardiac consultations, follow up office visits, related tests and elective procedures at the contracted facility, Doctors Medical Center, to eligible, qualified beneficiaries of County's Indigent Health Care Program (IHCP).

### B. COMPENSATION

County shall pay Contractor and Contractor agrees to accept as compensation for services rendered under this Agreement fee for service reimbursement in accordance with the 2005 Medi-Cal reimbursement schedule.

Copayments must be paid at the point of service and cannot be waived. It is the Contractor's responsibility to collect the copayment, which will be deducted from the allowable amount on the claim.

No Share of Cost (SOC) is to be collected by Contractor's office for patients granted IHCP eligibility with a SOC. IHCP will collect the Share of Cost.

A Treatment Authorization Request (TAR) is required for all services.

It is the Contractor's responsibility to verify eligibility for each patient prior to services being rendered. Benefit cards contain identifying information that allows the Contractor to verify current eligibility and copayment. Current eligibility can be verified via IHCP's interactive website located at <https://ihcp.schsa.org>

Contractor shall accept payment from the Indigent Health Care Program as payment in full for services authorized under this Agreement.

Contractor shall bill IHCP for services rendered under this Agreement within sixty (60) days of rendering such services by submitting completed claims using a form acceptable to the County. IHCP agrees to provide payment for authorized services within thirty (30) days from the date the claim is received. Contractor understands that any claim submitted beyond the 60-day billing window will be denied for payment. Payment shall be made to Contractor by the County Auditor's Office on behalf of the County's Indigent Health Care Program.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$250,000, 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. Contractor understands that no payment will be made once contract payment maximum has been reached.

### C. CONSIDERATION

Section 2.3 of the body of this Agreement shall not apply.

## **D. CONFIDENTIALITY AND COMPLIANCE**

Contractor shall promptly report any use or disclosure of confidential patient information of which Contractor becomes aware that is not provided for or permitted in this Agreement as follows:

To County: County of Stanislaus  
Health Services Agency  
Privacy Officer  
(209) 558-7034

## **E. RECORDS AND AUDITS**

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, photo static, 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.

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.

## **F. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

The requirements under Section 5, "Office Space, Supplies, Equipment, Etc." do not apply. Each party shall be individually responsible for the cost and expenses of meeting the expectations and requirements identified under "Scope", above.

## **G. INSURANCE**

Section 6 of the body of this agreement shall be amended to read:

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. Commercial 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 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Contractor's work under this Agreement.

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'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.

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

6.5 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.

6.6 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.

6.7 Insurance shall be placed with California admitted insurers (licensed to do



business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; 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.

6.8 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.

6.9 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.

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

## **EXHIBIT A**

### **A. SCOPE OF WORK**

The Consultant shall provide cardiac consultations, follow up office visits, related tests and elective procedures at the contracted facility, Doctors Medical Center, to eligible, qualified beneficiaries of County's Indigent Health Care Program (IHCP).

### **B. COMPENSATION**

County shall pay Consultant and Consultant agrees to accept as compensation for services rendered under this Agreement fee for service reimbursement in accordance with the 2005 Medi-Cal reimbursement schedule.

Copayments must be paid at the point of service and cannot be waived. It is the Consultant's responsibility to collect the copayment, which will be deducted from the allowable amount on the claim.

No Share of Cost (SOC) is to be collected by Consultant's office for patients granted IHCP eligibility with a SOC. IHCP will collect the Share of Cost.

A Treatment Authorization Request (TAR) is required for all services.

It is the Consultant's responsibility to verify eligibility for each patient prior to services being rendered. Benefit cards contain identifying information that allows the Consultant to verify current eligibility and copayment. Current eligibility can be verified via IHCP's interactive website located at <https://ihcp.schsa.org>.

Consultant shall accept payment from the Indigent Health Care Program as payment in full for services authorized under this Agreement.

Consultant shall bill IHCP for services rendered under this Agreement within sixty (60) days of rendering such services by submitting completed claims using a form acceptable to County. IHCP agrees to provide payment for authorized services within thirty (30) days from date the claim is received. Consultant understands that any claim submitted beyond the 60-day billing window will be denied for payment. Payment shall be made to Consultant by the County Auditor's Office on behalf of the County's Indigent Health Care Program.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$250,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement. Consultant understands that no payment will be made once contract payment maximum has been reached.

**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 Center for Human Services ("Contractor") as of July 1, 2008.

**Recitals**

WHEREAS, the County has a need for an organization to conduct Medi-Cal Administrative Activities (MAA) for the County; 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: Center for Human Services  
1700 McHenry Village Way, Suite 11  
Modesto, CA 95350

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**

GSA Purchasing Division

By: BOARD ORDER B-2  
Julie A. Mefferd, Director/Purchasing Agent

6/20/08 "County"

Dated: 6/10/08

**CONTRACTORS NAME**

By: Cindy Duenas for Linda Kovacs  
Center for Human Services

"Contractor"

Dated: 5/14/08

~~APPROVED AS TO CONTENT:~~  
Stanislaus County Health Services Agency

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

Dated: 6/11/08

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: DW  
Dean Wright, Deputy County Counsel

Dated: 5/6/08

## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Provide to County, comprehensive MAA invoice and expenditure and revenue information for invoice preparation. Information for the fiscal year July 1, 2008 through June 30, 2009 will be provided in the format directed by the County no later than October 2009 for fiscal year 2008-2009.
2. Notify County of any organizational or funding changes.
3. Reimburse County for costs incurred by or on behalf of the CONTRACTOR in the implementation of this agreement, quarterly MAA invoice preparation, time survey and other training requirements, and other liaison activities.
4. Designate in writing an employee to act as liaison between the Contractor and the County MAA/TCM Coordinator for issues concerning this Agreement.
5. Perform Medi-Cal Administrative Activities (MAA) on behalf of the DHCS and County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals, and families (where appropriate) served by Contractor.
6. Conduct annual time survey and secondary documentation during the time period designated by the DHCS. The survey will identify all allowable MAA, Non-claimable activities, general administration and paid time off, which are proportionately allocated to all activities.
7. Comply with enabling legislation, regulations, administrative claiming process directives, and program policy letters from the DHCS, as well as directive from the County.
8. Comply with the comprehensive MAA claiming plan approved by the DHCS and County.
9. Certify the non-federal match from the Contractor General Fund, or from any other funds allowed under federal law and regulation for Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 141321.47. The DHCS and County shall deny payments of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of FFP.
10. Retain all records/documents for 3 years after the receipt of payment for that quarter. If an audit is in progress, all records relevant to the audit must be retained until the completion of the audit or the final resolution of all audit exceptions. Contractor shall furnish said documentation, and any other information regarding payments for performing MAA, upon request, to County, DHCS or the Federal Government.

Rev: 8/08/08 – APPROVED:

 Stanislaus County – Julie Mefferd, GSA Director/Purchasing Agent  
Contractor- Center for Human Services-MAA

11. Contractor will ensure an accurate and easily accessible document audit trail is maintained.
12. Be responsible to the DHCS or County for all requirements under this Agreement even though the requirements may be carried out pursuant to a subcontract. All subcontracts shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-government entities performing MAA pursuant to the provisions of this Agreement shall be deemed true subcontractors of the Contractor.
13. Not discriminate against any client or family in the provision of services because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veterans status, gender or pregnancy.

#### **COUNTY'S RESPONSIBILITIES:**

1. Provide MAA invoice and claiming plan review, revision and submission based on data from Contractor in compliance with the required State format. County will provide time survey training and other related training to Contractor staff.
2. Notify Contractor in the event of a change to formulas for reimbursement or changes to regulations. Rates of reimbursement will be determined solely by the State, based on the Federal Financial Participation formula from the Centers for Medicare and Medicaid Services (CMS), the annual Time Survey and actual costs attributed to Contractor. As the State becomes aware of any changes in formula, rates or regulations, and notifies County, County will forward the information to Contractor.
3. Supply Contractor with a detailed accounting of any authorized additional expenses incurred on behalf of Contractor by County in the implementation of this Agreement.
4. Designate the MAA/TCM Coordinator to act as liaison with the Contractor to provide assistance for issues concerning this Agreement and its implementation.
5. Assist in providing, as necessary, Contractor staff training for documentation, time survey and program policies and procedures. County will also forward program material, appropriate for Contractor, from the state agency.

#### **B. COMPENSATION:**

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

1. Total payments to Contractor shall not exceed \$60,000 for the term of this Agreement.
2. Contractor shall invoice County on a quarterly basis in accordance with MAA/TCM guidelines.

Rev: 8/08/08 – APPROVED:  
Stanislaus County – Julie Mefferd, GSA Director/Purchasing Agent  
Contractor- Center for Human Services-MAA

- 3. County shall pay invoices received from Contractor within 30 days of receipt of FFP revenue in accordance with the terms of this Section.
- 4. This Agreement will terminate without penalty at the end or during any fiscal year in which Congress does not appropriate funds; or when changes in legislation mandate the termination of said program.
- 5. The state agency and the County will be held harmless from any federal disallowance resulting from payments made to Contractor. If Contractor has received payments, it shall be liable for any federal disallowance made with respect to those payments.
- 6. Both parties to this Agreement recognize that the Contractor is liable only for its own audit exception and has no liability for any other entity.
- 7. The FFP revenue received by County as a result of Contractor's claims will be distributed based on the following percentage methodology:

Contractor reimbursement	90%
Administration/Program Participation Fee (retained by HSA)	10%

**C. CONFIDENTIALITY AND COMPLIANCE**

Section 10 of the Agreement is hereby amended to read as follows:

10.1 Through this Agreement, County and Contractor are parties to an agreement in which confidential patient information is necessarily shared with Contractor in fulfillment of the Agreement. Under the terms of this Agreement:

10.1.1 Contractor shall not (a) use or otherwise disclose confidential patient information for any purpose other than the purpose expressly stated in this Agreement and (b) use or disclose such confidential patient information in a manner that violates or would violate HIPAA regulations.

10.1.2 Contractor shall implement and maintain necessary safeguards to ensure that confidential patient information is not used or disclosed by Contractor, except as provided in this Agreement.

10.1.3 Contractor shall promptly report to County any use or disclosure of confidential patient information of which Contractor becomes aware that is not provided for or permitted in this Agreement. Contractor shall permit County to investigate any such report and to examine Contractor's premises where work under this Agreement was performed.

Rev: 8/08/08 – APPROVED:

 Stanislaus County – Julie Mefferd, GSA Director/Purchasing Agent  
Contractor- Center for Human Services-MAA

Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents, and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claim Act. Contractor agrees that it has access to a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will comply with and adhere to these policies and procedures.

This Section shall survive the termination or conclusion of this Agreement and shall survive indefinitely.

**D. TERM:**

The term of this contract will begin July 1, 2008 and terminate June 30, 2009. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party.





# 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 DRIVE  
MODESTO, CA 95350

### BILL TO

HEALTH SERVICES AGENCY  
(209) 558-7124  
PO BOX 492  
MODESTO, CA 95353  
United States

## Purchase Order

PURCHASE ORDER NO. REVISION PAGE

82426 1 1

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

DATE OF ORDER BUYER  
25-AUG-08 S Shafer


DATE OF REVISION BUYER  
26-AUG-08 S Shafer

VENDOR: CENTER FOR HUMAN SERVICES  
CENTER FOR HUMAN SERVICES  
1700 McHENRY VILLAGE WY #11B  
MODESTO, CA 95350

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	24	IMMED	PREPAID	DESTINATION	COMMON CARRIER
FIRM TO/TELEPHONE			REQUESTOR / DELIVER TO		
POLLY BUTSON			(209) 526-1440		

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	CONTRACT #13184 FY 08/09 TO CONDUCT MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) CONTRACT MAX \$60,000.00 EXPIRES 06/30/09 1402.1420160.02010					60,000.00	N

Total 60,000.00

  
AUTHORIZED SIGNATURE

**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 Center for Human Services, as fiscal liaison for Westside Community Alliance ("Contractor") as of July 1, 2010.

**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: Center for Human Services  
1700 McHenry Village Way, #11B  
Modesto, CA 95353

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**  
GSA Purchasing Division

**CENTER FOR HUMAN SERVICES**


By:   
Julie A. Mefferd, Director/Purchasing  
Agent  
"County"

By:   
Printed Name: Cindy Duenas  
Title: Executive Director

Dated: 1/20/10

"Contractor"  
Dated: 1/20/2010

APPROVED AS TO CONTENT:  
Health Services Agency

By:   
Mary Ann Lee, Managing Director

Dated: 1/21/10

APPROVED AS TO FORM:  
Dean Wright  
Deputy County Counsel

## **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 \$20,000, 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)

## Section: Community Collaboration      Community Group Name Patterson

Planned Outcome	Objectives	Activities	Required Reporting Indicators
<p>1. Families with children 0-5 will be aware of services throughout the county</p>	<p>1. By end of June 2010, 200 homes, businesses, and providers will be reached via outreach by NOW's at each site</p>	<p>1a. Identify &amp; 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.</p>	<p>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)</p>
<p>2. Improved Coordination of Care</p>	<p>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</p>	<p>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.</p>	<p>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</p>
<p>3. Pregnant women and families are supported throughout pregnancy and their child's infancy</p>	<p>3a. By end of June 2010, each site will hold a minimum of 30 support and educational sessions (15 each for <b>Patterson and Grayson</b>)                      3b. By end of June 2010, 10 new pregnant 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</p>	<p>3a. Coordinate weekly Support groups for pregnant and infant parenting women in each community                      3b. Identify &amp; 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 -no candy, high sugar pastries or soda. No homemade cooking by facilitator.                      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<sup>th</sup> of month                      3k. Encourage male involvement with family nights or father events to promote HBO program or parenting skills.</p>	<p>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</p>

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

# **Westside Community Alliance HBO Budget Narrative 2009-2010 (\$20,000)**

## **Personnel Costs:**

**Program Manager-Lis Wilson, MFT:** Provides supervision of WCA operations, including staff supervision, contract monitoring and budget management. Develops partnerships and community support for this program and other programs that support HBO participants. HBO funds will be used for overall supervision of program to ensure accuracy, consistency, and reporting responsibilities. This is a full time position with 2 hours being paid by this funding and approx. 2 hours of in-kind support for this program.

**Program Specialist-Albertina Reynoso:** Funds to be used to recruit pregnant and new mothers & fathers, community outreach and support, organize health fairs, host weekly support groups, attend technical trainings, provide resource and referral, and enter data into ecomcas. This is a full time position with 10 hours paid through this project and approximately 10 hour of in-kind support for this program.

**Payroll Taxes/Fringe Benefits** are direct charges for FICA, Medicare, State Unemployment Insurance (SUI), Workers Compensation, and group insurance. The cost share for these services is calculated as a percentage of overall personnel labor charges. CHA is estimating the 2009-2010 Fringe rate at 20%.

**Rent:** Funds to be used to pay for Westside Community Alliance's portion of rent at the Patterson Family Resource Center calculated at \$1,800 annually.

**Utilities:** Program share of Family Resource Center utilities budgeted at \$242. Includes electricity, water, sewer, garbage, janitorial, etc.

**Office Expenses:** Funds to be used to purchase general office supplies (pens, pencils, case folders, paper, ink, glue, etc.) to ensure program success. (\$600)

**Communication and postage:** Program share of telephone/internet expense budgeted for \$150.

**Food for Meetings** is budgeted for \$900 to provide refreshments and food for meetings and activities.

**Incentives:** Funds to be used to purchase incentives (diaper bags, diapers, baby supplies, etc.) for HBO participants to encourage participation. (\$1,200)

**Indirect/Admin Costs** are expenses that cannot be readily identified with a particular final cost objective and include costs related to payroll services, benefits management, finance functions, human resources, etc. CHS has a federally approved indirect rate of 15% for 2009-2010 and will apply that rate to this funding. (\$2609)

**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 Center for Human Services ("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: Center for Human Services  
1700 McHenry Village Way #11B  
Modesto, CA 95353

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**

Approved per BOS Item #: B-8  
Dated: June 9, 2009

APPROVED AS TO CONTENT:  
Health Services Agency

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

Dated: 8/27/09

APPROVED AS TO FORM:  
Dean Wright  
Deputy County Counsel

**CENTER FOR HUMAN SERVICES**

By: Linda Kovacs

Printed Name: Linda Kovacs

Title: Executive Director

"Contractor"

Dated: 7/20/09

## **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: Westside Family Resource Network**

Planned Outcome	Objectives	Activities	Required Reporting Indicators
<p>1. Families with children 0-5 will be aware of services throughout the county</p>	<p>1. By end of June 2010 200 homes, businesses, and providers will be reached via outreach by NOW's at each site</p>	<p>1a. Identify &amp; 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.</p>	<p>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)</p>
<p>2. Improved Coordination of Care</p>	<p>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 2009 each community will have had one representative attend a minimum of 4 HBO program technical assistance meetings</p>	<p>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.</p>	<p>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</p>
<p>3. Pregnant women and families are supported throughout pregnancy and their child's infancy</p>	<p>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 2001020 new pregnant 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</p>	<p>3a. Coordinate weekly Support groups for pregnant and infant parenting women in each community                      3b. Identify &amp; 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 -no candy, high sugar pastries or soda. No homemade cooking by facilitator.                      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<sup>th</sup> of month                      3k. Encourage male involvement with family nights or father events to promote HBO program or parenting skills.</p>	<p>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</p>

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"> <li>• 90% of babies will be born at 37 weeks or gestation or greater</li> <li>• 90% of women will deliver infants weighing 5.5 lbs or more.</li> </ul> <p>4b. Each site will promote child health by encouraging mothers to breastfeed</p> <ul style="list-style-type: none"> <li>• 50% of women will initiate breastfeeding</li> <li>• 30% will breastfeed for at least 6 months</li> </ul> <p>4c. Infants will have health insurance and be up to date with their immunizations</p> <ul style="list-style-type: none"> <li>• 85% of infants at 1 yr of age will be up to date with immunizations</li> <li>• 85% of infants at 1 year of age will have health insurance</li> </ul>	<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"> <li>1) Client and baby name</li> <li>2) Baby birth date</li> <li>3) Birth Weight</li> <li>4) Breastfeeding initiation? (y/n)</li> </ol> <p>Report Pre-term births 36 weeks and under</p> <ol style="list-style-type: none"> <li>1) Client and baby name</li> <li>2) Baby birth date</li> <li>3) Birth Weight</li> <li>4) Breastfeeding initiation? (y/n)</li> </ol> <p>Report fetal or infant deaths</p> <ol style="list-style-type: none"> <li>1) Client name</li> <li>2) Fetal week or baby age at death</li> </ol> <p>Report one (1) year old infants status:</p> <ol style="list-style-type: none"> <li>1) Total # 1 year old infants attending</li> <li>2) # that have had 3 sets of IZ's</li> <li>3) # that have health insurance</li> </ol>

**HEALTHY BIRTH OUTCOMES BUDGET  
BUDGET NARRATIVE  
JULY 1, 2009-JUNE 30, 2010**

Name: Westside Family Resource Network  
Address: 1300 Patchett Drive  
City, State: Newman, CA  
Telephone: 209-862-0295  
Contact Person: Laura Elkinton  
Email: lelinton@nclusd.k12.ca.us

**PERSONNEL EXPENSE:**

**Coordinator: 14.73 hr X 8/hrs/week X 4/wks/mo X 12/mo**

Responsible for the overall administration of the day-to-day project operations and program implementation. Will supervise staff, coordinate program services, complete and submit reports. Work closely with school staff, administrators, and partners to build and sustain awareness of health insurance programs, enrollment and retention, and utilization of healthcare services. Secure funding to sustain programs. Responsible for administrative clerical duties of program implementation. This is a .75 position with 8 hours being paid by this funding and approx. 22 hours of in-kind support for this program.

**Program Specialist: 1FTE x \$12.73 X 30/hrs/week X 4/wks/mo X12/mo**

Responsible for the implementation of the day-to-day activities of the project. Assists in recruitment of pregnant and new mothers & fathers, community outreach and support, hosts weekly support groups, attends technical trainings, provides resource and referral and follow-up with families, and enters data into ecomcas. This is a full time position with 30 hours paid through this project and approximately 10 hour of in-kind support for this program.

**Outreach Specialist: 1 FTE x \$14.00/hr X 10/hrs/wk X 4/wks/mo X12/mo**

Provides outreach and recruitment activities for HBO program. Collects data and assists with developing database of the outreach day-to-day activities of the project. Works closely with program staff to develop action plans, organize and conduct outreach. Gather data, complete reports on program activities. Provides follow up with families as needed. This is a full time position with 10 hours paid through this project and approximately 30 hour of in-kind support for this program.

**OPERATING EXPENSES:**

**Utilities:** Program share of utility expenses.

**Office Supplies and Materials:** Funds to be used to purchase general office supplies (pens, pencils, case folders, paper, ink, glue, etc.) to ensure program success.

**Communications Postage/Mailings** – for program related activities

**Education Materials:** Funds utilized to purchase curriculum and educational materials for HBO groups.

**Classified Advertising** – used to advertise events and services

**Equipment repair and maintenance:** Funds utilized to repair and maintain computers and office equipment utilized for HBO activities.

**Mileage and Travel:** Mileage travel for staff and volunteers to attend meetings and training. Client bus tickets for health related needs.

**Client Incentives:** Funds to be used to purchase incentives (Nob hill cards-\$15 increments, baby ready kits, baby shower raffles, HBO logo incentives, etc for HBO participants to encourage participation.

**Meeting/Trainings:** Funds utilized for training and meeting expenses related to HBO groups.

**Food:** Funds to provide refreshments and food for meetings and activities.

**INDIRECT COST:**

Expenses that cannot be readily identified with a particular final cost objective and include costs related to payroll services, benefits management, finance functions, human resources, etc. CHS has a federally approved indirect rate of 15% for 2009-2010 and will apply that rate to this funding.

**NAME:** Westside Family Resource Network  
**ADDRESS:** 1300 Patchett Driveve  
**CITY, STATE:** Newman, CA

**HEALTHY BIRTH OUTCOMES BUDGET  
 FOR THE YEAR JULY 1, 2008 - JUNE 30, 2009**

<b>I. PERSONNEL</b>				<b>Annual Budget</b>	<b>IN-KIND</b>	<b>GRAND TOTAL</b>
<i>Position Title</i>	<i>\$/hr</i>	<i>Hrs/wk</i>				
A Program Coordinator	\$18.08	8	\$ 6,154		\$ 6,154	
B Program Specialist/outreach	\$13.50	30	\$ 19,935	\$ -	\$ 19,935	
C Program Specialist	\$14.00	10	\$ 7,308	\$ -	\$ 7,308	
			\$ 33,397			
Benefits @ 20.3%			\$ 6,780	\$ 3,281	\$ 9,049	
<b>SUBTOTAL PERSONNEL EXPENSES</b>			<b>\$ 40,176</b>	<b>\$ 3,281</b>	<b>\$ 42,446</b>	
<b>II. OPERATING EXPENSES</b>						
A Rent				\$ 9,600	\$ 9,600	
B Utilities			\$ 400	\$ 2,000	\$ 2,400	
C Office Supplies and Matorials			\$ 1,000		\$ 1,000	
D Communications and Postage			\$ 300	\$ 300	\$ 600	
E Education Materials			\$ 250	\$ -	\$ 250	
F Classified Advertising			\$ 100	\$ -	\$ 100	
G Equipment Repair & Maintenance			\$ 350	\$ 400	\$ 750	
H Equipment Rental			\$ 500	\$ 400	\$ 900	
I Mileage and Travel			\$ 500		\$ 500	
K Client Incentives			\$ 2,000	\$ -	\$ 2,000	
L Meeting /Trainings			\$ 200	\$ -	\$ 200	
M Food for Meetings			\$ 2,050	\$ -	\$ 2,050	
				\$ 3,578	\$ 3,578	
				\$ -	\$ -	
				\$ -		
<b>SUBTOTAL OPERATING EXPENSES</b>			<b>\$ 7,650</b>	<b>\$ 16,278</b>	<b>\$ 25,751</b>	
Indirect/Admin Costs @15%			\$ 7,174			
<b>IV. TOTAL BUDGET REQUEST:</b>						
			<b>\$ 55,000</b>	<b>\$ 19,559</b>	<b>\$ 68,197</b>	



**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  
PO BOX 492  
Modesto, CA 95353

**Purchase Order**

PURCHASE ORDER NO REVISION PAGE

89451 0 1

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

DATE OF ORDER BUYER  
17-SEP-09 S Shafer

DATE OF REVISION BUYER

VENDOR: CENTER FOR HUMAN SERVICES  
CENTER FOR HUMAN SERVICES  
1700 McHENRY VILLAGE WY #11B  
MODESTO, CA 95350

CUSTOMER ACCT NO	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	24	IMMED	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE	REQUESTOR / DELIVER TO				
MOLLY BUTSON	(209) 526-1440				

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT # 21151 FY 09/10 HEALTHY BIRTHS OUTCOME PROJECT  CONTRACT MAX \$ 55,000. EXPIRES 6/30/10  1402.1420389.64720.					55,000.00	N

**Total** 55,000.00

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>.

AUTHORIZED SIGNATURE

**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 Center for Human Services ("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: Center for Human Services  
1700 McHenry Village Way, #11B  
Modesto, CA 95353

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**

Approved per BOS Item #: 4 B-8

Dated: 6/9/09

APPROVED AS TO CONTENT:  
Health Services Agency

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

Dated: 12/11/09

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: Dean Wright  
Dean Wright, Deputy County Counsel

Dated: 12/9/09

**CENTER FOR HUMAN SERVICES**

By: Linda Kovacs

Printed Name: LINDA KOVACS

Title: Executive Director

"Contractor"  
Dated: 12/3/09

## 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: Ceres Partnership for Healthy Children**

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	<b>1a.</b> Identify & coordinate outreach efforts (e.g. door to door, places where pregnant women congregate, focusing on underserved areas). <b>1b.</b> Identify pregnant women to provide healthy pregnancy messages and referral to HBO <b>1c.</b> Work with local organizations to promote HBO program <b>1d.</b> Distribute flyers <b>1e.</b> Provide referral services to pregnant and parenting women. <b>1f.</b> Incentives provided to promote recruitment <b>1g.</b> 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	<b>2a.</b> 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. <b>2b.</b> By June 2010 each community will have had one representative attend a minimum of 4 HBO program technical assistance meetings	<b>2a.</b> Develop referral protocol with at least one local medical clinic <b>2b.</b> Work with medical office to promote HBO program <b>2c.</b> 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	<b>3a.</b> By end of June 2010, each site will hold a minimum of 30 support and educational sessions (15 each for Patterson and Grayson)  <b>3b.</b> By end of June 2010, 20 new <u>pregnant</u> women will be enrolled into HBO program  <b>3c.</b> 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	<b>3a.</b> Coordinate weekly Support groups for pregnant and infant parenting women in each community <b>3b.</b> Identify & implement participant recruitment efforts <b>3c.</b> Coordinate educational sessions by HSA staff twice monthly by faxing module request to HSA staff at least 30 days in advance <b>3d.</b> Incentives provided to promote recruitment, prenatal care, and group participation <b>3e.</b> Facilitate group to meet needs of all cultures and languages, creating comfortable environment for all participants <b>3f.</b> Monitor and encourage prenatal care, healthy eating, resource needs and infant well checks <b>3g.</b> Consistently provide a healthy snack or lunch - <u>no candy, high sugar pastries or soda. No homemade cooking by facilitator.</u> <b>3h.</b> Ensure weekly sign in sheet is completed by every class participant and support person. No staff should sign in. <b>3i.</b> Complete HBO program intake form for each new HBO participant woman attending group at least 1 time <b>3j.</b> Fax monthly report with sign in sheets and intakes by 16 <sup>th</sup> of month <b>3k.</b> 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><b>4. Improved Maternal and Child Health</b></p>	<p><b>4a.</b> 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"> <li>• 90% of babies will be born at 37 weeks or gestation or greater</li> <li>• 90% of women will deliver infants weighing 5.5 lbs or more.</li> </ul> <p><b>4b.</b> Each site will promote child health by encouraging mothers to breastfeed</p> <ul style="list-style-type: none"> <li>• 50% of women will initiate breastfeeding</li> <li>• 30% will breastfeed for at least 6 months</li> </ul> <p><b>4c.</b> Infants will have health insurance and be up to date with their immunizations</p> <ul style="list-style-type: none"> <li>• 85% of infants at 1 yr of age will be up to date with immunizations</li> <li>• 85% of infants at 1 year of age will have health insurance</li> </ul>	<p><b>4a.</b> Monitor and encourage prenatal care, healthy eating, resource needs and infant well checks</p> <p><b>4b.</b> Refer high risk women to Public Health Nursing by faxing referral form to 558-8315</p> <p><b>4c.</b> Encourage pregnant women to attend HBO group</p> <p><b>4d.</b> Follow-up on pregnant women not able to continue attending HBO group for medical or access reasons.</p> <p><b>4e.</b> Collect information on delivered baby (birth outcome) for all HBO pregnant participants</p> <p><b>4f.</b> Promote breastfeeding initiation and continuance for 6 months</p> <p><b>4g.</b> Monitor infant health by promoting immunizations by state immunization schedule (3 sets of iz's by 1 year of age)</p> <p><b>4h.</b> Ensure infant has medical insurance</p>	<p>Report births 37 weeks and over:</p> <ol style="list-style-type: none"> <li>1) Client and baby name</li> <li>2) Baby birth date</li> <li>3) Birth Weight</li> <li>4) Breastfeeding initiation? (y/n)</li> </ol> <p>Report Pre-term births 36 weeks and under</p> <ol style="list-style-type: none"> <li>1) Client and baby name</li> <li>2) Baby birth date</li> <li>3) Birth Weight</li> <li>4) Breastfeeding initiation? (y/n)</li> </ol> <p>Report fetal or infant deaths</p> <ol style="list-style-type: none"> <li>1) Client name</li> <li>2) Fetal week or baby age at death</li> </ol> <p>Report one (1) year old infants status:</p> <ol style="list-style-type: none"> <li>1) Total # 1 year old infants attending</li> <li>2) # that have had 3 sets of IZ's</li> <li>3) # that have health insurance</li> </ol>

# **Ceres Partnership for Healthy Children HBO Budget Narrative 2009-2010**

## **Personnel Costs:**

**CPHC Program Manager** directs all the operations of the Ceres Partnership for Healthy Children. Contract monitoring, develops budgets and budget monitoring. Develops partnerships and community support for this program and fund development for this program, the Family Resource Center and other programs that support HBO participants. Time is In-kind for this project

**Project Coordinator** supervises direct program staff, program evaluation, and data collection. Attends appropriate project planning meetings. Schedule special activities and outreach opportunities. This is a full time position with 11 hours paid through this project.

**Program Specialist** will work to schedule, coordinate and facilitate weekly support groups. Coordinate family activities and special activities to engage fathers, and entire family. Provides one-on-one contacts with participants and transportation to program and/ medical appointments if necessary. Conduct community presentations. This is a 30 hour position paid through this project.

**Janitor** will conduct general cleaning of the office and meeting areas. Sanitize toys used by program participants. This is a part-time position with 1 hour a week paid through this program.

**Payroll Taxes/Fringe Benefits** are direct charges for FICA, Medicare, State Unemployment Insurance (SUI), Workers Compensation, and group insurance. The cost share for these services is calculated as a percentage of overall personnel labor charges. This percentage is utilized in the budget model to estimate these costs.

## **Operating Expenses:**

**Rent** budgeted \$3600 (\$300 per month) with another \$18,000 estimated annually in-kind for use of interviewing rooms, reception and other common areas.

**Utilities** for Family Resource Center are budgeted for \$850 paid this program. Includes electricity, water, sewer, garbage, etc.

**Office Supplies and Expenses** budgeting \$1200 for general office expenses with another \$600 estimated in in-kind from community donations.

**Communication and postage** are budgeted for \$840 to cover telephone expenses, cell phone, and internet fees. Postage is provided in-kind from community donations.

**Education Materials** in the amount of \$400 is provided in-kind to demonstrate or otherwise support the education of program participants.

**Equipment Repair & Maintenance** is budgeted for \$233 for repair or maintenance on copiers, printers, company vehicles as needed to provide support for program.

**Equipment Rental** is budgeted for \$180 for equipment leases such as copier or printer to support program activities.

**Mileage and Travel** expenses are budgeted for \$600 for staff travel for project activities and costs associated with transportation of program participants.

**Client Incentives** \$1200 for incentives for program participants or potential participants with another \$4000 estimated in-kind donations of diapers, baby items, hygiene or household items donated by local business partners.

**Meetings and Trainings** are budgeted for \$400 for meetings expenses, costs of activities for children in child care during program and staff training costs.

**Food for Meetings** is budgeted for \$3000 to provide refreshments and food for meetings and activities.

**Indirect/Admin Costs** are at 15% to cover costs of administration of this grant. Can include payroll services, benefits management, financials, invoicing, contact management all associated with the indirect management of this grant.

NAME: Ceres Partnership for Healthy Children/Center for Human Services  
 ADDRESS: 2908 4th Street  
 CITY, STATE: Ceres, Ca 95307

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

<b>I. PERSONNEL</b>				<b>Annual Budget</b>	<b>IN-KIND</b>	<b>GRAND TOTAL</b>
<i>Position Title</i>	<i>\$/hr</i>	<i>Hrs/wk</i>				
A. Program Manager			\$ -	\$ 11,773.00	\$ 11,773.00	
B. Program Coordinator	\$16.24	11	\$ 9,323.00	\$ -	\$ 9,323.00	
C. Program Specialist	\$12.73	30	\$ 19,935.00	\$ -	\$ 19,935.00	
D. Janitor	\$9.78	1	\$ 511.00	\$ -	\$ 511.00	
E. Outreach				\$ 2,860.00	\$ 2,860.00	
			\$ 29,769.00			
Benefits @ 20%			\$ 5,954.00	\$ 2,926.00	\$ 9,049.00	
<b>SUBTOTAL PERSONNEL EXPENSES:</b>			<b>\$ 35,723.00</b>	<b>\$ 17,559.00</b>	<b>\$ 53,451.00</b>	
<b>II. OPERATING EXPENSES</b>						
A. Rent			\$ 3,600.00	\$ 18,000.00	\$ 21,600.00	
B. Utilities			\$ 850.00	\$ 1,200.00	\$ 2,050.00	
C. Office Supplies and Materials			\$ 1,200.00	\$ 600.00	\$ 1,800.00	
D. Communications and Postage			\$ 840.00	\$ 300.00	\$ 1,140.00	
E. Education Materials			\$ -	\$ 400.00	\$ 400.00	
G. Equipment Repair & Maintenance			\$ 233.00	\$ -	\$ 233.00	
H. Equipment Rental			\$ 180.00	\$ -	\$ 180.00	
I. Mileage and Travel			\$ 600.00	\$ 600.00	\$ 1,200.00	
K. Client Incentives			\$ 1,200.00	\$ 4,000.00	\$ 5,200.00	
L. Meeting /Trainings			\$ 400.00	\$ -	\$ 400.00	
M. Food for Meetings			\$ 3,000.00	\$ -	\$ 3,000.00	
Indirect/Admin Costs @15%			\$ 7,174.00	\$ 3,165.00	\$ 10,339.00	
				\$ -	\$ -	
				\$ -	\$ -	
<b>SUBTOTAL OPERATING EXPENSES:</b>			<b>\$ 19,277.00</b>	<b>\$ 28,265.00</b>	<b>\$ 25,751.00</b>	
<b>IV. TOTAL BUDGET REQUEST:</b>				<b>\$ 55,000.00</b>	<b>\$ 45,824.00</b>	<b>\$ 79,202.00</b>



# 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  
PO BOX 492  
Modesto, CA 95353

## Purchase Order

PURCHASE ORDER NO. REVISION PAGE

89451 0 1

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

DATE OF ORDER BUYER  
17-SEP-09 S Shafer

DATE OF REVISION BUYER

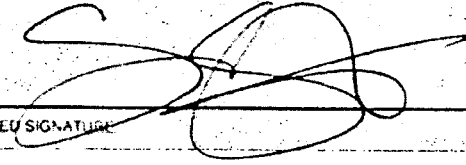
VENDOR: CENTER FOR HUMAN SERVICES  
CENTER FOR HUMAN SERVICES  
1700 McHENRY VILLAGE WY #11B  
MODESTO, CA 95350

CUSTOMER ACCT NO	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	24	IMMED	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO TELEPHONE	REQUESTOR / DELIVER TO				
MOLLY BUTSON	(209) 526-1440				

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT # 21151 FY 09/10 HEALTHY BIRTHS OUTCOME PROJECT  CONTRACT MAX \$ 55,000. EXPIRES 6/30/10  1402.1420389.64720.					55,000.00	N

**Total** 55,000.00

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>

AUTHORIZED SIGNATURE 

**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 Center for Human Services ("Contractor") as of July 1, 2009.

**Recitals**

WHEREAS, the County has a need for an organization to conduct Medi-Cal Administrative Activities (MAA) for the County; 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: Center for Human Services  
1700 McHenry Village Way, #11B  
Modesto, CA 95353

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**

Approved per BOS Item #: B-8  
Dated: June 9, 2009

APPROVED AS TO CONTENT:  
Health Services Agency

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

Dated: 9/25/09

APPROVED AS TO FORM:  
Dean Wright  
Deputy County Counsel

**CENTER FOR HUMAN SERVICES**

By: Linda M Kovacs

Printed Name: Linda M Kovacs

Title: Executive Director

"Contractor"  
Dated: 9/18/09

## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Provide to County, comprehensive Medi-Cal Administrative Activities (MAA) invoice and expenditure and revenue information for invoice preparation. Information for the fiscal year July 1, 2009 through June 30, 2010 will be provided in the format directed by the County no later than October 2010 for fiscal year 2009-2010.
2. Notify County of any organizational or funding changes.
3. Reimburse County for costs incurred by or on behalf of the Contractor in the implementation of this Agreement, quarterly MAA invoice preparation, time survey and other training requirements, and other liaison activities.
4. Designate in writing an employee to act as liaison between the Contractor and the County MAA/TCM Coordinator for issues concerning this Agreement.
5. Perform Medi-Cal Administrative Activities (MAA) on behalf of the Department of Health Care Services (DHCS) and County to assist in the proper and efficient administration of Medi-Cal services to Medi-Cal eligible individuals, and families (where appropriate) served by Contractor.
6. Conduct annual time survey and secondary documentation during the time period designated by the DHCS. The survey will identify all allowable MAA, Non-claimable activities, general administration and paid time-off, which are proportionately allocated to all activities.
7. Comply with enabling legislation, regulations, administrative claiming process directives, and program policy letters from the DHCS, as well as directive from the County.
8. Comply with the comprehensive MAA claiming plan approved by the DHCS and County.
9. Certify the non-federal match from the Contractor General Fund, or from any other funds allowed under federal law and regulation for Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 141321.47. The DHCS and County shall deny payments of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of FFP.
10. Retain all records/documentation for three (3) years after the end of the quarter in which the County receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater. Contractor shall furnish said documentation, and any other information regarding payments for performing MAA, upon request, to County, DHCS or the Federal Government.
11. Contractor will ensure an accurate and easily accessible document audit trail is maintained.
12. Be responsible to the DHCS or County for all requirements under this Agreement even though the requirements may be carried out pursuant to a subcontract. All subcontractors shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-government entities performing MAA pursuant to the provisions of this Agreement shall be deemed true



subcontractors of the Contractor.

13. Not discriminate against any client or family in the provision of services because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veterans status, gender or pregnancy.

#### **COUNTY'S RESPONSIBILITIES:**

1. Provide MAA invoice and claiming plan review, revision and submission based on data from Contractor in compliance with the required State format. County will provide time survey training and other related training to Contractor staff.
2. Notify Contractor in the event of a change to formulas for reimbursement or changes to regulations. Rates of reimbursement will be determined solely by the State, based on the Federal Financial Participation formula from the Centers for Medicare and Medicaid Services (CMS), the annual Time Survey and actual costs attributed to Contractor. As the State becomes aware of any changes in formula, rates or regulations, and notifies County, County will forward information to Contractor.
3. Supply Contractor with the detailed accounting of any authorized additional expenses incurred on behalf of Contractor by County in the implementation of this Agreement.
4. Designate the MAA/TCM Coordinator to act as liaison with the Contractor to provide assistance for issues concerning this Agreement and its implementation.
5. Assist in providing, as necessary, Contractor staff training for documentation, time survey and program policies and procedures. County will also forward program material, appropriate for Contractor, from the state agency.

#### **B. COMPENSATION**

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

1. Contractor shall invoice County on a quarterly basis in accordance with MAA/TCM guidelines.
2. County shall pay invoices received from Contractor within 30 days of receipt of FFP revenue in accordance with the terms of this section.
3. This Agreement will terminate without penalty at the end or during any fiscal year in which Congress does not appropriate funds; or when changes in legislation mandate the termination of said program.
4. The state agency and the County will be held harmless from any federal disallowance resulting in payments made to Contractor. If Contractor has received payments, it shall be liable for any federal disallowance made with respect to those payments.
5. Both parties to this Agreement recognize that the Contractor is liable only for its own audit exception and has no liability for any other entity.
6. The FFP revenue received by County as a result of Contractor's claims will be distribute based on the following process:
  - a. The Contractor shall incur 100% of the cost of providing MAA/TCM services to the community.
  - b. The County shall then invoice the DHCS on behalf of the Contractor for reimbursement of MAA/TCM allowable activities rendered by the

- Contractor.
- c. Upon receipt of 100% of the reimbursement from the DHCS, the County shall pay the Contractor 100% of the reimbursement.
  - d. An invoice will then be generated by the County for the payment of the 10% Administrative/Participation fee to the Contractor.
  - e. The Contractor shall then generate a payment to the County within seventy-two (72) hours of receipt of the invoice for payment of the 10% Administrative/Participation fee.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$60,000, 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. CONFIDENTIALITY AND COMPLIANCE**

1. Through this Agreement, County and Contractor are parties to an agreement in which confidential patient information is necessarily shared with Contractor in fulfillment of the Agreement. Under the terms of this Agreement:
  - a. Contractor shall not (a) use or otherwise disclose confidential patient information for any purpose other than the purpose expressly stated in this Agreement and (b) use or disclose such confidential patient information in a manner that violates or would violate HIPAA regulations.
  - b. Contractor shall implement and maintain necessary safeguards to ensure that confidential patient information is not used or disclosed by Contractor, except as provided in this Agreement.
  - c. Contractor shall promptly report to County Privacy Officer any use or disclosure of confidential patient information of which Contractor becomes aware that is not provided for or permitted in this Agreement as follows:

To County: County of Stanislaus  
Health Services Agency  
Privacy Officer  
(209) 558-7034

Contractor shall permit County to investigate any such report and to examine Contractor's premises where work under this Agreement was performed.

2. Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents, and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claim Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will comply with and adhere to these policies and procedures.

This Section shall survive the termination or conclusion of this Agreement and shall survive indefinitely.

**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.



# 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

830 Scenic Drive  
Modesto, CA 95350  
United States

### Purchase Order

PURCHASE ORDER NO. REVISION PAGE

89968 0 1

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

DATE OF ORDER BUYER  
15-OCT-09 S Shafer

DATE OF REVISION BUYER

### BILL TO

HEALTH SERVICES AGENCY  
PO BOX 492  
Modesto, CA 95353

VENDOR: CENTER FOR HUMAN SERVICES  
CENTER FOR HUMAN SERVICES  
1700 McHENRY VILLAGE WY #11B  
MODESTO, CA 95350

CUSTOMER ACCT NO.	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	24	IMMED	PREPAID	DESTINATION	COMMON CARRIER

CONFIRM TO TELEPHONE REQUESTOR / DELIVER TO  
MOLLY BUTSON (209) 526-1440

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT # 21654 FY 09/10 MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  CONTRACT MAX \$ 60,000. EXPIRES 6/30/10  1402.1420160.02010.					60,000.00	N

**Total** 60,000.00

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>

AUTHORIZED SIGNATURE

# CONTRACT COVER SHEET

**NEW CONTRACT**     **AMENDMENT #** \_\_\_\_\_ (PO# \_\_\_\_\_ /Contract # \_\_\_\_\_)

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

<b>CONTRACTOR:</b>	<b>DEPARTMENT:</b> Health Services Agency
Center for Human Services	<b>DIVISION:</b> Public Health
1700 McHenry Village Ste 11	<b>PREPARED BY:</b> Willie Mixon/Gloria Rios
Modesto, CA 95350	<b>PHONE:</b> 8-7034/8-5012
<b>VENDOR NUMBER:</b> (set up-work in progress) <i>54</i>	<b>DATE:</b> September 30, 2009

**NIGP CODE:** \_\_\_\_\_

**CONTRACT DESCRIPTION:** Medi-Cal Administrative Activities (MAA)

	-1-	-2-	-3-	-4-	-5-
LINE DESCRIPTION					
FUND <small>*REQUIRED</small>	1402				
ORG <small>*REQUIRED</small>	1420160				
ACCT <small>*REQUIRED</small>	02010				
GL PROJ					
LOC					
MISC					
AMOUNT <small>*REQUIRED</small> (ENCUMBRANCE AMOUNT FOR CURRENT FISCAL YEAR)	60,000				

\*\*\*\*\* 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 2009-388

ADDITIONAL INFORMATION TO BE PRINTED ON PO: \_\_\_\_\_

NOTES: \_\_\_\_\_

**RECEIVED**  
 OCT 13 2009  
 GENERAL SERVICES AGENCY

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

TYPE S    REV # 0    MAX EXT YR 0    ACT EXT YR 0    MAX AMT \$60,000

AMENDMENT START DATE \_\_\_\_\_ AMENDMENT STOP DATE \_\_\_\_\_

APPROVED BY: MSP      ENTERED BY: [Signature]      CONTRACT #: 21654

DATE: 10/14/2009      DATE: 10-15-9      PO #: 89968

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

# HCA CONTRACT REQUEST FORM

NOTE: Allow at least 20 working days for processing mid-year requests.  
 \*New vendors may not start work until contract has been fully executed.

## A. GENERAL INFORMATION

Requested by: Lizbeth Hernandez Date: 3/5/09  
 Department: Public Health  New Request  Renewal  Amendment  
 Term: Start date: July 1, 2009 Expiration Date: June 30, 2010  
 Type of Contract:  
 Personal Service Agreement  Agreement for Independent Contractor Services  
 Agreement for Professional Services  Personal Services Agreement (Retired County Employee)  
 Business Associate:  YES  NO Retired County Employee  YES  NO

## B. VENDOR INFORMATION

Name: Center for Human Services - CAH Phone No.: (209) 541-0101  
 Address: 1700 Matherly Village STE 11 Soc. Sec. or Fed ID#: 94-17251020  
Modesto CA 95350 Completed W-9 form attached?  YES  NO  
 Contact: Tammy Felix Insurance Certificate attached?  YES  NO

## C. CONTRACT DESCRIPTION/JUSTIFICATION (Attach additional sheet if necessary)

Contract for the provision of MAA services.

## D. SCOPE OF WORK (Attach detailed description)

See attached  
 Title of position: N/A Location: Ceres Partnership for Healthy Children

## E. COMPENSATION (Attach detailed description)

Max to be paid under contract: \$ 600,000 Base rate: \$ N/A Max weekly hours: N/A

## F. FUNDING SOURCE (If contract funds are to be split please indicate appropriate account allocation)

Line Description	1	2	3	4	5
FUND *REQUIRED	<u>1402</u>				
ORG *REQUIRED	<u>1420160</u>				
ACCT *REQUIRED	<u>02010</u>				
OTHER (Travel, CEU, etc.)					
AMOUNT *REQUIRED	<u>600,000</u>				

## G. MEDICAL MALPRACTICE INSURANCE (for medical professionals only)

Will County provide malpractice coverage?  YES  NO  
 Will physician also be teaching?  YES  NO If yes, has UCD affiliation been obtained?  YES  NO

## H. APPROVAL

Senior Manager \_\_\_\_\_ Initials: CM Date: 3/5/09  
 Financial Liaison \_\_\_\_\_ SS 3/12/09  
 CFO/Controller \_\_\_\_\_  
 HR (for Personal Service Agreements only) \_\_\_\_\_

*Lizbeth Del TC  
 3/12/09*

**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 Center for Human Services Fiscal Agent for Westside Community Alliance ("Contractor") as of July 1, 2008.

**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: Center for Human Services Fiscal Agent for  
Westside Community Alliance  
1700 McHenry Village Way #11B  
Modesto, Ca 95350

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**  
GSA Purchasing Division

**CONTRACTORS NAME**

By: BOARD ORDER B-2  
Julie A. Mefferd, Director/Purchasing Agent  
"County"

By: Cindy Duenas  
Center for Human Services Fiscal Agent  
for Westside Community Alliance  
"Contractor"

Dated: 6/10/08

Dated: 5/23/08

~~APPROVED AS TO CONTENT:~~  
Stanislaus County Health Services Agency

By: MaryAnn Lee  
MaryAnn Lee, Managing Director

Dated: 6/10/08

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: DW  
Dean Wright, Deputy County Counsel

Dated: \_\_\_\_\_



## **EXHIBIT A**

### **A. SCOPE OF WORK**

Scope of work is identified in "Attachment A".

### **B. COMPENSATION:**

1. Contractor shall be paid, on an end-of-month basis as invoiced on a County Blue Claim 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, amount due. Invoices shall be due to County within 15 calendar days following the end of the month in which services were rendered. If Contractor does not submit invoices within this time frame with sufficient detail as required by County, payment could be delayed or withheld.
3. Total compensation during the term of this Agreement shall not exceed \$20,000.00.

### **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 this 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, 2008 and terminate June 30, 2009. 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.

**Section: Community Collaboration Community Group Name: Westside Community Alliance**

**Outcome: Community outreach and education**

90% of women identified as pregnant and needing referrals will have referrals to prenatal care, Medi-cal and/or Healthy Families HBO Program will be widely recognized and supported

<b>Objectives</b>	<b>Activities</b>	<b>Evaluation</b>	<b>Who? (Person Responsible)</b>
1. By end of June 2008, 200 homes, businesses, and providers will be reached via outreach by NOW's	<ol style="list-style-type: none"> <li>1. Identify &amp; coordinate outreach efforts (e.g. door to door, places where pregnant women congregate, etc).</li> <li>2. Distribute materials and consistent HBO message on healthy pregnancy</li> <li>3. Provide referral services to pregnant and parenting women.</li> <li>4. Incentives provided to promote recruitment</li> <li>5. Maintain documentation of outreach efforts, number served, and number referred.</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of individuals contacted</li> <li>2. Number of individuals referred to services</li> </ol>	Albertina Reynoso
2. By June of 2008 each site will have participated in at least 5 health fairs or community events to promote HBO program and healthy pregnancy messages.	<ol style="list-style-type: none"> <li>1. Participation in Health Fairs and community events by NOWs to inform about and refer participants to women's and children's health resources</li> <li>2. Work with local businesses or organizations to promote HBO program</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of referrals of individuals encountered through community events and health fairs</li> <li>2. Number and types of referrals made from community events and health fairs</li> </ol>	Dejeune Shelton Albertina Reynoso
3. By June 2008, each site will have an HBO referral protocol with at least 1 local medical clinic	<ol style="list-style-type: none"> <li>1. Build partnerships with local medical providers and clinics for services, referrals and resource linkages</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of referrals by provider and clinic staff</li> <li>2. Number of flyers distributed through provider</li> </ol>	Dejeune Shelton
<i>If applicable-</i> 4. By June 2008, funding will be attained and 4 sites will make available pregnancy tests for community	<ol style="list-style-type: none"> <li>1. Attain funding to implement pregnancy testing in at least 4 community sites</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of pregnancy tests distributed</li> </ol>	Planned Parenthood
5. By June 2008, 15 men from each site will have participated in a community based male involvement program promoting HBO program or parenting skills	<ol style="list-style-type: none"> <li>1. Development and implementation of a male involvement component by each community</li> <li>2. Identify recruitment strategies for male involvement events</li> <li>3. Plan and coordinate events to involve male partners of HBO participants</li> <li>4. Ensure that event includes promotion of HBO program or parenting skills education</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign sheets, agendas and results of post tests or focus groups for male involvement components</li> </ol>	Albertina Reynoso

## Healthy Births Outcomes Project - Scope of Work (FY 08-09)

**Section: Community Collaboration Community Group Name: Westside Community Alliance**

**Outcome: Establish a community based support group for preconception, pregnant and infant parenting women.**

93% of infants born will be at 37 weeks gestation or greater

93% of infants will be born weighing 2500 grams or more

90% of woman entering HBO program with no prenatal care will initiate care

85% of women entering in the first trimester will complete 12 prenatal visits; those entering in second trimester will complete 9 prenatal care visits

50% of women in the support groups will breastfeed; 30% of those remaining in HBO for 6 months after delivery will continue breastfeeding

75% of infants who's mother continues in support groups 1 year after birth will have had 3 doses each of each of Heb B, DtaP, IPV, HIB and PCV vaccines

90% of infants who's mother continues in support groups will receive child check ups following CHDP schedule

Objectives	Activities	Evaluation	Who?
<p>6a. By June of 2008, 30 New pregnant or preconception women will have participated in XXX site community based support group</p> <p>6b. By the end of June 2008, each community site will have held a minimum of 30 support group sessions</p>	<ol style="list-style-type: none"> <li>1. Coordinate weekly Support groups for pregnant women and new mothers in each community</li> <li>2. Develop a project calendar with Health Educator/other healthcare professionals</li> <li>3. Coordinate ed sessions by HSA staff twice monthly by submitting module request to HSA staff</li> <li>4. Incentives provided to promote recruitment, prenatal care, and group participation</li> <li>5. Facilitate to meet needs of all cultures and languages, creating comfortable environment for all participants</li> <li>6. Monitor and encourage prenatal care, healthy eating, resource needs and infant well checks</li> <li>7. Consistently provide a healthy snack or lunch -no candy, high sugar pastries or soda.</li> <li>8. Identify &amp; implement participant recruitment efforts</li> <li>9. Complete HBO program intake form for each new HBO participant woman that includes               <ol style="list-style-type: none"> <li>a. General info incl. ethnicity, birthdate</li> <li>b. How many weeks pregnant?</li> <li>c. Due date?</li> <li>d. Receiving PNC?</li> <li>e. Insurance type</li> <li>f. Any quick help given (thru ecommcase)</li> </ol> </li> <li>10. Collect information on delivered baby               <ol style="list-style-type: none"> <li>a. If preterm or low birth weight</li> <li>b. Birthdate</li> <li>c. Weight of baby</li> <li>d. If initiated Breastfeeding</li> <li>e. Well check and IZ updates</li> </ol> </li> </ol>	<p>2a. Number of women signed up for HBO by intake form. Intake form to be provided to HSA</p> <p>2b. Number of women attending each group by sign in sheet. Sign in sheets to be provided to HSA</p> <p>2c. Log of support group sessions</p>	<p>Albertina Reynoso</p>

*Healthy Births Outcomes Project - Scope of Work (FY 08-09)*

Section: Community Collaboration Community Group Name: Westside Community Alliance

**Outcome: Ensure an efficient program through staff competency, technical assistance, and proper data collection**

100% of sites will input HBO program data into ecommcase

Each site will employ appropriate staffing to complete all program deliverables- at a minimum a program coordinator, support group facilitator, and neighborhood outreach worker. Roles can be shared as long as the deliverables are not compromised and are fully met

Objectives	Activities	Evaluation	Who?
7. By June 2008 each community will have had one representative attend a minimum of 6 technical assistance meetings	<ol style="list-style-type: none"> <li>1. Technical assistance meetings provided for community groups by HSA</li> <li>2. Minimum of 1 rep per site must attend</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign in sheets and minutes from technical assistance meetings</li> </ol>	All staff listed above will participate in activities
8. By June 2008, HSA will have coordinated 2 education trainings for site HBO staff.	<ol style="list-style-type: none"> <li>1. Education and in-services for NOWs and support group leaders provided by HAS</li> <li>2. Each site to provide training to new HBO staff members in coordination with HAS program coordinators</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign in sheets and agendas from training sessions</li> <li>2. Evaluation for each HSA specific training</li> </ol>	All staff listed above will participate in activities
9. By June 2008, ecommcase will make available a full years report for each site	<ol style="list-style-type: none"> <li>1. Each site will enter all HBO program data into ecommcase by the 15th of the proceeding month</li> <li>2. Maintain backup documentation such as sign in sheets and intake forms</li> </ol>	<ol style="list-style-type: none"> <li>1. HBO monthly report available through ecommcase will match intake forms and support group sign in sheets</li> </ol>	All staff listed above will participate in activities

# **Westside Community Alliance HBO Budget Narrative 2008-2009 (\$20,000)**

**Personnel Costs:**

**WCA President:** Directs all the operations of the Westside Community Alliance, including contract monitoring and budget management. Develops partnerships and community support for this program and other programs that support HBO participants. HBO funds will be used for overall supervision of program to ensure accuracy, consistency, and reporting responsibilities. This is a full time position with 2 hours being paid by this funding and approx. 5 hours of in-kind support for this program.

**Program Specialist:** Funds to be used to recruit pregnant and new mothers & fathers, community outreach and support, organize health fairs, host weekly support groups, attend technical trainings, provide resource and referral, and enter data into ecomcas. This is a full time position with 12 hours paid through this project.

**Payroll Taxes/Fringe Benefits** are direct charges for FICA, Medicare, State Unemployment Insurance (SUI), Workers Compensation, and group insurance. The cost share for these services is calculated as a percentage of overall personnel labor charges. CHA is estimating the 2008-2009 Fringe rate at 19%.

**Rent:** Funds to be used to pay for Westside Community Alliance's portion of rent at the Patterson Family Resource Center calculated at \$640 annually.

**Office Expenses:** Funds to be used to purchase general office supplies (pens, pencils, case folders, paper, ink, glue, etc.) to ensure program success. (\$600)

**Service Related Supplies:** Funds will be used to purchase service relates supplies for program (posters etc.) (\$302)

**Mileage and Travel:** Budgeted for staff travel for project activities and costs associated with transportation of program participants. (\$100)

**Contract Services:** Funds to be used to pay for speakers and trainings at weekly HBO support groups. (\$500)

**Food for Meetings** is budgeted for \$600 to provide refreshments and food for meetings and activities.

**Incentives:** Funds to be used to purchase incentives (diaper bags, diapers, baby supplies, etc.) for HBO participants to encourage participation. (\$600)

**Indirect/Admin Costs** are expenses that cannot be readily identified with a particular final cost objective and include costs related to payroll services, benefits management, finance functions, human resources, etc. CHS has a federally approved indirect rate of 15% for 2008-2009 and will apply that rate to this funding. (\$2608)

**NAME:** Westside Community Alliance  
**ADDRESS:** 118 N. 2nd Street, Ste.D  
**CITY, STATE:** Patterson, CA 95363

**HEALTHY BIRTH OUTCOMES BUDGET  
 FOR THE YEAR JULY 1, 2008 - JUNE 30, 2009**

<b>I. PERSONNEL</b>				<b>Annual Budget</b>	<b>IN-KIND</b>	<b>GRAND TOTAL</b>
<i>Position Title</i>	<i>\$/hr</i>	<i>Hrs/wk</i>				
A. WCA President	\$42,811.00	2	\$ 2,141.00	\$ 5,352.00	\$ 7,493.00	
B. Program Specialist	\$15.49	12	\$ 9,666.00	\$ 8,055.00	\$ 17,721.00	
C.				\$ -	\$ -	
D.			\$ -	\$ -	\$ -	
E.			\$ -	\$ -	\$ -	
F.			\$ -	\$ -	\$ -	
G.			\$ -	\$ -	\$ -	
Benefits @	19%		\$ 2,243.00	\$ 2,547.33	\$ 4,790.33	
<b>SUBTOTAL PERSONNEL EXPENSES:</b>			<b>\$ 14,050.00</b>	<b>\$ 15,954.33</b>	<b>\$ 30,004.33</b>	
<b>II. OPERATING EXPENSES</b>						
A. Rent and Utilities			\$ 640.00	\$ 2,100.00	\$ 2,740.00	
B. Office Supplies and Materials			\$ 600.00	\$ 500.00	\$ 1,100.00	
C. Communications and Postage			\$ -	\$ -	\$ -	
D. Service Related Supplies			\$ 302.00	\$ -	\$ 302.00	
E. Classified Advertising				\$ -	\$ -	
F. Printing and Binding				\$ -	\$ -	
G. Equipment			\$ -	\$ -	\$ -	
H. Travel			\$ 100.00	\$ -	\$ 100.00	
I. Insurance			\$ -	\$ -	\$ -	
J. Meeting / Conferences			\$ -	\$ 600.00	\$ 600.00	
K. Contracted Services			\$ 500.00	\$ -	\$ 500.00	
L. Food			\$ 600.00	\$ -	\$ 600.00	
M. Incentives			\$ 600.00	\$ -	\$ 600.00	
<b>SUBTOTAL OPERATING EXPENSES:</b>			<b>\$ 3,342.00</b>	<b>\$ 3,200.00</b>	<b>\$ 6,542.00</b>	
<b>III. INDIRECT COSTS**</b>				<b>\$ 2,608.00</b>	<b>\$ 2,873.15</b>	<b>\$ 5,481.15</b>
(@ 15% of total Budget excluding Capital Expenditures) per CHS approved 2008-2009 Federal rate						
<b>IV. TOTAL BUDGET REQUEST:</b>				<b>\$ 20,000.00</b>	<b>\$ 22,027.48</b>	<b>\$ 42,027.48</b>



# 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 DRIVE  
MODESTO, CA 95350

### BILL TO

HEALTH SERVICES AGENCY  
(209) 558-7124  
PO BOX 492  
MODESTO, CA 95353  
United States

## Purchase Order

PURCHASE ORDER NO. REVISION PAGE

81323 0 1

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

DATE OF ORDER BUYER  
14-JUL-08 C Blair

DATE OF REVISION BUYER

ENDOR: CENTER FOR HUMAN SERVICES  
CENTER FOR HUMAN SERVICES  
1700 McHENRY VILLAGE WY #11B  
MODESTO, CA 95350

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	24	IMMED	PREPAID	DESTINATION	COMMON CARRIER
FIRM TELEPHONE	REQUESTOR / DELIVER TO				
OLLY BUTSON	(209) 526-1440				

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	CONTRACT 13181 CONTRACT 08/09 PROVIDE SERVICES FOR THE HEALTHY BIRTH OUTCOMES PROGRAM  CONTRACT MAX \$20,000. EXPIRES 06/30/2009  1402.1420389.64720					20,000.00	N

Total 20,000.00

AUTHORIZED SIGNATURE

**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 Center of Human Services Fiscal Agent for Ceres Partnership for Healthy Children ("Contractor") as of July 1, 2008.

**Recitals**

WHEREAS, the County has a need for an organization to assist County in fulfilling certain goals, objectives, and outcomes for Healthier 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: Center for Human Services Fiscal Agent for Ceres  
Partnership for Healthy Children  
1700 McHenry Village Way #11B  
Modesto, CA 95350

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**

GSA Purchasing Division

By: BOARD ORDER B-2  
Julie A. Mefford, Director/Purchasing Agent  
"County"

Dated: 6/10/08

~~APPROVED AS TO CONTENT:~~  
Stanislaus County Health Services Agency

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

Dated: 6/10/08

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: De  
Dean Wright, Deputy County Counsel

Dated: \_\_\_\_\_

**CONTRACTORS NAME**

By: Cindy Duenas  
Center for Human Services Fiscal Agent  
for Ceres Partnership for Healthy Children  
"Contractor"

Dated: 5/23/08

## **EXHIBIT A**

### **A. SCOPE OF WORK**

Scope of work is identified in "Attachment A".

### **B. COMPENSATION:**

1. Contractor shall be paid, on an end-of-month basis as invoiced on a County Blue Claim 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, amount due. Invoices shall be due to County within 15 calendar days following the end of the month in which services were rendered. If Contractor does not submit invoices within this time frame with sufficient detail as required by County, payment could be delayed or withheld.
3. Total compensation during the term of this Agreement shall not exceed \$55,000.00.

### **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 this 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, 2008 and terminate June 30, 2009. 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 Project - Scope of Work (FY 08/09)

# Attachment A

**Section: Community Collaboration Community Group Name: Ceres Partnership for Healthy Children**  
**Outcome: Community outreach and education**

90% of women identified as pregnant will have referrals to prenatal care, Medi-cal and/or Healthy Families  
 HBO Program will be widely recognized and supported

Objectives	Activities	Evaluation	Who? (Person Responsible)
1. By end of June 2009, 200 homes, businesses, and providers will be reached via outreach by NOW's	1. Identify & coordinate outreach efforts (e.g. door to door, places where pregnant women congregate, etc). 2. Distribute materials and consistent HBO message on healthy pregnancy 3. Provide referral services to pregnant and parenting women. 4. Incentives provided to promote recruitment 5. Maintain documentation of outreach efforts, number served, and number referred.	1. Number of individuals contacted 2. Number of individuals referred to services	Outreach Worker Program Specialists Project Assistant
2. By June of 2009 each site will have participated in at least 5 health fairs or community events to promote HBO program and healthy pregnancy messages.	1. Participation in Health Fairs and community events by NOWs to inform about and refer participants to women's and children's health resources 2. Work with local businesses or organizations to promote HBO program	1. Number of referrals of individuals encountered through community events and health fairs 2. Number and types of referrals made from community events and health fairs	Outreach Worker Program Specialists Project Assistant
3. By June 2009, each site will have an HBO referral protocol with at least 1 local medical clinic	1. Build partnerships with local medical providers and clinics for services, referrals and resource linkages	1. Number of referrals by provider and clinic staff 2. Number of flyers distributed through provider	Program Specialists Project Assistant
<i>If applicable-</i> 4. By June 2009, funding will be attained and 4 sites will make available pregnancy tests for community	1. Attain funding to implement pregnancy testing in at least 4 community sites	1. Number of pregnancy tests distributed	Program Specialists Project Assistant
5. By June 2009, 15 men from each site will have participated in a community based male involvement program promoting HBO program or parenting skills	1. Development and implementation of a male involvement component by each community 2. Identify recruitment strategies for male involvement events 3. Plan and coordinate events to involve male partners of HBO participants 4. Ensure that event includes promotion of HBO program or parenting skills education	1. Sign sheets, agendas and results of post tests or focus groups for male involvement components	Outreach Worker Program Specialists Project Assistant

## Healthy Births Outcomes Project - Scope of Work (FY 08-09)

**Section: Community Collaboration Community Group Name: Ceres Partnership for Healthy Children**

**Outcome: Establish a community based support group for preconception, pregnant and infant parenting women.**

93% of infants born will be at 37 weeks gestation or greater

93% of infants will be born weighing 2500 grams or more

90% of woman entering HBO program with no prenatal care will initiate care

85% of women entering in the first trimester will complete 12 prenatal visits; those entering in second trimester will complete 9 prenatal care visits

50% of women in the support groups will breastfeed; 30% of those remaining in HBO for 6 months after delivery will continue breastfeeding

75% of infants who's mother continues in support groups 1 year after birth will have had 3 doses each of each of Heb B, DtaP, IPV, HIB and PCV vaccines

90% of infants who's mother continues in support groups will receive child check ups following CHDP schedule

Objectives	Activities	Evaluation	Who?
6a. By June of 2009, 30 New pregnant or preconception women will have participated in site community based support groups	<ol style="list-style-type: none"> <li>1. Coordinate weekly Support groups for pregnant women and new mothers in each community</li> <li>2. Develop a project calendar with Health Educator/other healthcare professionals</li> <li>3. Coordinate ed sessions by HSA staff twice monthly by submitting module request to HSA staff</li> <li>4. Incentives provided to promote recruitment, prenatal care, and group participation</li> </ol>	<p>2a. Number of women signed up for HBO by intake form. Intake form to be provided to HSA</p> <p>2b. Number of women attending each group by sign in sheet. Sign in sheets to be provided to HSA</p>	<p>Program Specialists Project Assistant</p>
6b. By the end of June 2009, each community site will have held a minimum of 30 support group sessions	<ol style="list-style-type: none"> <li>5. Facilitate to meet needs of all cultures and languages, creating comfortable environment for all participants</li> <li>6. Monitor and encourage prenatal care, healthy eating, resource needs and infant well checks</li> <li>7. Consistently provide a healthy snack or lunch -no candy, high sugar pastries or soda.</li> <li>8. Identify &amp; implement participant recruitment efforts</li> <li>9. Complete HBO program intake form for each new HBO participant woman that includes               <ol style="list-style-type: none"> <li>a. General info incl. ethnicity, birthdate</li> <li>b. How many weeks pregnant?</li> <li>c. Due date?</li> <li>d. Receiving PNC?</li> <li>e. Insurance type</li> <li>f. Any quick help given (thru ecommcase)</li> </ol> </li> <li>10. Collect information on delivered baby               <ol style="list-style-type: none"> <li>a. If preterm or low birth weight</li> <li>b. Birthdate</li> <li>c. Weight of baby</li> <li>d. If initiated Breastfeeding</li> <li>e. Well check and IZ updates</li> </ol> </li> </ol>	<p>2c. Log of support group sessions</p>	<p>Program Specialists Project Assistant</p>

*Healthy Births Outcomes Project - Scope of Work (FY 08-09)*

Section: **Community Collaboration** Community Group Name: **Ceres Partnership for Healthy Children**

***Outcome: Ensure an efficient program through staff competency, technical assistance, and proper data collection***

100% of sites will input HBO program data into ecommcase

Each site will employ appropriate staffing to complete all program deliverables- at a minimum a program coordinator, support group facilitator, and neighborhood outreach worker. Roles can be shared as long as the deliverables are not compromised and are fully met

<b>Objectives</b>	<b>Activities</b>	<b>Evaluation</b>	<b>Who?</b>
7. By June 2009 each community will have had one representative attend a minimum of 6 technical assistance meetings	<ol style="list-style-type: none"> <li>1. Technical assistance meetings provided for community groups by HSA</li> <li>2. Minimum of 1 rep per site must attend</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign in sheets and minutes from technical assistance meetings</li> </ol>	All staff listed above will participate in activities
8. By June 2009, HSA will have coordinated 2 education trainings for site HBO staff.	<ol style="list-style-type: none"> <li>1. Education and in-services for NOWs and support group leaders provided by HAS</li> <li>2. Each site to provide training to new HBO staff members in coordination with HAS program coordinators</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign in sheets and agendas from training sessions</li> <li>2. Evaluation for each HSA specific training</li> </ol>	All staff listed above will participate in activities
9. By June 2009, ecommcase will make available a full years report for each site	<ol style="list-style-type: none"> <li>1. Each site will enter all HBO program data into ecommcase by the 15th of the proceeding month</li> <li>2. Maintain backup documentation such as sign in sheets and intake forms</li> </ol>	<ol style="list-style-type: none"> <li>1. HBO monthly report available through ecommcase will match intake forms and support group sign in sheets</li> </ol>	All staff listed above will participate in activities

# **Ceres Partnership for Healthy Children HBO Budget Narrative 2008-2009**

## **Personnel Costs:**

**CPHC Program Manager** directs all the operations of the Ceres Partnership for Healthy Children. Contract monitoring, develops budgets and budget monitoring. Develops partnerships and community support for this program and fund development for this program, the Family Resource Center and other programs that support HBO participants. This is a full time position with approx. 10 hours of in-kind support for this program.

**Project Assistant** supervises direct program staff, program evaluation, and data collection. Attends appropriate project planning meetings. Schedule special activities and outreach opportunities. This is a full time position with 8 hours paid through this project.

**Program Specialists** will work as a team to schedule, coordinate and facilitate weekly support groups. Coordinate children's activities and special activities to engage fathers, and entire family. Provides one-on-one contacts with participants and transportation to program and/ medical appointments if necessary. Conduct community presentations. Two 32 hour positions with 12 each paid through this program.

**Outreach Worker** will provide door-to-door and community outreach, assists with community presentations, and provides child care and translation during program activities as needed. One part-time position with 10 hours a week paid through this program.

**Janitor** will conduct general cleaning of the office and meeting areas. Sanitize toys used by program participants. This is a part-time position with 1 hour a week paid through this program.

**Payroll Taxes/Fringe Benefits** are direct charges for FICA, Medicare, State Unemployment Insurance (SUI), Workers Compensation, and group insurance. The cost share for these services is calculated as a percentage of overall personnel labor charges. CHA is estimating the 2008-2009 Fringe rate at 19%.

## **Operating Expenses:**

**Rent** budgeted \$1800 with another \$1800 estimated for in-kind for use of interviewing room, reception and other common areas.

**Utilities** for Family Resource Center are budgeted for \$400 paid this program. Includes electricity, water, sewer, garbage, etc.

**Office Supplies and Expenses** budgeting \$900 for general office expenses with another \$600 estimated in in-kind from community donations.

**Communication and postage** are budgeted for \$300 to cover telephone expenses, cell phone, and internet fees. Postage is provided in-kind from community donations.

**Education Materials** in the amount of \$250 is budgeted for the purchase of items used to demonstrate or otherwise support the education of program participants.

**Classified Advertising** is budgeted for \$150 to place advertisements in local newspaper for program activities or employment.

**Equipment Repair & Maintenance** is budgeted for \$400 for repair or maintenance on copiers, printers, company vehicles as needed to provide support for program.

**Equipment Rental** is budgeted for \$500 for equipment leases such as copier or printer to support program activities.

**Mileage and Travel** expenses are budgeted for \$500 for staff travel for project activities and costs associated with transportation of program participants.

**Client Incentives** \$2000 for incentives for program participants or potential participants.

**Meetings and Trainings** are budgeted for \$499 for meetings expenses, costs of activities for children in child care during program and staff training costs.

**Food for Meetings** is budgeted for \$4000 to provide refreshments and food for meetings and activities.

**Indirect/Admin Costs** are expenses that cannot be readily identified with a particular final cost objective and include costs related to payroll services, benefits management, finance functions, human resources, etc. CHS has a

federally approved indirect rate of 15% for 2008-2009 and will apply that rate to this funding.



NAME: Ceres Partnership for Healthy Children/Center for Human Services  
 ADDRESS: 2321 E. Whitmore Ave  
 CITY, STATE: Ceres, Ca 95307

**HEALTHY BIRTH OUTCOMES BUDGET  
 FOR THE YEAR JULY 1, 2008 - JUNE 30, 2009**

<b>I. PERSONNEL</b>				<b>Annual Budget</b>	<b>IN-KIND</b>	<b>GRAND TOTAL</b>
<i>Position Title</i>	<i>\$/hr</i>	<i>Hrs/wk</i>				
A. Program Manager			\$ -	\$ 11,773.00	\$ 11,773.00	
B. Project Assistant	\$18.08	8	\$ 7,521.00	\$ -	\$ 7,521.00	
C. Program Specialist	\$13.90	12	\$ 8,674.00	\$ -	\$ 8,674.00	
D. Program Specialist	\$13.10	12	\$ 8,174.00	\$ -	\$ 8,174.00	
E. Outreach Worker	\$10.57	10	\$ 5,496.00	\$ 5,496.00	\$ 10,992.00	
F. Janitor	\$9.50	1	\$ 494.00	\$ -	\$ 494.00	
			\$ 30,359.00			
Benefits @ 19%			\$ 5,768.00	\$ 3,281.00	\$ 9,049.00	
<b>SUBTOTAL PERSONNEL EXPENSES:</b>				<b>\$ 36,127.00</b>	<b>\$ 20,550.00</b>	<b>\$ 56,677.00</b>
<b>II. OPERATING EXPENSES</b>						
A. Rent			\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	
B. Utilities			\$ 400.00	\$ -	\$ 400.00	
C. Office Supplies and Materials			\$ 900.00	\$ 600.00	\$ 1,500.00	
D. Communications and Postage			\$ 300.00	\$ 300.00	\$ 600.00	
E. Education Materials			\$ 250.00	\$ -	\$ 250.00	
F. Classified Advertising			\$ 150.00	\$ -	\$ 150.00	
G. Equipment Repair & Maintenance			\$ 400.00	\$ -	\$ 400.00	
H. Equipment Rental			\$ 500.00	\$ -	\$ 500.00	
I. Mileage and Travel			\$ 500.00	\$ 600.00	\$ 1,100.00	
K. Client Incentives			\$ 2,000.00	\$ -	\$ 2,000.00	
L. Meeting /Trainings			\$ 499.00	\$ -	\$ 499.00	
M. Food for Meetings			\$ 4,000.00	\$ -	\$ 4,000.00	
Indirect/Admin Costs @15%			\$ 7,174.00	\$ 3,578.00	\$ 10,752.00	
				\$ -	\$ -	
				\$ -	\$ -	
<b>SUBTOTAL OPERATING EXPENSES:</b>				<b>\$ 18,873.00</b>	<b>\$ 6,878.00</b>	<b>\$ 25,751.00</b>
<b>IV. TOTAL BUDGET REQUEST:</b>				<b>\$ 55,000.00</b>	<b>\$ 27,428.00</b>	<b>\$ 82,428.00</b>



# 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

BEHAVIORAL HEALTH/RECOVERY SVC  
 1917 MEMORIAL DR STE A1  
 CERES, CA 95307  
 United States

### BILL TO

BEHAVIORAL HEALTH/RECOVERY SVC  
 (209) 525-6066  
 800 SCENIC DRIVE  
 MODESTO, CA 95350

## Purchase Order

PURCHASE ORDER NO. REVISION PAGE

81324 0 1

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

DATE OF ORDER BUYER  
 14-JUL-08 C Blair

DATE OF REVISION BUYER

VENDOR: CENTER FOR HUMAN SERVICES  
 CERES PARTNERSHIP  
 FOR HEALTHY CHILDREN  
 2321 E WHITMORE AVE  
 CERES, CA 95307

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

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT 13179 CONTRACT 08/09 PROVIDE SERVICES TO THE HEALTHY BIRTH OUTCOMES PROGRAM  CONTRACT MAX \$55,000. EXPIRES 06/30/2009					55,000.00	N
	CONTRACT 13179 CONTRACT 08/09 PROVIDE SERVICES TO THE HEALTHY BIRTH OUTCOMES PROGRAM						

Total Continued

*CP*

AUTHORIZED SIGNATURE

**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 Center for Human Services Fiscal Agent for Grayson Family Resource Center ("Contractor") as of July 1, 2008.

**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: Center for Human Services Fiscal Agent for Grayson Family  
Resource Center  
1700 McHenry Village Way #11B  
Modesto, CA 95350

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**

GSA Purchasing Division

**CONTRACTORS NAME**

By: BOARD ORDER B-2  
Julie A. Mefford, Director/Purchasing Agent  
"County"

By: Cindy Duenas  
Center for Human Services Fiscal Agent  
for Grayson Family Resource Center  
"Contractor"

Dated: 6/10/08

Dated: 5/23/08

APPROVED AS TO CONTENT:  
Stanislaus County Health Services Agency

By: Mary Ann Lee  
Mary Ann Lee, Managing Director

Dated: 6/10/08

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: DW  
Dean Wright, Deputy County Counsel

Dated: \_\_\_\_\_

V:\PUBLIC\Counsel\CONTRACT\IND-CON Agmt.wpd

## **EXHIBIT A**

### **A. SCOPE OF WORK**

Scope of work is identified in "Attachment A".

### **B. COMPENSATION:**

1. Contractor shall be paid, on an end-of-month basis as invoiced on a County Blue Claim 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, amount due. Invoices shall be due to County within 15 calendar days following the end of the month in which services were rendered. If Contractor does not submit invoices within this time frame with sufficient detail as required by County, payment could be delayed or withheld.
3. Total compensation during the term of this Agreement shall not exceed \$35,000.00.

### **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 this 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, 2008 and terminate June 30, 2009. 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 Project - Scope of Work (FY 08-09)

# Attachment A

## Section: Community Collaboration Community Group Name: Grayson-Westley HBO

### Outcome: Community outreach and education

90% of women identified as pregnant and needing referrals will have referrals to prenatal care, Medi-cal and/or Healthy Families HBO Program will be widely recognized and supported

Objectives	Activities	Evaluation	Who? (Person Responsible)
1. By end of June 2009, <b>200</b> homes, businesses, and providers will be reached via outreach by NOW's	<ol style="list-style-type: none"> <li>1. Identify &amp; coordinate outreach efforts (e.g. door to door, places where pregnant women congregate, etc).</li> <li>2. Distribute materials and consistent HBO message on healthy pregnancy</li> <li>3. Provide referral services to pregnant and parenting women.</li> <li>4. Incentives provided to promote recruitment</li> <li>5. Maintain documentation of outreach efforts, number served, and number referred.</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of individuals contacted</li> <li>2. Number of individuals referred to services</li> </ol>	Need to list staff responsible (staff should be reflected on budget) <b>WENDY</b>
2. By June of 2009 each site will have participated in at least <b>5</b> health fairs or community events to promote HBO program and healthy pregnancy messages.	<ol style="list-style-type: none"> <li>1. Participation in Health Fairs and community events by NOWs to inform about and refer participants to women's and children's health resources</li> <li>2. Work with local businesses or organizations to promote HBO program</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of referrals of individuals encountered through community events and health fairs</li> <li>2. Number and types of referrals made from community events and health fairs</li> </ol>	Need to list staff responsible (staff should be reflected on budget) <b>WENDY/MARIA</b>
3. By June 2009, each site will have an HBO referral protocol with at least <b>1</b> local medical clinic	<ol style="list-style-type: none"> <li>1. Build partnerships with local medical providers and clinics for services, referrals and resource linkages</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of referrals by provider and clinic staff</li> <li>2. Number of flyers distributed through provider</li> </ol>	Need to list staff responsible (staff should be reflected on budget) <b>WENDY</b>
<i>If applicable-</i> 4. By June 2009, funding will be attained and 4 sites will make available pregnancy tests for community	<ol style="list-style-type: none"> <li>1. Attain funding to implement pregnancy testing in at least 4 community sites</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of pregnancy tests distributed</li> </ol>	Need to list staff responsible (staff should be reflected on budget) <b>WENDY</b>
5. By June 2009, <b>15</b> men from each site will have participated in a community based male involvement program promoting HBO program or parenting skills	<ol style="list-style-type: none"> <li>1. Development and implementation of a male involvement component by each community</li> <li>2. Identify recruitment strategies for male involvement events</li> <li>3. Plan and coordinate events to involve male partners of HBO participants</li> <li>4. Ensure that event includes promotion of HBO program or parenting skills education</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign sheets, agendas and results of post tests or focus groups for male involvement components</li> </ol>	

## Healthy Births Outcomes Project - Scope of Work (FY 08-09)

**Section: Community Collaboration Community Group Name: Grayson-Westley HBO**

**Outcome: Establish a community based support group for preconception, pregnant and infant parenting women.**

93% of infants born will be at 37 weeks gestation or greater

93% of infants will be born weighing 2500 grams or more

90% of woman entering HBO program with no prenatal care will initiate care

85% of women entering in the first trimester will complete 12 prenatal visits; those entering in second trimester will complete 9 prenatal care visits

50% of women in the support groups will breastfeed; 30% of those remaining in HBO for 6 months after delivery will continue breastfeeding

75% of infants who's mother continues in support groups 1 year after birth will have had 3 doses each of each of Heb B, DtaP, IPV, HIB and PCV vaccines

90% of infants who's mother continues in support groups will receive child check ups following CHDP schedule

Objectives	Activities	Evaluation	Who?
<p>6a. By June of 2009, <b>30</b> New pregnant or preconception women will have participated in Grayson-Westley HBO site community based support group</p> <p>6b. By the end of June 2009, each community site will have held a minimum of <b>30</b> support group sessions</p>	<ol style="list-style-type: none"> <li>1. Coordinate weekly Support groups for pregnant women and new mothers in each community</li> <li>2. Develop a project calendar with Health Educator/other healthcare professionals</li> <li>3. Coordinate ed sessions by HSA staff twice monthly by submitting module request to HSA staff</li> <li>4. Incentives provided to promote recruitment, prenatal care, and group participation</li> <li>5. Facilitate to meet needs of all cultures and languages, creating comfortable environment for all participants</li> <li>6. Monitor and encourage prenatal care, healthy eating, resource needs and infant well checks</li> <li>7. Consistently provide a healthy snack or lunch -no candy, high sugar pastries or soda.</li> <li>8. Identify &amp; implement participant recruitment efforts</li> <li>9. Complete HBO program intake form for each new HBO participant woman that includes               <ol style="list-style-type: none"> <li>a. General info incl. ethnicity, birthdate</li> <li>b. How many weeks pregnant?</li> <li>c. Due date?</li> <li>d. Receiving PNC?</li> <li>e. Insurance type</li> <li>f. Any quick help given (thru ecommcase)</li> </ol> </li> <li>10. Collect information on delivered baby               <ol style="list-style-type: none"> <li>a. If preterm or low birth weight</li> <li>b. Birthdate</li> <li>c. Weight of baby</li> <li>d. If initiated Breastfeeding</li> <li>e. Well check and IZ updates</li> </ol> </li> </ol>	<p>2a. Number of women signed up for HBO by intake form. Intake form to be provided to HSA</p> <p>2b. Number of women attending each group by sign in sheet. Sign in sheets to be provided to HSA</p> <p>2c. Log of support group sessions</p>	<p>Need to list staff responsible (staff should be reflected on budget) <b>WENDY</b></p>

*Healthy Births Outcomes Project - Scope of Work (FY 08-09)*

Section: Community Collaboration

Community Group Name: Grayson-Westley HBO

**Outcome: Ensure an efficient program through staff competency, technical assistance, and proper data collection**

100% of sites will input HBO program data into ecommcase

Each site will employ appropriate staffing to complete all program deliverables- at a minimum a program coordinator, support group facilitator, and neighborhood outreach worker. Roles can be shared as long as the deliverables are not compromised and are fully met

<b>Objectives</b>	<b>Activities</b>	<b>Evaluation</b>	<b>Who?</b>
7. By June 2009 each community will have had one representative attend a minimum of 6 technical assistance meetings	<ol style="list-style-type: none"> <li>1. Technical assistance meetings provided for community groups by HSA</li> <li>2. Minimum of 1 rep per site must attend</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign in sheets and minutes from technical assistance meetings</li> </ol>	All staff listed above will participate in activities
8. By June 2009, HSA will have coordinated 2 education trainings for site HBO staff.	<ol style="list-style-type: none"> <li>1. Education and in-services for NOWs and support group leaders provided by HAS</li> <li>2. Each site to provide training to new HBO staff members in coordination with HAS program coordinators</li> </ol>	<ol style="list-style-type: none"> <li>1. Sign in sheets and agendas from training sessions</li> <li>2. Evaluation for each HSA specific training</li> </ol>	All staff listed above will participate in activities
9. By June 2009, ecommcase will make available a full years report for each site	<ol style="list-style-type: none"> <li>1. Each site will enter all HBO program data into ecommcase by the 15th of the proceeding month</li> <li>2. Maintain backup documentation such as sign in sheets and intake forms</li> </ol>	<ol style="list-style-type: none"> <li>1. HBO monthly report available through ecommcase will match intake forms and support group sign in sheets</li> </ol>	All staff listed above will participate in activities



# Grayson Family Resource Center Healthy Birth Outcomes HBO Budget Narrative 2008-2009 (\$35,000)

## **Personnel Costs:**

**Promotores** will work to schedule special activities and outreach opportunities as well as coordinate and facilitate weekly support groups. Coordinate activities involving expectant mothers and special activities to engage fathers, and entire family. Conduct community presentations and participate in Health Fairs. .5 FTE paid through this program. .5 FTE in-kind paid through other funding.

**Payroll Taxes/Fringe Benefits** are direct charges for FICA, Medicare, State Unemployment Insurance (SUI), Workers Compensation, and group insurance. The cost share for these services is calculated as a percentage of overall personnel labor charges. This percentage of 19% is utilized in the budget model to estimate these costs.

## **Operating Expenses:**

**Office Supplies and Materials** budgeting \$760 for general office expenses and bottled water for meetings. In-kind \$2,000 from other sources.

**Services Related Supplies** are budgeted for \$1000 for group and meeting activities.

**Travel** expenses are budgeted for \$600 for staff travel for project activities and meetings. In-kind travel expenses of \$1,000 provided by other sources.

**Meetings/Conferences** are budgeted for \$600 for meeting expenses, staff training and meetings.

**Contracted Service** is budgeted **Program Coordinator (M. Rosales)** salaries (paid to Patterson Unified School District). Program Coordinator supervises direct program staff, program evaluation, and data collection. Attends appropriate project planning meetings, manages contract/fiscal objectives and develops community support and participation for this program. .13 FTE paid through this program and .87 paid through other sources. (\$8,400)

**Food for Meetings** is budgeted for \$1,850 to provide refreshments and food for meetings and activities.

**Incentives** are budgeted for \$1,000 for incentives for program participants or potential participants.

**Indirect/Admin Costs** are expenses that cannot be readily identified with a particular final cost objective and include costs related to payroll services, benefits management, finance functions, human resources, etc. CHS has a federally approved indirect rate of 15% for 2008-2009 and will apply that rate to this funding. (\$4,565)

**NAME:** Grayson Family Resource Center  
**ADDRESS:** 301 Howard Road, P.O. Box 7  
**CITY, STATE:** Grayson, CA 95363

**HEALTHY BIRTH OUTCOMES BUDGET  
 FOR THE YEAR JULY 1, 2008 - JUNE 30, 2009**

<b>I. PERSONNEL</b>				<b>Annual Budget</b>	<b>IN-KIND</b>	<b>GRAND TOTAL</b>
<i>Position Title</i>	<i>\$/hr</i>	<i>Hrs/wk</i>				
A. Program Specialist/Outreach	\$13.11	20	\$ 13,634.00	\$ 5,454.00	\$ 19,088.00	
B.				\$ -	\$ -	
C.				\$ -	\$ -	
D.			\$ -	\$ -	\$ -	
E.			\$ -	\$ -	\$ -	
F.			\$ -	\$ -	\$ -	
G.			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
Benefits @	19%		\$ 2,591.00	\$ 1,036.26	\$ 3,626.72	
<b>SUBTOTAL PERSONNEL EXPENSES:</b>			<b>\$ 16,225.00</b>	<b>\$ 6,490.26</b>	<b>\$ 22,714.72</b>	
<b>II. OPERATING EXPENSES</b>						
A. Rent and Utilities				\$ -	\$ -	
B. Office Supplies and Materials			\$ 760.00	\$ 2,000.00	\$ 2,760.00	
C. Communications and Postage			\$ -	\$ -	\$ -	
D. Service Related Supplies			\$ 1,000.00	\$ -	\$ 1,000.00	
E. Classified Advertising				\$ -	\$ -	
F. Printing and Binding				\$ -	\$ -	
G. Equipment			\$ -	\$ 2,000.00	\$ 2,000.00	
H. Travel			\$ 600.00	\$ 1,000.00	\$ 1,600.00	
I. Insurance				\$ -	\$ -	
J. Meeting / Conferences			\$ 600.00	\$ -	\$ 600.00	
K. Contracted Services			\$ 8,400.00	\$ 5,921.00	\$ 14,321.00	
L. Food			\$ 1,850.00	\$ -	\$ 1,850.00	
M. Incentives			\$ 1,000.00	\$ -	\$ 1,000.00	
<b>SUBTOTAL OPERATING EXPENSES:</b>			<b>\$ 14,210.00</b>	<b>\$ 10,921.00</b>	<b>\$ 25,131.00</b>	
<b>III. INDIRECT COSTS**</b>			<b>\$ 4,565.00</b>	<b>\$19,033.47</b>	<b>\$ 23,598.47</b>	
(@ 15% of total Budget excluding Capital Expenditures) per CHS approved 2008-2009 Federal rate						
<b>IV. TOTAL BUDGET REQUEST:</b>			<b>\$ 35,000.00</b>	<b>\$ 36,444.73</b>	<b>\$ 71,444.19</b>	



# 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 DRIVE  
MODESTO, CA 95350

### BILL TO

HEALTH SERVICES AGENCY  
(209) 558-7124  
PO BOX 492  
MODESTO, CA 95353  
United States

## Purchase Order

PURCHASE ORDER NO. REVISION PAGE

81326 0 1

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

DATE OF ORDER BUYER  
14-JUL-08 C Blair

DATE OF REVISION BUYER

VENDOR: CENTER FOR HUMAN SERVICES  
CENTER FOR HUMAN SERVICES  
1700 McHENRY VILLAGE WY #11B  
MODESTO, CA 95350

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	24	IMMED	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE			REQUESTOR / DELIVER TO		
MOLLY BUTSON			(209) 526-1440		

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT 13180 CONTRACT 08/09 PROVIDE SERVICES FOR THE HEALTHY BIRTH OUTCOMES PROGRAM  CONTRACT MAX \$35,000. EXPIRES 06/30/2009					35,000.00	N

**Total** 35,000.00

  
AUTHORIZED SIGNATURE

**INTER-DEPARTMENTAL AGREEMENT BETWEEN  
STANISLAUS COUNTY HEALTH SERVICES AGENCY  
AND  
STANISLAUS COUNTY PUBLIC GUARDIAN**

**PREAMBLE**

WHEREAS, the Stanislaus County Health Services Agency, hereinafter known as the HSA, has entered into an agreement with the California State Department of Health Care Services (DHCS), herein referred to as the State, to establish a means of claiming Federal Financial Participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal Program;

WHEREAS, by the terms of the Agreement between the State and HSA, the HSA is deemed to consist of the agency/department and its employees as well as affiliated agencies operating under inter-department agreement with it;

WHEREAS, HSA has determined that the provision of MAA/TCM administration by the Stanislaus County Public Guardian Department, hereinafter known as the Public Guardian, is an effective method of ensuring the availability, accessibility, coordination and appropriate utilization of requiring health care resources to Medi-Cal eligible individuals and assisting eligible individuals in gaining access to needed medical, social, educational and other services;

NOW, THEREFORE, HSA and Public Guardian enter into the following agreement:

**1. PURPOSE OF AGREEMENT**

- A. This Agreement is entered into by HSA and Public Guardian to implement MAA/TCM.
- B. The State has recognized the unique relationship that HSA, including the affiliated departments operating under inter-departmental agreement with it, has with its Medi-Cal eligible clients. The State has further recognized the expertise of HSA in identifying and assessing the health care needs of Medi-Cal eligible clients in planning, coordinating and monitoring the delivery of preventative and treatment services to meet their needs.

HSA, in turn, recognizes the expertise of Public Guardian in identifying and assessing the health needs of its Medi-Cal eligible clients and in planning, coordinating and monitoring the delivery of preventative and treatment services to meet their needs. For this reason, HSA has entered into an Agreement with Public Guardian.

- C. HSA and Public Guardian enter into this Agreement with full recognition of all other existing agreements which the State may have developed for services to Title XIX eligible clients living in Stanislaus County and which are currently

included in the Title XIX State Plan.

- D. Public Guardian and HSA shall, in accordance with the State contract, make appropriate effort to prevent duplication of services to County Medi-Cal eligible clients.

## **2. MUTUAL OBJECTIVES**

Both parties to this Agreement desire:

- A. To assure that all Title XIX eligible clients each serves, and their families where appropriate, are informed of the Medi-Cal Program and how to access it and assist in accessing the Medi-Cal Program, if needed.
- B. To assure that assistance is provided to eligible individuals in determining their eligibility for participation in California's Medi-Cal Plan and in facilitating their receipt of services and activities.
- C. To assure the availability of early and appropriate interventions so that diagnosis and treatment occur in a timely manner.
- D. To assure eligible individuals are aware of, and understand, in culturally competent and language specific terms, the benefits of preventative and remedial health care.
- E. To assure that health related services provided to clients are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

## **3. RESPECTIVE RESPONSIBILITIES**

HSA agrees to:

- A. Provide the following MAA support services:
  - 1. Invoice review.
  - 2. Collaborate on ways to increase MAA claiming.
  - 3. Review claiming plan with a focus on increasing rate of reimbursement.
  - 4. Provide technical assistance to update claiming plans and invoices to current standards of State or Federal requirements.
  - 5. Compliance visits to review required supporting documentation.
  - 6. Transfer revenue to Public Guardian no later than thirty (30) days upon receipt by HSA.
  - 7. Assist and prepare for State and Federal site reviews and audits upon notification.
  - 8. Participate in quarterly Quality Assurance meetings.
  - 9. Coordinate local and State level training.

10. Conduct on-site, regional and State training with specific emphasis on Public Guardian issues.
11. Prepare year-end accruals in coordination with Public Guardian staff.
12. Prepare year-end revenue reconciliation.
13. Participate in quarterly Performance Monitoring Plan meetings.

B. Provide the following TCM support services:

1. Electronic creation and submission of TCM invoices via the on-line system based on data from Public Guardian in compliance with the DHCS format.
2. Collaborate on ways to increase TCM claiming.
3. Provide technical assistance in the preparation of the TCM cost report.
4. Review TCM cost report to insure accuracy and to maximize the encounter rate.
5. Compliance visits to review required supporting documentation.
6. Transfer revenue to Public Guardian no later than thirty (30) days upon receipt by HSA.
7. Assist and prepare for State and Federal site reviews and audits upon notification.
8. Participate in quarterly Quality Assurance.
9. Coordinate local and State level training.
10. Conduct on-site, regional and State training with specific emphasis on Public Guardian issues.
11. Prepare year-end accruals in coordination with Public Guardian staff.
12. Prepare year-end revenue reconciliation.
13. Participate in quarterly Performance Monitoring Plan meetings.

C. Supply the Public Guardian with a detailed accounting of any authorized additional expenses incurred on behalf of the Public Guardian by HSA in the implementation of this Agreement.

D. Designate an employee to act as liaison with the Public Guardian to provide assistance for issues concerning this Agreement and its implementation.

E. Assist in providing, as necessary, Public Guardian staff training for documentation, time survey and program policies and procedures. HSA will also forward program material, appropriate for Public Guardian, from the DHCS.

Public Guardian agrees to:

- A. Provide comprehensive MAA invoices and claiming plans which must comply with legislation, regulations, claiming process directives, policies and program letters of the State, as well as directives from HSA which define program specific allowable MAA and processes for appropriate claiming. Provide HSA with specific data when requested by HSA.
- B. Perform TCM activities as an agent to improve the availability, accessibility coordination and appropriate utilization of health care resources to Medi-Cal

eligible and individuals and their families (where appropriate) whom it serves.

- C. Input on a monthly basis, encounter information into the State TCM on-line system/program and notify HSA when completed.
- D. Provide expenditure and revenue information and justification for the Public Guardian annual cost report.
- E. Conduct and provide copies of Public Guardian's annual time survey.
- F. Ensure that the appropriate audit trail exists by retaining all appropriate records and documents in support of all allowable MAA activities for a minimum of three (3) fiscal years after the end of the quarter in which the County receives reimbursement from the DHCS for expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit shall be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater.
- G. Ensure that the appropriate audit trail exists by retaining all appropriate records and documents in support of all allowable TCM services for the greater of (a) three (3) fiscal years after the end of the quarter in which the County receives reimbursement from the DHCS for expenditures incurred, or (b) three (3) fiscal years after the date of submission of the original or amended TCM cost report, whichever is later [per W&I 14170]. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit shall be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater.
- H. Reimburse HSA for costs incurred by it on behalf of the Public Guardian in the implementation of this Agreement. Rate of reimbursement shall be 10% of claims received.
- I. Designate an employee to act as liaison with HSA for issues concerning this Agreement.
- J. Participate in quarterly Quality Assurance meetings.
- K. Participate in quarterly Performance Monitoring Plan meetings.

**4. JOINT RESPONSIBILITIES**

- A. HSA and Public Guardian hereby agree to comply with all applicable Federal, State and County laws governing the confidentiality of clients served under this Agreement.

**5. TERM**

- A. The term of this Agreement is from July 1, 2009 through June 30, 2010.

- B. This Agreement may be amended at any time by mutual written agreement of the two parties to this Agreement. Either party may terminate this Agreement without cause by delivering written notice to the other party thirty (30) days prior to the end of the contract period.

**6. FISCAL PROVISIONS**

- A. Total payments to Public Guardian shall not exceed \$600,000 for the term of this Agreement.
- B. Public Guardian shall invoice HSA on a quarterly basis in accordance with MAA guidelines.
- C. This Agreement will terminate without penalty at the end of or during any fiscal year in which Congress does not appropriate funds; or when changes in legislation mandate the termination of said program.
- D. DHCS and the HSA will be held harmless from any Federal disallowance resulting from payments made to Public Guardian. If Public Guardian has received payments, it shall be liable for any Federal disallowance made with respect to those payments.
- E. Both parties to this Agreement recognize that the Public Guardian is liable only for its own audit exception and has no liability for any other entity.
- F. The FFP revenue received by HSA as a result of Public Guardian claims will be distributed based on the following process:
  - 1. The Public Guardian shall incur 100% of the cost of providing MAA/TCM services to the community.
  - 2. The HSA shall then invoice the DHCS on behalf of the Public Guardian for reimbursement of MAA/TCM allowable activities rendered by the Public Guardian.
  - 3. Upon receipt of 100% of the reimbursement from the DHCS, the HSA shall pay the Public Guardian 100% of the reimbursement.
  - 4. An invoice will be generated by the HSA for the payment of the 10% Administrative/Participation Fee by the Public Guardian.
  - 5. The Public Guardian shall then generate a payment to the HSA within seventy-two (72) hours of receipt of the invoice for payment of the 10% Administrative/Participation Fee.

**7. GENERAL PROVISIONS**

- A. This Agreement constitutes the entire contract between the parties. No condition, provisions, agreement of understanding not stated in this Agreement shall affect any rights, duties or privileges in connection with this Agreement.
- B. Each party, or its designees, shall have access to and the right to examine,



monitor and audit all records, documents, conditions and activities related to the program funded by this Agreement.

- C. Should any disagreement arise between HSA and Public Guardian on any provisions of this Agreement, the parties agree that the same shall be the subject of discussions between their two Directors in good faith to achieve resolution.
- D. None of the provisions of this Agreement are or shall be construed to be for the benefit of or enforceable by any person not a Party to this Agreement.

**8. NON-DISCRIMINATION COMPLIANCE**

HSA and Public Guardian shall comply with the County Non-Discrimination Policy.

**HEALTH SERVICES AGENCY**

**PUBLIC GUARDIAN**

Mary Ann Lee  
Mary Ann Lee, Managing Director

Debra Binkley

Dated: 7/17/09

Dated: 7/23/09

APPROVED AS TO FORM:

Marc Hartley  
FOR: Dean Wright, Deputy County Counsel

Dated: 7-9-09