

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

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # \*B-2

Urgent

Routine

AGENDA DATE May 25, 2010

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of Agreements for Mental Health, Alcohol and Other Drug, and Ancillary Services for Fiscal Year 2010-2011

STAFF RECOMMENDATIONS:

1. Approve the agreements with service providers for mental health, alcohol and other drug, and ancillary services for Fiscal Year 2010-2011 included in this agenda item.
2. Authorize the Behavioral Health Director, or her designee, to sign the agreements for Fiscal Year 2010-2011 included in this agenda item.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to all agreements included in this agenda as attachment A, to add services and payment for services up to \$75,000 per agreement, budget permitting, throughout Fiscal Year 2010-2011.  
(Staff Recommendations Continued on Page 2)

FISCAL IMPACT:

The budget submitted by Behavioral Health and Recovery Services for Fiscal Year 2010-2011 includes funding in the amount of \$23,091,739 for the agreements listed in this agenda item. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-316

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

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

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

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS (Continued):**

4. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to all agreements included in this agenda as attachment B, to add services and payment for services up to \$25,000 per agreement, budget permitting, throughout Fiscal Year 2010-2011.

**DISCUSSION:**

Behavioral Health and Recovery Services contracts with numerous individuals and agencies for the provision of mental health services, alcohol and other drug services, and ancillary services for Stanislaus County residents. In most cases, individuals and agencies are selected through a competitive process, which takes into account specific expertise, as well as cost efficiency. Agreements are renewed based on a demonstrated ability to deliver required outcomes effectively, along with availability of funding. While a number of agencies have successful, long term partnering relationships with Behavioral Health and Recovery Services, all major provider agreements will continue to be reviewed and competitive bids will be sought periodically, consistent with Board of Supervisors' direction.

Behavioral Health and Recovery Services experiences occasional funding opportunities and unanticipated increases in the utilization of services throughout the year. On many occasions, this additional funding is time sensitive. For this reason, the Department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$75,000 to the agreements listed in Attachment A of this agenda item when necessary, without further action by the Board of Supervisors, throughout Fiscal Year 2010-2011.

As required by the Board of Supervisors on January 24, 2006, Attachment A includes those agreements that have a cumulative value that exceeds \$100,000, for the period beginning July 1, 2003 through June 30, 2011. Any amendments to these agreements will be identified in subsequent quarterly reports to the Board of Supervisors.

In addition, County departments are required to provide a quarterly report to the Board of Supervisors for any agreement entered into, where the compensation exceeds \$50,000 but does not exceed \$100,000, and the contract has not been previously approved by the Board of Supervisors. Attachment B identifies these agreements.

The organization also requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$25,000 to all agreements listed in Attachment B of this agenda item when necessary, without further action by the Board of Supervisors, throughout Fiscal Year 2010-2011. Any amendments to these agreements will be identified in subsequent quarterly reports to the Board of Supervisors.

It is essential that the agreements in this agenda item be fully executed by July 1, 2010 to avoid disruption of critical services to the residents of Stanislaus County.

**POLICY ISSUE:**

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with community providers to deliver needed services at an appropriate level of care in a cost effective manner.

**STAFFING IMPACT:**

There are no staffing impacts associated with the approval of this agenda item.

**CONTACT PERSON:**

Linda Downs, Assistant Director. Telephone 525-6225.




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

**DENISE C. HUNT, RN, MFT**  
Behavioral Health Director

**CONTRACT SERVICES**  
800 Scenic Drive, Modesto, California 95350  
Phone: 209.525.6020 Fax: 209.525.7420

**DATE:** August 6, 2010

**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors

**FROM:**  Nancy Paulding  
Behavioral Health and Recovery Services

**RE:** Board Agenda # B-2

Agenda Date: 05/25/10

Board Action # 2010-316

The Agreements between Behavioral Health and Recovery Services and service providers for mental health, alcohol and other drugs, and ancillary services for FY 2010-11, approved by the BOS on May 25, 1020, are enclosed for your records.

The following Agreements are not fully executed, the signature pages for these will be forwarded at a later date:

ABM Engineering,  
Quest Diagnostics,  
Value Options.

If you have any questions, please call me at 525-6281.

Thank you.

Enclosure

2010 AUG -9 A 11: 36  
BOARD OF SUPERVISORS

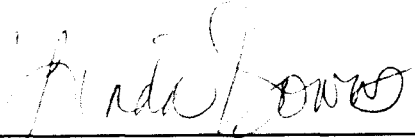
**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts over \$100,000**

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health	7th Avenue Center	Treatment Facility	\$1,772,410 (07/01/03-06/30/10)	\$140,000 (07/01/10-06/30/11)	\$1,912,410
Behavioral Health and Recovery Services	Stanislaus Recovery Center	ABM Engineering	Stanislaus Recovery Center Facilities Maintenance	\$1,262,937 (07/01/03-06/30/10)	\$202,637 (07/01/10-06/30/11)	\$1,465,574
Behavioral Health and Recovery Services	Stanislaus Recovery Center	ARC of Stanislaus dba Howard Training Center	Food Services @ Stanislaus Recovery Center	\$134,000 (11/01/09-06/30/10)	\$175,000 (07/01/10-06/30/11)	\$309,000
Behavioral Health and Recovery Services	Mental Health	Aspiranet (dba Moss Beach Homes, Inc.)	Aspira - Outpatient & Therapeutic Behavioral Services	\$7,937,867 (07/01/03-06/30/10)	\$1,579,152 (07/01/10-06/30/11)	\$9,517,019
Behavioral Health and Recovery Services	Mental Health	Aspiranet (dba Moss Beach Homes, Inc.)	Aspira Stabilization Program (ASP)	\$1,985,640 (09/08/06-06/30/10)	\$550,000 (07/01/10-06/30/11)	\$2,535,640
Behavioral Health and Recovery Services	Mental Health	Avila, Adriana Monica	Parent Mentor (Leaps & Bounds)	\$76,913 (04/24/06-06/30/10)	\$24,000 (07/01/10-06/30/11)	\$100,913
Behavioral Health and Recovery Services	Managed Care	Center for Human Services	Managed Care Group Services	\$619,366 (07/01/03-06/30/10)	\$84,873 (07/01/10-06/30/11)	\$704,239
Behavioral Health and Recovery Services	Mental Health	Center for Human Services	Outpatient & School Based Services	\$17,564,210 (07/01/03-06/30/10)	\$2,754,616 (07/01/10-06/30/11)	\$20,318,826
Behavioral Health and Recovery Services	Alcohol and Other Drug	Center for Human Services	Primary Prevention Program (Friday Night Live and Student Assistance Program)	\$2,299,088 (07/01/03-06/30/10)	\$177,640 (07/01/10-06/30/11)	\$2,476,728

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

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

**7<sup>TH</sup> AVENUE CENTER, LLC.**

By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

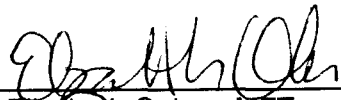
By:   
Kathy Champlin  
Director

*all*

"County"

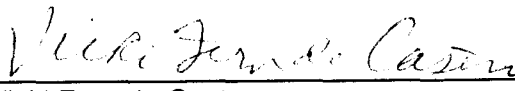
"Contractor"

APPROVED AS TO CONTENT:

By:   
Elizabeth Oakes, MFT  
Chief, Adult/Older Adult Systems of Care

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, MAY 25, 2010.

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

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

**ARC OF STANISLAUS dba  
HOWARD TRAINING CENTER**

for  
By: *Denise C. Hunt*  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

"County"

By: *Claudia K. Miller*  
Claudia K. Miller  
Executive Director

"Contractor"

APPROVED AS TO CONTENT:

By: *Madelyn Schlaepfer*  
Madelyn Schlaepfer, Ph.D.  
Associate Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By: *Dean Wright 5/17/10*  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2010

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assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.

35.3 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.

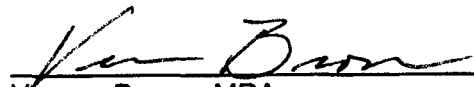
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

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

**ASPIRANET**



Denise C. Hunt, RN, MFT  
Behavioral Health Director



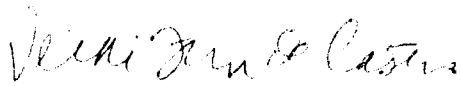
Vernon Brown, MPA  
Executive Director

APPROVED AS TO CONTENT:



Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel



Vicki Fern de Castro,  
Deputy County Counsel

BOS Action Item: 200 316, May 25, 2010





36.3 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.

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

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

**ASPIRANET**

*for*  
  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
Vernon Brown, MPA  
Executive Director

APPROVED AS TO CONTENT:

  
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

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

*by*  
  
Vicki Fern de Castro  
Deputy County Counsel

BOS Item Number: 2010-316 May 25, 2010

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 sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95320

To Contractor: Adriana Avila  
1600 Randazzo Avenue  
Modesto, CA 95350  
(209) ~~491-0363~~ 846-9999

18. 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.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**AVILA**

By   
Cynthia Thomlison  
Senior Management Consultant

By   
Adriana Monica Avila

"County"

"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH & RECOVERY SERVICES

for By *Denise C. Hunt*  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By *Adrian Carroll*  
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING


By *Vicki Fern de Castro*  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2010

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

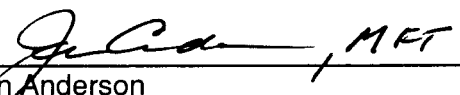
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**CENTER FOR HUMAN SERVICES**

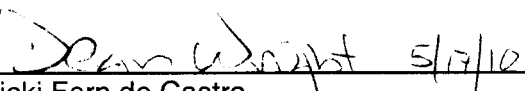
*for*   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
Cindy Duenas, MFT  
Executive Director

APPROVED AS TO CONTENT:

 MFT  
Jean Anderson  
Assistant Director for Quality, Compliance  
And Risk Management

APPROVED AS TO FORM  
John P. Doering, County Counsel

*by*  5/17/10  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 - 316, May 25, 2010

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.

In witness whereof, the parties have executed this Agreement on the day and year first hereinabove written.

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

**CENTER FOR HUMAN SERVICES**

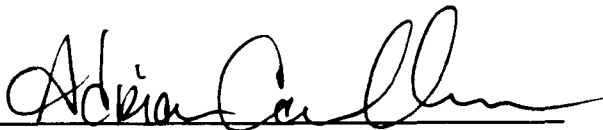


Denise C. Hunt, RN, MFT  
Behavioral Health Director



Cindy Duenas, MFT  
Executive Director

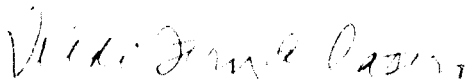
APPROVED AS TO CONTENT



Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM

John P. Doering, County Counsel



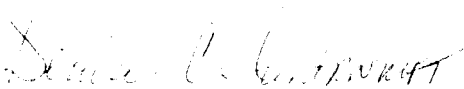
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 316, May 25, 2010

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

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

**CENTER FOR HUMAN SERVICES**

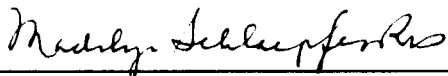


Denise C. Hunt, RN, MFT  
Behavioral Health Director



Cindy Duenas, MFT  
Executive Director

APPROVED AS TO CONTENT



Madelyn Schlaepfer, Ph.D.  
Associate Director

APPROVED AS TO FORM  
John P. Doering, County Counsel



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2010

**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts over \$100,000**

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Managed Care	Chua, Manuel	Lead Psychiatrist	\$1,296,343 (07/01/03-06/30/10)	\$283,500 (07/01/10-06/30/11)	\$1,579,843
Behavioral Health and Recovery Services	Public Guardian	Clendenin, Joan	Guardian Ad Litem (Public Guardian)	\$83,837 (06/01/05-06/30/10)	\$30,720 (07/01/10-06/30/11)	\$114,557
Behavioral Health and Recovery Services	Mental Health Services Act	Community Housing & Shelter Services	Shelter Nights	\$372,492 (07/01/03-06/30/10)	\$55,661 (07/01/10-06/30/11)	\$428,153
Behavioral Health and Recovery Services	Mental Health	Country Villa Merced Behavioral Health Center	Treatment Facility	\$1,405,388 (07/01/03-06/30/10)	\$190,000 (07/01/10-06/30/11)	\$1,595,388
Behavioral Health and Recovery Services	Mental Health	Crestwood Behavioral Health, Inc.	Treatment Facilities (Institute of Mental Disease)	\$5,732,494 (07/01/03-06/30/10)	\$1,222,000 (07/01/10-06/30/11)	\$6,954,494
Behavioral Health and Recovery Services	Mental Health Services Act	CSUS	Training Coordinator	\$716,107 (07/01/03-06/30/10)	\$112,942 (07/01/10-06/30/11)	\$829,049
Behavioral Health and Recovery Services	Mental Health	Davis Guest Home, Inc.	Transitional Residential Program	\$3,398,516 (07/01/03-06/30/10)	\$540,000 (07/01/10-06/30/11)	\$3,938,516
Behavioral Health and Recovery Services	Mental Health Services Act	El Concilio (Catholic Council for the Spanish Speaking....)	Outreach & Engagement Services (Mental Health Services Act Outreach and Engagement 1)	\$670,242 (08/01/06-06/30/10)	\$174,510 (07/01/10-06/30/11)	\$884,752
Behavioral Health and Recovery Services	Mental Health Services Act	Escobar, Lucilita	Parent Advocate	\$72,458 (7/1/06 - 6/30/10)	\$28,186 (7/1/10 - 6/30/11)	\$100,644

18. 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.

19. ENTIRE AGREEMENT


This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**CHUA**


By   
Cynthia Thomlison  
Senior Management Consultant

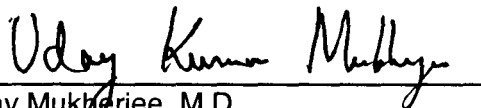
By   
Manuel Chua, M.D.

"County"

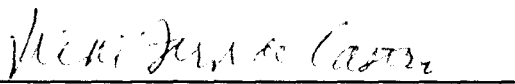
"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES

By   
for Denise C. Hunt, RN, MFT  
Behavioral Health Director

By   
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:  
JOHN P. DOERING, COUNTY COUNSEL

By   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 - 316, MAY 25 2010



Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95320

To Contractor: Joan Clendenin  
2713 Yukon Drive  
Modesto, CA 95350  
(209) 522-6747

18. 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.


19. ENTIRE AGREEMENT

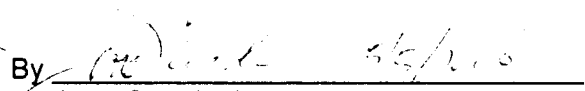
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

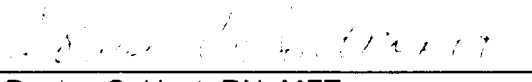
**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**CLENDENIN**

By   
Cynthia Thomlison  
Senior Management Consultant

By  5/5/10  
Joan Clendenin

APPROVED AS TO CONTENT:  
Behavioral Health and Recovery Services

By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By Debra Buckles  
Debra Buckles  
Chief, Forensics Services

APPROVED AS TO FORM:  
JOHN P. DOERING, COUNTY COUNSEL

By Vicki Fern de Castro  
Vicki Fern de Castro  
Deputy County Counsel

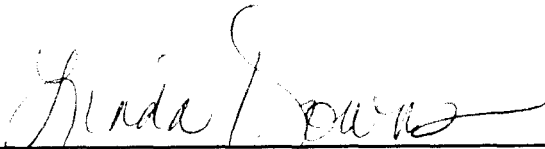
BOS Action Item: 2010-316 May 25, 2010

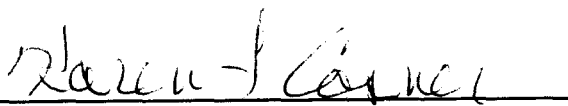
30.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized 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.

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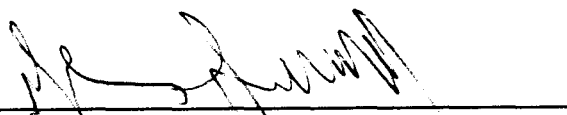
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**COMMUNITY HOUSING  
AND SHELTER SERVICES**


*for*  
  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
Karen L. Cosner  
Executive Director

APPROVED AS TO CONTENT

  
Glenn Hutsell  
Manager, Consumer & Family Affairs

APPROVED AS TO FORM  
John P. Doering, County Counsel

  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, MAY 25, 2010


COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

29.2 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


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

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

**CF MERCED, LLC. dba  
COUNTRY VILLA MERCED  
BEHAVIORAL HEALTH CENTER**




for Denise C. Hunt, RN, MFT  
Behavioral Health Director

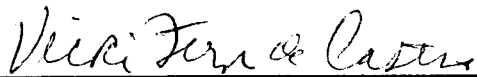


Mark Beckel  
General Counsel for Manager

APPROVED AS TO CONTENT:

 5/27/10  
Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel

  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, Date: MAY 25, 2010

construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

**28. 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

**29. TERM**

29.1 This Agreement shall commence on July 1, 2010, and continue through June 30, 2011. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

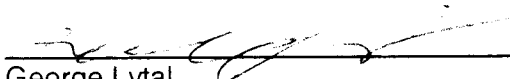
29.2 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized 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.

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

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

**CRESTWOOD  
BEHAVIORAL HEALTH, INC.**

  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
\_\_\_\_\_  
George Lytal  
President

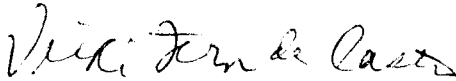
APPROVED AS TO CONTENT:



Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

APPROVED AS TO FORM

John P. Doering, County Counsel



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, Date: MAY 25, 2010

validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

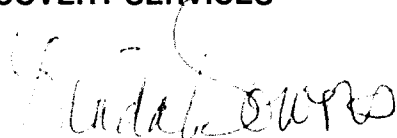
21. Governing Law and Venue

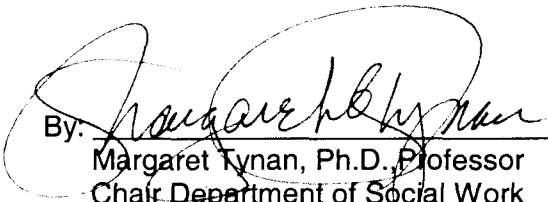
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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

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

**CALIFORNIA STATE UNIVERSITY  
STANISLAUS**

By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

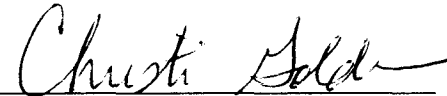
By:   
Margaret Tynan, Ph.D., Professor  
Chair, Department of Social Work

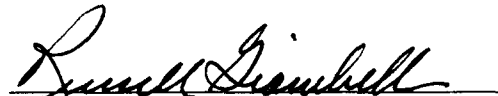
"County"

"Contractor"

APPROVED AS TO CONTENT:

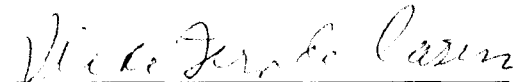
APPROVED AS TO CONTENT:


By:   
Christi Golden  
Human Resources Manager

By:   
Russell Giambelluca  
Vice President, Business & Finance

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

APPROVED AS TO SCOPE:

By:   
Vicki Fern de Castro  
Deputy County Counsel

By:   
Diana Demetrulias, Ed.D.  
Vice Provost

BOS Action Item: 2010-316, MAY 25, 2010

**27. 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.

**28. TERM**

28.1 This Agreement shall commence on July 1, 2010, and continue through June 30, 2011. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

28.2 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.

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

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

**DAVIS GUEST HOME, INC.**

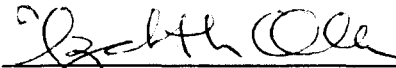


Denise C. Hunt, RN, MFT  
Behavioral Health Director

Lonny Davis  
President


APPROVED AS TO CONTENT:





Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

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



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, Date: MAY 25, 2010

**35. TERM**

- 35.1 This Agreement shall commence on July 1, 2010, and continue through June 30, 2011. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.
- 35.2 In the event of termination or expiration of this Agreement, CONTRACTOR shall assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.
- 35.3 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 CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

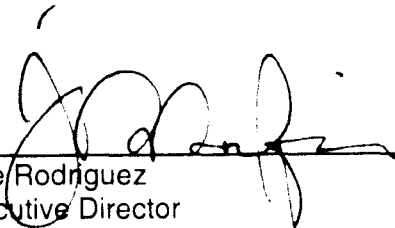
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

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



Denise C. Hunt, RN, MFT  
Behavioral Health Director

**THE CATHOLIC COUNCIL FOR THE  
SPANISH SPEAKING OF THE DIOCESE  
OF STOCKTON**



Jose Rodriguez  
Executive Director

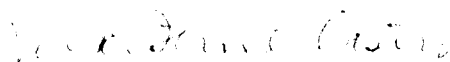
APPROVED AS TO CONTENT:



~~Elizabeth Oakes, MFT~~ Adrian Carroll, MFT  
Chief, ~~Adult & Older Adult~~ Systems of Care  
Childrens

APPROVED AS TO FORM

John P. Doering, County Counsel



Vicki Fern de Castro  
Deputy County Counsel


BOS Action Item: 3111-316, MAY 25, 2010

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**ESCOBAR**


By   
Cynthia Thomlison  
Senior Management Consultant

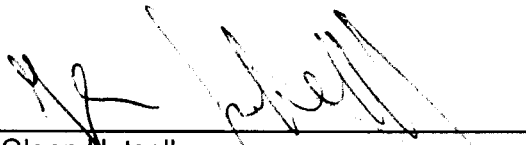
By   
Lucilita Escobar

"County"

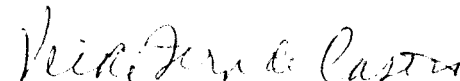
"Contractor"

APPROVED AS TO CONTENT:  
Behavioral Health and Recovery Services

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By   
Glenn Hutsell  
Consumer and Family Affairs Manager

APPROVED AS TO FORM:  
JOHN P. DOERING, COUNTY COUNSEL

By   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 316, MAY 25, 2010

**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts over \$100,000**

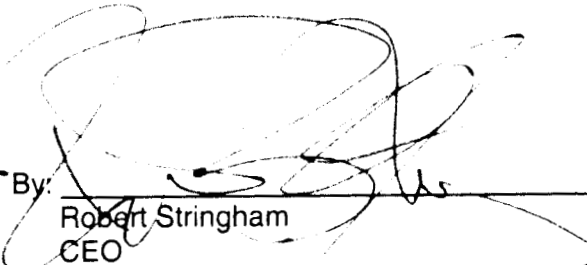
Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Managed Care	Global Medical Staffing, LLC	Locum Tenens Psychiatric Coverage	\$685,666 (12/03/07-06/30/10)	\$375,000 (07/01/10-06/30/11)	\$1,060,666
Behavioral Health and Recovery Services	Mental Health Services Act	Guardsmark, GP	Security Services @ Community Emergency Resource Team	\$717,272 (10/23/07-06/30/10)	\$130,000 (07/01/10-06/30/11)	\$847,272
Behavioral Health and Recovery Services	Mental Health	Helios Healthcare, LLC	Idylwood Care Center	\$167,720 (07/01/07-06/30/10)	\$45,000 (07/01/10-06/30/11)	\$212,720
Behavioral Health and Recovery Services	Mental Health	Hernandez, Maria Teresa	Clinical Assessment (Youth & Family Services)	\$204,843 (02/07/05-06/30/10)	\$40,500 (07/01/10-06/30/11)	\$245,343
Behavioral Health and Recovery Services	Mental Health/Mental Health Services Act	Hernandez, Norma A	Community Worker	\$91,613 (09/05/06-06/30/10)	\$26,710 (07/01/10-06/30/11)	\$118,323
Behavioral Health and Recovery Services	Mental Health	Holmes, Camille	Childcare Consultation (Leaps & Bounds)	\$116,805 (01/24/05-06/30/10)	\$15,676 (07/01/10-06/30/11)	\$132,481
Behavioral Health and Recovery Services	Mental Health Services Act	Hurley, Karen	Mental Health Services Act Coordinator	\$441,657 (07/01/03-06/30/10)	\$75,920 (07/01/10-06/30/11)	\$517,577
Behavioral Health and Recovery Services	Mental Health Services Act	John G. Ott & Associates	Mental Health Services Act Training	\$223,193 (07/01/05-06/30/10)	\$200,000 (07/01/10-06/30/11)	\$423,193
Behavioral Health and Recovery Services	Managed Care/Mental Health Services Act	Johnson, Debra A.	Sexual Abuse Treatment for Victims and Offenders	\$1,759,307 (07/01/03-06/30/10)	\$297,596 (07/01/10-06/30/11)	\$2,056,903

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

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

**GLOBAL MEDICAL STAFFING, <sup>Inc.</sup> Limited**

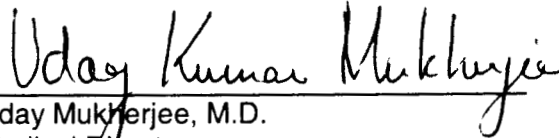
By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By:   
Robert Stringham  
CEO


"County"

"Contractor"

APPROVED AS TO CONTENT:  
Department of Behavioral Health and Recovery  
Services

By:   
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2010

**FIRST AMENDMENT TO MASTER AGREEMENT FOR  
INDEPENDENT CONTRACTOR SERVICES**

Reference is made to the Agreement for Independent Contractor Services (the "Agreement") dated as of October 1, 2008 by and between the County of Stanislaus ("County") and Guardsmark, G.P. ("Contractor").

WHEREAS, the Initial Term of the Agreement will expire on June 30, 2010; and

WHEREAS, the parties have agreed to extend the Agreement into the First Extension Term as set forth in Section 3.1 of the Agreement as modified in Section B of Exhibit A to the Agreement; and

WHEREAS, Section 17 of the Agreement provides for the amendment of the Agreement by mutual written consent of the parties.

NOW THEREFORE, the parties hereby agree to amend the Agreement as follows:


1. Section 3.1 of the body of the Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from October 1, 2008 through June 30, 2011 unless otherwise terminated as provided below. This Agreement may be renewed for an additional one-year term by mutual, written agreement of the parties. Such renewal shall be in the form of an amendment to the Agreement.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the 1st day of July, 2010.

**COUNTY OF STANISLAUS**  
General Services Agency

By:   
Julie Mefferd, GSA Director/Purchasing  
Agent  
"County"


**GUARDSMARK GP by its Managing  
Partner, Guardsmark, LLC**

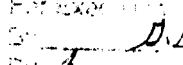
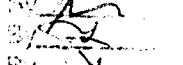

By:   
Name: GARETH C. LEVITON  
Title: VICE PRESIDENT

BOS Resolution #2008-670  
September 23, 2008

"Consultant"

APPROVED AS TO FORM:

John P. Doering, County Counsel  
By:   
Thomas E. Boze, Deputy County Counsel

APPROVED  
For Extension  
By:   
By:   
By: 

Guardsmark (1st Amendment)  
Team #14487

BOS 2010-316 May 25, 2010

**FIRST AMENDMENT TO GUARDSMARK, G.P.  
PROJECT 2008-002**

Reference is made to Project 2008-002 (the "Project") under the Master Agreement for Independent Contractor Services (the "Master Agreement") ~~dated as of October 1, 2008~~ by and between the County of Stanislaus ("County") and Guardsmark, G.P. ("Contractor") as amended.

WHEREAS, the parties have agreed to extend the Agreement into the First Extension Term as set forth in Section 3.1 of the Agreement as modified in Section B of Exhibit A to the Agreement; and

WHEREAS, the parties have agreed to increase compensation due Contractor for services rendered during the first Extension Term.

NOW THEREFORE, the parties hereby agree to amend the Project as follows:

1. Paragraph 6 of Section C of the Project is amended to read as follows:

The parties hereto acknowledge that the maximum amount to be paid by the County for services provided shall not exceed \$385,000 over the Initial Term of this Agreement and \$130,000 during the First Extension Term of this Agreement, for a total of \$515,000.00 during the life of this Agreement. Such total shall include, 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.


2. All other terms and conditions of the Project shall remain in full force and effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]



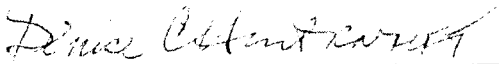
IN WITNESS WHEREOF, the parties have executed this First Amendment to Project 2008-002 effective as of the 1st day of July, 2010.

**COUNTY OF STANISLAUS**  
General Services Agency

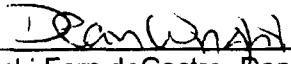
By   
Julie Mefferd, GSA Director/Purchasing Agent  
BOS Resolution #2008-670  
September 23, 20089

"County"


APPROVED AS TO CONTENT:  
Behavioral Health and Recovery Services

By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

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

By   
for Vicki Fern deCastro, Deputy County Counsel

**GUARDSMARK GP by its Managing Partner, Guardsmark, LLC**

By:   
Name: **GARETH C. LEVITON**  
Title: **VICE PRESIDENT**

"Contractor"

APPROVED  
For Execution  
By   
By   
By 

construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

**28. 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

**29. TERM**


29.1 This Agreement shall commence on July 1, 2010, and continue through June 30, 2011. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

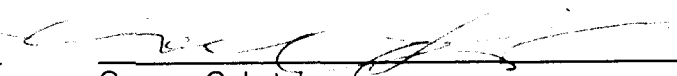
29.2 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized 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.

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

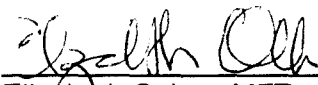
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**HELIOS HEALTHCARE, LLC**

  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

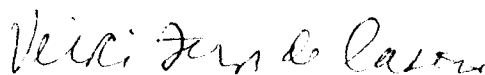
  
\_\_\_\_\_  
George C. Lytal  
President & CEO

APPROVED AS TO CONTENT



Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

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



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, Dated: MAY 25, 2010

prepaid first class mail to the respective parties as follows:

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

To Contractor: Maria Teresa Hernandez  
2603 Elston Street  
Livermore, CA 94550  
(925) 368-6534

18. 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.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**HERNANDEZ**


By   
Cynthia Thomlison  
Senior Management Consultant

By   
Maria Teresa Hernandez

"County"

"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By Adrian Carroll  
Adrian Carroll, MFT  
Chief, Children's System of Care

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By Vicki Fern de Castro  
Vicki Fern de Castro  
Deputy County Counsel

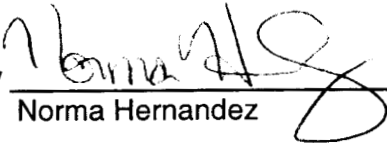
BOS Action Item: 2010-316, May 25, 2010

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**HERNANDEZ**

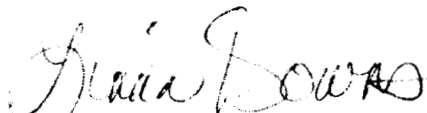
By   
Cynthia Thomlison  
Senior Management Consultant

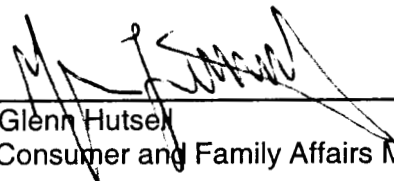
By   
Norma Hernandez

"County"

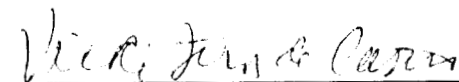
"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By   
Glenn Hutset  
Consumer and Family Affairs Manager

APPROVED AS TO FORM:  
JOHN P. DOERING, COUNTY COUNSEL

By   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316 , Date: MAY 25, 2010

prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95320

To Contractor: Camille Holmes, Ph.D.  
2522 Elizabeth Way  
Turlock, CA 95382  
(209) 667-8227

18. 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.

19. ENTIRE AGREEMENT

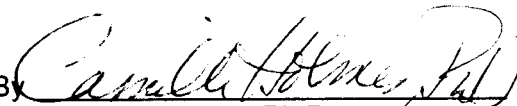
This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**HOLMES**


By   
Cynthia Thomlison  
Senior Management Consultant

By   
Camille Holmes, Ph.D.

"County"

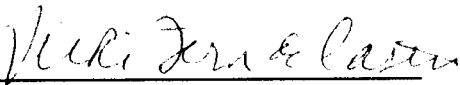
"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By   
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By   
Vicki Fern de Castro  
Deputy County Counsel

G:\WP61\DATA\CONTRACT\PSC\PERSONAL SVC

BOS Action Item: 2010-316 May 25, 2010



18. 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.

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**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**HURLEY**

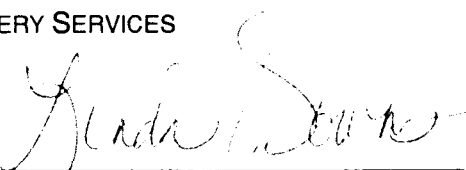
By   
Cynthia Thomlison  
Senior Management Consultant

By   
Karen C. Hurley, MFT

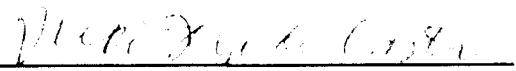
"County"

"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

APPROVED AS TO FORM:  
JOHN P. DOERING, COUNTY COUNSEL

By   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: Date: 2011 211, MAY 25, 2010

21. Governing Law and Venue

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

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

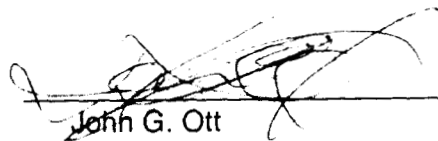
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**



Denise C. Hunt, RN, MFT  
Behavioral Health Director

"County"

**JOHN G. OTT AND ASSOCIATES**



John G. Ott  
Owner

"Consultant"

APPROVED AS TO FORM:

COUNTY COUNSEL  
JOHN P. DOERING



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316 Date: 5/26/10

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

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

**A PSYCHOLOGY CORPORATION**

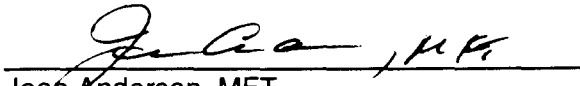


Denise C. Hunt, RN, MFT  
Behavioral Health Director



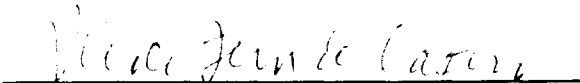
Debra A. Johnson, Ph.D.

APPROVED AS TO CONTENT:



Jean Anderson, MFT  
Assistant Director for Quality, Compliance  
and Risk Management

APPROVED AS TO FORM  
John P. Doering, County Counsel



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 316, May 25, 2010

**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts over \$100,000**

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	Jones, Vicki	Medical Transcription Services - Outpatient Programs	\$533,218 (07/01/03-06/30/10)	\$2,000 (07/01/10-06/30/11)	\$535,218
Behavioral Health and Recovery Services	Mental Health	Marquardt, Sabrina M.	Parent Advocate	\$118,098 (07/11/05-06/30/10)	\$29,200 (07/01/10-06/30/11)	\$147,298
Behavioral Health and Recovery Services	Mental Health	Mar-Ric Jones Care Home	Transitional Residential Program	\$2,725,661 (07/01/03-06/30/10)	\$391,000 (07/01/10-06/30/11)	\$3,116,661
Behavioral Health and Recovery Services	Mental Health	Medical Hill Rehabilitation Center (Kindred Health Care)	Skilled Nursing Facility	\$219,623 (07/01/07-06/30/10)	\$75,000 (07/01/10-06/30/11)	\$294,623
Behavioral Health and Recovery Services	Managed Care	Milhaus Children's Services	Day Treatment Intensive	\$1,116,526 (07/03/03-06/30/10)	\$175,000 (07/01/10-06/30/11)	\$1,291,526
Behavioral Health and Recovery Services	Managed Care	Odd Fellow-Rebekah Children's Home of CA dba Rebekah Children's Services	Day Treatment Intensive	\$83,290 (07/16/04-06/30/10)	\$50,000 (07/01/10-06/30/11)	\$133,290
Behavioral Health and Recovery Services	Mental Health/Mental Health Services Act	Pickell, Beatrice	Consultation and Mental Health Services to Health/Mental Health Team	\$726,693 (07/01/03-06/30/10)	\$196,175 (07/01/10-06/30/11)	\$922,868
Behavioral Health and Recovery Services	Mental Health Services Act	Priority One Medical Transport, Inc.	Basic Life Support Ambulance Services for Uninsured Clients	\$200,516 (7/1/05 - 6/30/10)	\$25,000 (7/1/10 - 6/30/11)	\$225,516

**COUNTY OF STANISLAUS  
STANDARD AGREEMENT**

25504  
Agreement Number

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor  
*(If other than an individual, state whether a corporation, partnership, etc.):*  
VICKI JONES
2. The term of this Agreement is:  
July 1, 2010 through June 30, 2011
3. The maximum amount of payment based on \_\_\_ lump sum, or XX time and materials is:  
Per Exhibit B, Compensation not to exceed \$2000.
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:
- |                                               |                        |
|-----------------------------------------------|------------------------|
| (a) Exhibit A -- Standard Contract Conditions | Short Form rev 4.28.08 |
| (b) Exhibit B -- Scope of Work                |                        |
| (c) Exhibit C -- Business Associate Exhibit   |                        |
| (d) Exhibit D - Special Conditions            | N/A                    |
| (e) Other (e.g. Contractor's Proposal)        | N/A                    |

IN WITNESS WHEREOF, the parties have executed this Agreement on MAY 26, 2010.  
(Date)

**CONTRACTOR**

Contractor's Name  
VICKI JONES

By (Authorized Signature)  
*Vicki Jones*

Printed Name and Title of Person Signing  
Vicki Jones

Mailing Address  
8630 Kiernan Avenue  
Modesto, CA 95358

**COUNTY OF STANISLAUS**

Department Name  
COUNTY PURCHASING

By (Authorized Signature)  
*[Signature]*

Printed Name and Title of Person Signing  
JULIE A. MEFFERD, GSA Director, Purchasing Agent

Mailing Address  
1010 Tenth Street, Suite 5400  
P.O. Box 3229  
Modesto, CA 95354

APPROVED AS TO CONTENT  
*Elizabeth Oakes* 5/26/10  
Elizabeth Oakes, MFT  
Chief, Adult/Older Adult System of Care

Approved for Content:  
*[Signature]*  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

Approved for Form:  
John P. Doering, County Counsel  
*[Signature]*  
By: Vicki Fern de Castro, Deputy County Counsel

shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

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

To Contractor: Sabrina Marquardt  
1639 Delphine Avenue  
Modesto, CA 95350  
(209) 572-4479

18. 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.

19. ENTIRE AGREEMENT

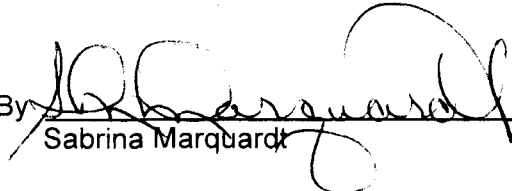
This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**MARQUARDT**

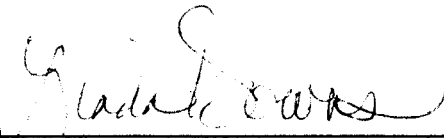
By   
Cynthia Thomlison  
Senior Management Consultant

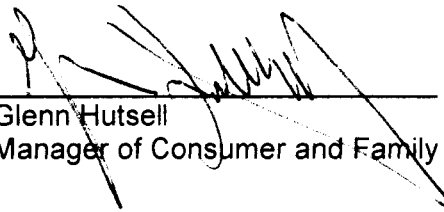
By   
Sabrina Marquardt

"County"

"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By   
Glenn Hutsell  
Manager of Consumer and Family Affairs

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316 MAY 25, 2010

**27. 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.

**28. TERM**


28.1 This Agreement shall commence on July 1, 2010, and continue through June 30, 2011. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

28.2 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.

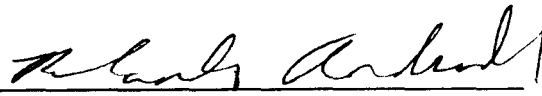
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

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

**MAR-RIC JONES CARE HOME**

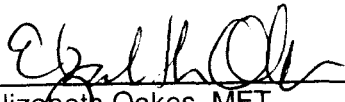
*for*   
Dehise C. Hunt, RN, MFT  
Behavioral Health Director

  
Clif Jones, Co-Owner

  
Rolando Andrade, Co-Owner

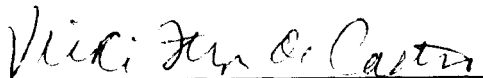
APPROVED AS TO CONTENT





Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, Date: MAY 25, 2010

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

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

**MEDICAL HILL REHABILITATION  
CENTER, LLC.**





for Denise C. Hunt, RN, MFT  
Behavioral Health Director

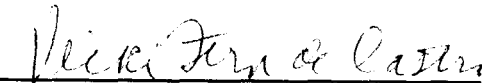
Doug Roth  
Vice President of Finance

APPROVED AS TO CONTENT:



Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel



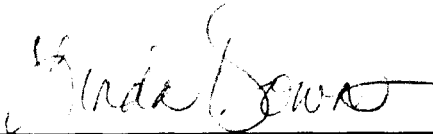
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, Date: MAY 25 2010

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

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


**MILHOUS CHILDREN'S SERVICES**

*for*  
  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

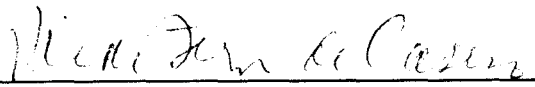
  
\_\_\_\_\_  
Richard Milhous  
Chief Executive Director

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jean Anderson, MFT  
Assistant Director for Quality, Compliance  
and Risk Management

  
\_\_\_\_\_  
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

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


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

BOS Action Item: 2010-316, May 25, 2010

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

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

**ODD FELLOW-REBEKAH CHILDREN'S  
HOME OF CALIFORNIA  
dba REBEKAH CHILDREN'S SERVICES**

501  
  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

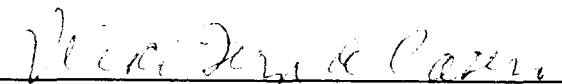
  
\_\_\_\_\_  
Mary Kaye Gerski  
Executive Director

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jean Anderson, MFT  
Assistant Director for Quality, Compliance  
and Risk Management

  
\_\_\_\_\_  
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel

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

BOS Action Item: 2010-316, May 25, 2010

served or sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95320

To Contractor: Beatrice Pickell, M.D.  
7017 Oakmont Drive  
Modesto, CA 95356  
(209) 545-5056

18. AMENDMENT

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**PICKELL**


By   
Cynthia Thomlison  
Senior Management Consultant

By   
Beatrice Pickell, M.D.  
Psychiatrist

"County"

"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

*for*


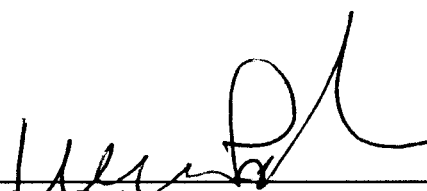
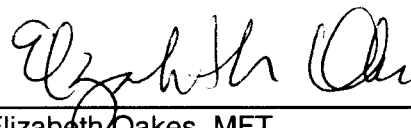
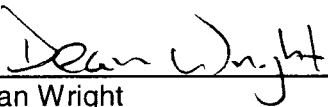
By Uday Kumar Mukherjee  
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By Vicki Fern de Castro  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316 Date: MAY 25, 2010

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

<p><b>COUNTY OF STANISLAUS BEHAVIORAL HEALTH AND RECOVERY SERVICES</b></p> <p>for By: <u></u> Denise C. Hunt, RN, MFT Behavioral Health Director "County"</p>	<p><b>PRIORITY ONE MEDICAL TRANSPORT, INC.</b></p> <p>By: <u></u> Michael Parker President "Contractor"</p>
<p><del>APPROVED AS TO CONTENT:</del></p> <p>By: _____ Jean Anderson, MFT Assistant Director, Quality, Compliance and Risk Management</p>	<p>APPROVED AS TO CONTENT:</p> <p>By: <u></u> Elizabeth Oakes, MFT Chief, Adult System of Care</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Dean Wright Deputy County Counsel</p>	

BOS Action Item: 2010-314, MAY 25, 2010.


**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts over \$100,000**

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	Rogers Drug Stores Pharmacy, Inc.	Outpatient Pharmacy Services	\$253,480 (07/01/07-06/30/10)	\$150,000 (07/01/10-06/30/11)	\$403,480
Behavioral Health and Recovery Services	Mental Health	Sierra Vista Child and Family Services	Outpatient/Attention Deficit Hyperactivity Disorder/Day Treatment/services in non-public classrooms.	\$21,574,277 (07/01/03-06/30/10)	\$3,066,278 (07/01/10-06/30/11)	\$24,640,555
Behavioral Health and Recovery Services	Alcohol and Other Drug	Sierra Vista Child and Family Services	Perinatal First Step	\$6,218,861 (07/01/03-06/30/10)	\$849,691 (07/01/10-06/30/11)	\$7,068,552
Behavioral Health and Recovery Services	Mental Health	Sierra Vista Child and Family Services	Specialized Early Childcare Program/Prop 10	\$2,791,085 (07/01/03-06/30/10)	\$497,497 (07/01/10-06/30/11)	\$3,288,582
Behavioral Health and Recovery Services	Mental Health Services Act	Stanco - Transitional Housing	Property Management	\$2,353,956 (07/01/03-06/30/10)	\$410,000 (07/01/10-06/30/11)	\$2,763,956
Behavioral Health and Recovery Services	Mental Health Services Act	Stanislaus County Aging and Veterans Services	Program to Encourage Active & Rewarding Lives (PEARLS) / Peer Counseling, Senior Center without Walls	\$0,000 (07/01/10-06/30/10)	\$312,000 (07/01/10-06/30/11)	\$312,000
Behavioral Health and Recovery Services	Managed Care	Summitview Child Treatment Center	Day Rehabilitation Services - Female	\$100,000 (10/15/04-06/30/10)	\$50,000 (07/01/10-06/30/11)	\$150,000
Behavioral Health and Recovery Services	Mental Health	Telecare Corporation	Telecare Modesto Recovery Services	\$4,739,448 (07/01/03-06/30/10)	\$562,000 (07/01/10-06/30/11)	\$5,301,448



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

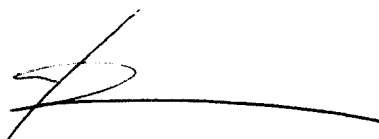
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

By: 

*for* Denise C. Hunt, RN, MFT  
Behavioral Health Director

"County"

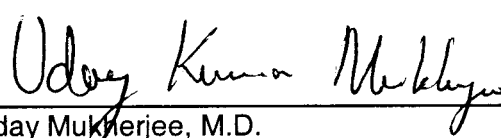
**ROGERS DRUG STORES PHARMACY, INC.**

By: 

B. Ben Prasad  
Owner/President/Pharmacist

"Contractor"

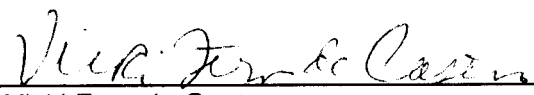
APPROVED AS TO CONTENT:

By: 

Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: 

Vicki Fern de Castro  
Deputy County Counsel


BOS Action Item: 2010 - 316, MAY 25, 2010

35.3 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.

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

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

**SIERRA VISTA CHILD AND FAMILY  
SERVICES**


  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
\_\_\_\_\_  
Judy Kindler  
Executive Director

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel


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


BOS Action Item: \_\_\_\_\_ ) May 2010

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

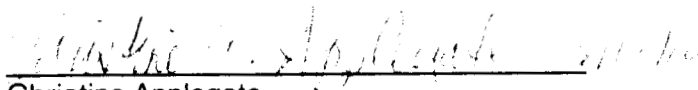
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**SIERRA VISTA CHILD AND FAMILY  
SERVICES**

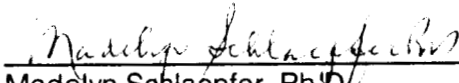
  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
\_\_\_\_\_  
Judy Kindle  
Executive Director

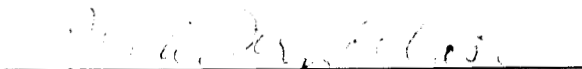
**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

  
\_\_\_\_\_  
Christine Applegate  
Director

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Madelyn Schlaepfer, Ph.D.  
Associate Director for Operations

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

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

BOS Action Item: 2010 316, May 25, 2010

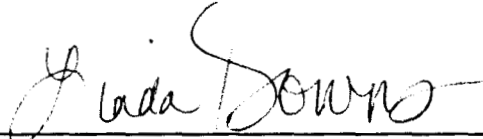
cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

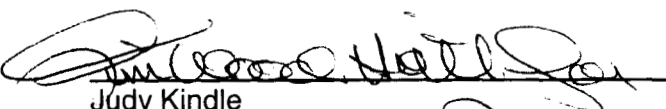
35.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized 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.

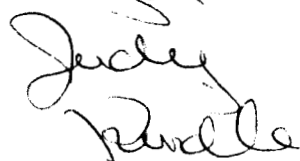
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

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


**SIERRA VISTA CHILD AND  
FAMILY SERVICES**

*for*  
  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

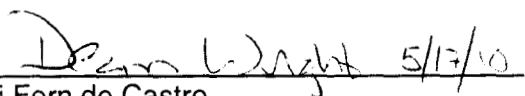
  
\_\_\_\_\_  
Judy Kindle  
Executive Director



APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

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

by  5/17/10  
\_\_\_\_\_  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2010

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

<b>COUNTY OF STANISLAUS BEHAVIORAL HEALTH AND RECOVERY SERVICES</b>  By: <u><i>Denise C. Hunt</i></u> Denise C. Hunt, RN, MFT Behavioral Health Director  "County"	<b>STANCO</b>  By: <u><i>David T. Meling</i></u> David T. Meling Executive Director  "Contractor"
APPROVED AS TO CONTENT:  By: <u><i>Glenn Hutsell</i></u> Glenn Hutsell Manager, Consumer and Family Affairs	
APPROVED AS TO FORM: John P. Doering County Counsel  By: <u><i>Vicki Fern de Castro</i></u> Vicki Fern de Castro Deputy County Counsel	

BOS Action Item: 2010 -314, Date: MAY 25, 2010

**B. Compensation**

- I. AVS will be reimbursed through the following funding sources: Mental Health Services Act: Prevention and Early Intervention
- II. BHRS agrees to compensate AVS for the cost of these services including reasonable administrative costs not to exceed \$312,000 for the term of this agreement.
- III. AVS shall submit monthly written invoices identifying services provided, a description of services and the total charge for services. BHRS shall pay AVS within fifteen (15) calendar days of receipt of AVS's invoice by BHRS, for any undisputed invoices.
- IV. Invoices shall be submitted to: Behavioral Health & Recovery Services, Attn: Accounts Payable, 800 Scenic Drive, Bldg 4, Modesto, CA 95350.

**C. Term:**

The term of this Agreement shall be July 1, 2010 through June 30, 2011.

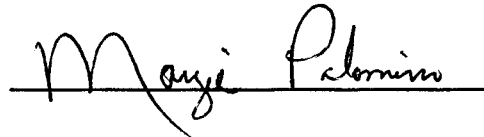
The undersigned hereby agree to the provisions of this IAA and certify that the provisions made herein will be honored.

BEHAVIORAL HEALTH AND  
RECOVERY SERVICES

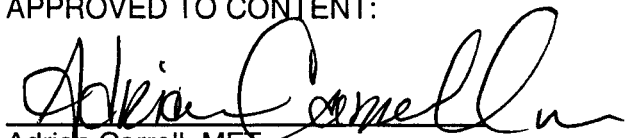


Denise C. Hunt, RN, MFT  
Behavioral Health Director

DEPARTMENT OF AGING AND  
VETERAN SERVICES

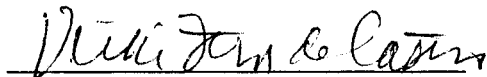


APPROVED TO CONTENT:



Adrian Carroll, MFT  
Chief of Children's and TAY System of Care

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING



Vicki Fern de Castro  
Deputy County Counsel

BOS Item: 2010-316, May 25, 2010

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.

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

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

**SUMMITVIEW CHILD TREATMENT  
SERVICES**

*Denise C. Hunt*

for  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

*Carla L. Wills*

Carla L. Wills, LCSW  
Executive Director

APPROVED AS TO CONTENT:

*Jean Anderson, MFT*

Jean Anderson, MFT  
Assistant Director for Quality, Compliance  
and Risk Management

*Adrian Carroll*

Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM:

John P. Doering, County Counsel

*Vicki Fern de Castro*

Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, MAY 25, 2010

- 35.2 In the event of termination or expiration of this Agreement, CONTRACTOR shall assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.
- 35.3 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.

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

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

**TELECARE CORPORATION**

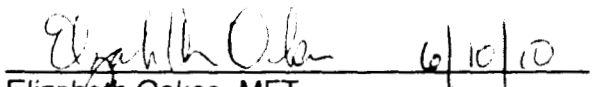


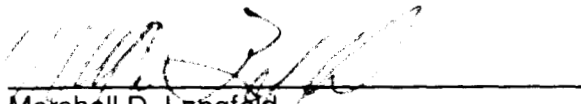
Denise C. Hunt, RN, MFT  
Behavioral Health Director



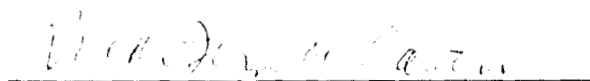
Ross C. Peterson  
Vice President

APPROVED AS TO CONTENT:

 6/10/10  
Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

  
Marshall D. Langfeld  
Vice President, CFO

APPROVED AS TO FORM  
John P. Doering, County Counsel

  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-210, 11/15/10 2010



**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts over \$100,000**

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	Telecare Corporation	Telecare Recovery Access Center and Stanislaus Homeless Outreach Program	\$15,693,012 (07/01/03-06/30/10)	\$3,105,960 (07/01/10-06/30/11)	\$18,798,972
Behavioral Health and Recovery Services	Mental Health	Telecare Corporation	Treatment Facilities	\$840,971 (07/01/03-06/30/10)	\$83,000 (07/01/10-06/30/11)	\$923,971
Behavioral Health and Recovery Services	Mental Health/Mental Health Services Act	Trompetter, Philip S.	Conservatorship Evaluations, Associated Court Testimony and Mental Health Services Act Duties	\$341,582 (07/01/03-06/30/10)	\$57,000 (07/01/10-06/30/11)	\$398,582
Behavioral Health and Recovery Services	Mental Health Services Act	Turning Point Community Programs	Consumer & Family Member Employment & Empowerment Center (Mental Health Services Act)	\$1,067,658 (06/01/06-06/30/10)	\$271,300 (07/01/10-06/30/11)	\$1,338,958
Behavioral Health and Recovery Services	Mental Health Services Act	Turning Point Community Programs	Garden Gate Respite (Mental Health Services Act) Expansion	\$3,448,425 (07/01/03-06/30/10)	\$443,074 (07/01/10-06/30/11)	\$3,891,499
Behavioral Health and Recovery Services	Mental Health	Turning Point Community Programs	Integrated Services Agency (ISA)	\$9,003,997 (07/01/03-06/30/10)	\$1,325,000 (07/01/10-06/30/11)	\$10,328,997
Behavioral Health and Recovery Services	Mental Health Services Act	Turning Point Community Programs	On-Site Peer Support and Warm Line Services (Mental Health Services Act)	\$956,559 (05/15/06-06/30/10)	\$240,000 (07/01/10-06/30/11)	\$1,196,559

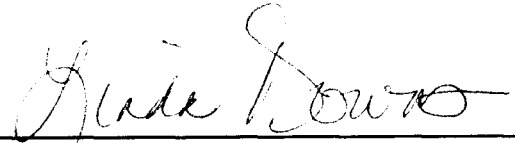
management of clients as determined by COUNTY. In no case shall a client be billed for this service.


37.3 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.

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

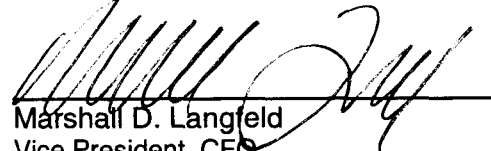
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**TELECARE CORPORATION**

*for*  
  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

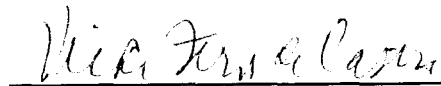
  
\_\_\_\_\_  
Ross C. Peterson  
Vice President

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Marshall D. Langfeld  
Vice President, CFO

  
\_\_\_\_\_  
Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel

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

BOS Action Item: 2010-316, MAY 25, 2010


default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

29.2 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.

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


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

**TELECARE CORPORATION**

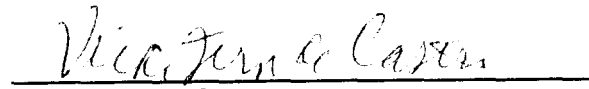
  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
Marshall D. Langfeld  
Vice President, CFO

APPROVED AS TO CONTENT:

  
Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

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

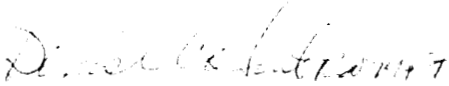
  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, Date: MAY 25, 2010

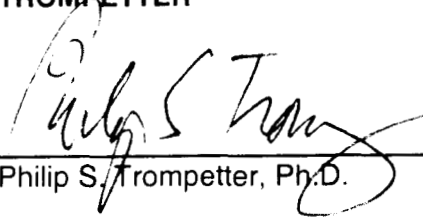
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

**TROMPETTER**

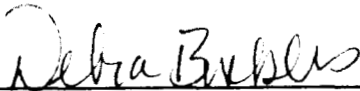


Denise C. Hunt, RN, MFT  
Behavioral Health Director  
"COUNTY"



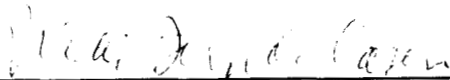
Philip S. Trompetter, Ph.D.  
"CONTRACTOR"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES



Debra Buckles  
Chief of Forensics Services

APPROVED AS TO FORM:  
John P. Doering  
County Counsel




Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 - 311, Date: June 25, 2010.

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

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

**TURNING POINT COMMUNITY  
PROGRAMS, INC**

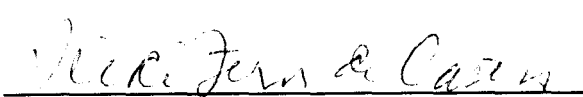
  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
\_\_\_\_\_  
John Buck  
Executive Director

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Glenn Huxsell  
Manager, Consumer and Family Affairs

APPROVED AS TO FORM  
John P. Doering, County Counsel

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

BOS Action Item: 2010 -316, MAY 25, 2010

determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

35.2 In the event of termination or expiration of this Agreement, CONTRACTOR shall assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.

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 CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.


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

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

**TURNING POINT COMMUNITY  
PROGRAMS, INC**

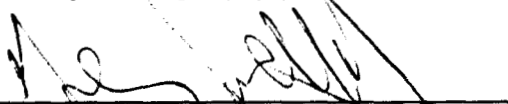


Denise C. Hunt, RN, MFT  
Behavioral Health Director



John Buck  
Executive Director

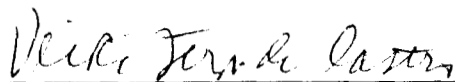
APPROVED AS TO CONTENT:



Glenn Hutsell  
Manager, Consumer and Family Affairs

APPROVED AS TO FORM:

John P. Doering, County Counsel



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, MAY 25, 2010

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

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

**TURNING POINT COMMUNITY  
PROGRAMS, INC**

*Denise C. Hunt*

*John Buck*

*for*

Denise C. Hunt, RN, MFT  
Behavioral Health Director

John Buck  
Executive Director

APPROVED AS TO CONTENT:

*Elizabeth Oakes* 6/3/10

Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel

*Vicki Fern de Castro*

Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 316, May 25, 2010

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.

**34. 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.

**35. TERM**

35.1 This Agreement shall commence on July 1, 2010, and continue through June 30, 2011.

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.

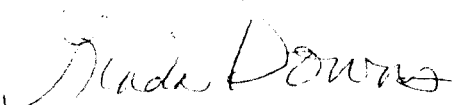
35.2 In the event of termination or expiration of this Agreement, CONTRACTOR shall assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.

35.3 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 CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

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

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

**TURNING POINT COMMUNITY  
PROGRAMS, INC**



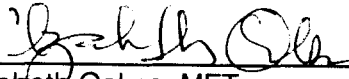
Denise C. Hunt, RN, MFT  
Behavioral Health Director



John Buck  
Executive Director



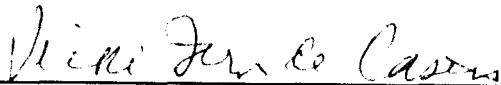
APPROVED AS TO CONTENT:



Elizabeth Oakes, MFT  
Chief Adult/Older Adult System of Care

APPROVED AS TO FORM:

John P. Doering, County Counsel



Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, MAY 25, 2010

**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts over \$100,000**


Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Stanislaus Recovery Center	Universal Building Services & Supply Company	Janitorial Services @ Stanislaus Recovery Center	\$211,015 (07/14/03-06/30/10)	\$20,000 (07/01/10-06/30/11)	\$231,015
Behavioral Health and Recovery Services	Managed Care	Value Options, Inc.	Specialty Mental Health Services for Out Of County Medi-Cal Children	\$114,595 (07/01/04-06/30/10)	\$15,000 (07/01/10-06/30/11)	\$129,595
Behavioral Health and Recovery Services	Mental Health/Managed Care	Victor Treatment Centers, Inc.	Day Treatment Services	\$3,201,189 (07/01/03-06/30/10)	\$300,000 (07/01/10-06/30/11)	\$3,501,189
Behavioral Health and Recovery Services	Mental Health/Mental Health Services Act	Walls, Ruby	Community Worker	\$144,947 (02/03/04-06/30/10)	\$29,200 (07/01/10-06/30/11)	\$174,147
Behavioral Health and Recovery Services	Mental Health	Warren-Smith, Carolyn	Parent Partner (Leaps & Bounds)	\$141,733 (07/01/03-06/30/10)	\$25,000 (07/01/10-06/30/11)	\$166,733
Behavioral Health and Recovery Services	Mental Health Services Act	West Modesto King Kennedy Neighborhood Collaborative	Outreach and Engagement Services (Mental Health Services Act)-Outreach & Engagement 1)	\$683,565 (08/01/06-06/30/10)	\$174,510 (07/01/10-06/30/11)	\$858,075
Behavioral Health and Recovery Services	Mental Health	Woods' Board and Care Home	Wood's Step Up Program (WSUP)	\$922,653 (07/01/03-06/30/10)	\$163,000 (07/01/10-06/30/11)	\$1,085,653

21. Governing Law and Venue

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

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

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

By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director


"County"

**UNIVERSAL BUILDING SERVICES  
AND SUPPLY CO.**


By:   
Dario DeVincenzi  
Operations Manager

"Contractor"

APPROVED AS TO CONTENT:

By:   
Madelyn Schlaepfer, Ph.D.  
Associate Director of Operations

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

By:   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2009-2010

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

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

**VICTOR TREATMENT CENTERS, INC.**

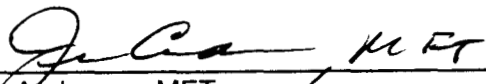


Denise C. Hunt, RN, MFT  
Behavioral Health Director



Douglas Scott, Ph.D.  
Chief Executive Officer

APPROVED AS TO CONTENT:

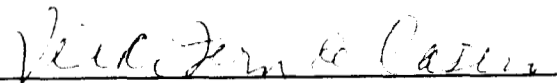


Jean Anderson, MFT  
Assistant Director for Quality, Compliance  
and Risk Management



Adrian Carroll, MFT  
Chief, Children's & TAY System of Care


APPROVED AS TO FORM  
John P. Doering, County Counsel

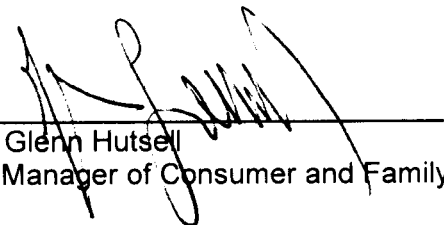


Vicki Fern de Castro  
Deputy County Counsel

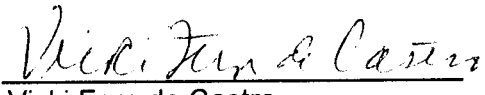
BOS Action Item: 2010-316, May 25, 2010

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By   
Glenn Hutsell  
Manager of Consumer and Family Affairs

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316 May 25, 2010

shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95320

To Contractor: Carolyn Warren-Smith  
513 Ramsey Drive  
Modesto, CA 95356  
(209) 529-7623

18. 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.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**WARREN-SMITH**

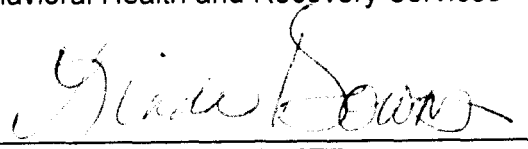
By   
Cynthia Thomlison  
Senior Management Consultant

By   
Carolyn Warren-Smith

"County"

"Contractor"

APPROVED AS TO CONTENT:  
Behavioral Health and Recovery Services

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By Adrian Carroll  
Adrian Carroll, MFT  
Chief, Children's and TAY System of Care

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By Vicki Fern de Castro  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316 May 25, 2010

billed for this service.

35.3 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 CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

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


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

**STANISLAUS MULTI-CULTURAL  
COMMUNITY HEALTH COALITION-WEST  
MODESTO / KING KENNEDY  
NEIGHBORHOOD COLLABORATIVE**

  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
Carole Collins  
Coordinator

APPROVED AS TO CONTENT:

  
Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

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

  
Vicki Fern de Castro  
Deputy County Counsel


BOS Action Item: 2010-316, MAY 25, 2010

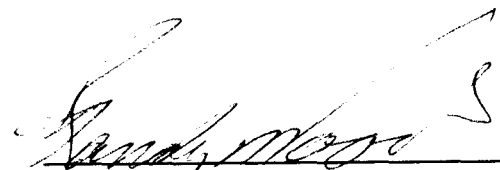


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.


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

**WOODS BOARD AND CARE HOME**

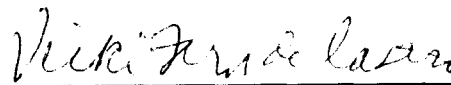
*for*  
  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
\_\_\_\_\_  
Randy G. Woods  
Owner

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Elizabeth Oakes, MFT  
Chief, Adult and Older Adult Systems of Care

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

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

BOS Action Item: 2010-316, Date: MAY 25, 2010

**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts between \$50,000 and \$100,000**

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Alcohol and Other Drugs	Alano Club	Alumni recreation/socialization club	\$70,000 (07/01/03-06/30/10)	\$10,000 (07/01/10-06/30/11)	\$80,000
Behavioral Health and Recovery Services	Mental Health	Aspiranet (dba Moss Beach Homes, Inc.)	Aspira – Therapeutic Behavioral Services for Stanislaus County Beneficiaries Residing Out of County	\$25,000 (07/01/06-06/30/10)	\$25,000 (07/01/10-06/30/11)	\$50,000
Behavioral Health and Recovery Services	Mental Health	Cinnamon Hills Youth Crisis Center	Mental Health Treatment	\$34,000 (10/01/09-06/30/10)	\$34,000 (07/01/10-06/30/11)	\$68,000
Behavioral Health and Recovery Services	Mental Health Services Act	Court, Anthony	Mental Health Services Act - Employment & Entitlement	\$44,400 (08/21/06-06/30/10)	\$10,610 (07/01/10-06/30/11)	\$55,010
Behavioral Health and Recovery Services	Mental Health Services Act	California State University, Stanislaus	Stipend-Financial Aid	\$55,500 (10/01/08-06/30/10)	\$37,000 (07/01/10-06/30/11)	\$92,500
Behavioral Health and Recovery Services	Mental Health/Mental Health Services Act	Escobar, Lucilita	Parent Advocate	\$69,554 (09/05/06-06/30/10)	\$28,186 (07/01/10-06/30/11)	\$97,740
Behavioral Health and Recovery Services	Mental Health	FCS, Inc.	Recruitment Services for Psychiatrists	\$44,000 (7/1/09 – 6/30/10)	\$44,000 (7/1/10 – 6/30/11)	\$88,000
Behavioral Health and Recovery Services	Mental Health	Global Medical Staffing, LLC	Recruitment Services for Psychiatrists	\$36,000 (10/01/08-06/30/10)	\$36,000 (07/01/10-06/30/10)	\$72,000
Behavioral Health and Recovery Services	Mental Health Services Act	Louis, Dennis	Mental Health Services Act Information Technology Consultation	\$42,330 (07/01/08-06/30/10)	\$22,500 (07/01/10-06/30/11)	\$64,830

20. Construction

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

21. Governing Law and Venue


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

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

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

**THE ALANO CLUB OF MODESTO**

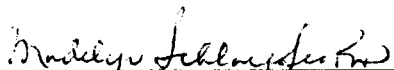
By:   
Denise C. Hunt, RN, MFT

By:   
John McCain  
President

"County"

"Contractor"

APPROVED AS TO CONTENT:

By:   
Madelyn Schlaepfer, Ph.D.  
Associate Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By: Vicki Fern de Castro  
Vicki Fern de Castro  
Deputy County Counsel

BOS Item: 2010-316, MAY 25, 2010

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shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.

35.3 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.

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

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

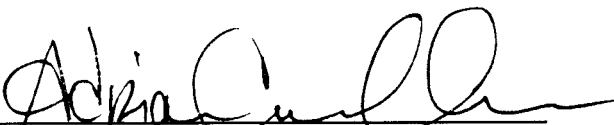
**ASPIRANET  
Moss Beach Homes, Inc.,  
dba Aspira Behavioral Health**

  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

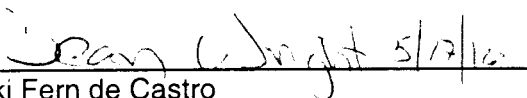
  
\_\_\_\_\_  
Vernon Brown, MPA  
Executive Director

for

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Adrian Carroll, MFT  
Chief, Children's and TAY Systems of Care

APPROVED AS TO FORM  
John P. Doering, County Counsel

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

BOS Action Item: 2010-316, May 25, 2010

determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.


30.2 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, and the CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

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

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

**CINNAMON HILLS YOUTH CRISIS  
CENTER, INC.**

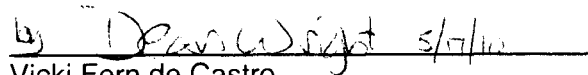
*fm*  
  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
Tara Smith  
Business Manager

APPROVED AS TO CONTENT:  
Behavioral Health and Recovery Services

  
Adrian Carroll, MFT  
Chief, Children and TAY Systems of Care

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

  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2010

17. NOTICE

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

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95320

To Contractor: Anthony Court  
622 J Street  
Modesto, CA 95351  
(209) 568-5020

18. 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.

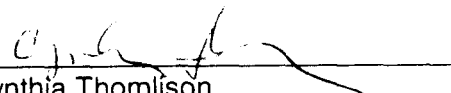
19. ENTIRE AGREEMENT


This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**COURT**

By   
Cynthia Thomlison  
Senior Management Consultant

By   
Anthony Court

"County"

"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

By Denise Hunt  
Denise Hunt, RN, MFT  
Behavioral Health Director

By Adrian Carroll  
Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By Vicki Fern de Castro  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316 Date: May 25, 2010



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

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

**CALIFORNIA STATE UNIVERSITY,  
STANISLAUS**

*Denise C. Hunt*  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

*Margaret Tynan*  
\_\_\_\_\_  
Margaret Tynan, Ph.D.  
Director, Social Work Program

APPROVED AS TO CONTENT:

*Christi Golden*  
\_\_\_\_\_  
Christi Golden  
Human Resources Director

*Russell Giambelluca 5/19/10*  
\_\_\_\_\_  
~~Phyllis Grittenden, Senior Buyer~~ Russell Giambelluca  
Vice President, B&F

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

*Diana Demetrulius 5/24/10*  
\_\_\_\_\_  
Diana Demetrulius, Ph.D. Ed. D.  
Vice-Provost


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

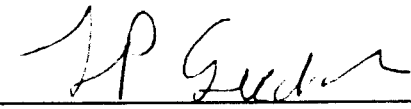
BOS Action Item: 2010 316, May 25, 2010

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**ESCOBAR**

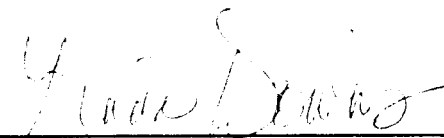
By   
Cynthia Thomlison  
Senior Management Consultant

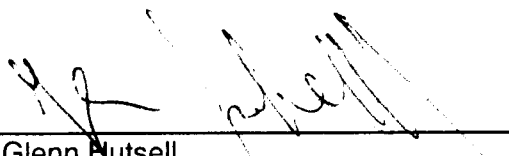
By   
Lucilita Escobar

"County"

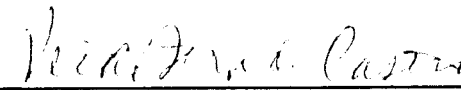
"Contractor"

APPROVED AS TO CONTENT:  
Behavioral Health and Recovery Services

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By   
Glenn Hutsell  
Consumer and Family Affairs Manager

APPROVED AS TO FORM:  
JOHN P. DOERING, COUNTY COUNSEL

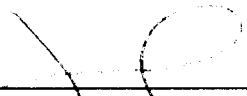
By   
Vicki Fern de Castro  
Deputy County Counsel

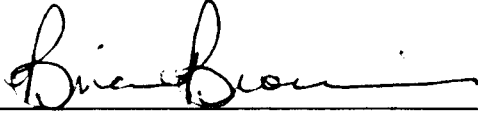
BOS Action Item: 2011 316, MAY 25, 2010

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

**COUNTY OF STANISLAUS**

**FCS, INC.**

By:   
Julie A. Mefford, GSA Director  
Purchasing Agent

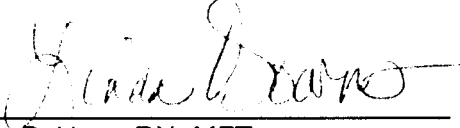
By:   
Brian Browning  
Vice President, Client Services

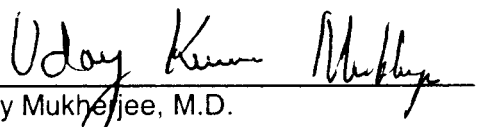
"County"

"Contractor"

**APPROVED AS TO CONTENT:**

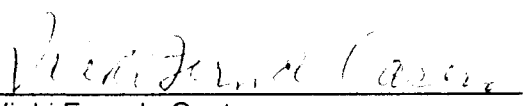
**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By:   
Uday Mukherjee, M.D.  
Medical Director

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 - 316, Date: MAY 25, 2010

**COUNTY OF STANISLAUS**

**GLOBAL MEDICAL STAFFING, INC.**

By: [Signature]  
Julie A. Mefferd, GSA Director  
Purchasing Agent

By: [Signature]  
Robert Stringham  
CEO

"County"

"Contractor"

APPROVED AS TO CONTENT:

**BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

for By: [Signature]  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By: [Signature]  
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: [Signature]  
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010 - 316, Date: MAY 25, 2010

COUNTY OF STANISLAUS  
STANDARD AGREEMENT

25503

Agreement Number

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor  
(If other than an individual, state whether a corporation, partnership, etc.):  
DENNIS LOUIS
2. The term of this Agreement is:  
July 1, 2010 through June 30, 2011
3. The maximum amount of payment based on \_\_\_ lump sum, or XX time and materials is:  
At the rate of \$100 per hour, and, \$50 per hour for travel time outside Stanislaus County to authorized meetings or conferences, plus mileage at the same rate paid to County employees per County Auditor rates, not to exceed \$22,500.
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:
  - (a) Exhibit A -- Standard Contract Conditions/ Short Form rev 4.28.08
  - (b) Exhibit B -- Scope of Work
  - (c) Exhibit C -- Business Associate Exhibit
  - (d) Exhibit D - Special Conditions N/A
  - (e) Other (e.g. Contractor's Proposal) N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on May 26, 2010.  
(Date)

CONTRACTOR

Contractor's Name  
DENNIS LOUIS

By (Authorized Signature)



Printed Name and Title of Person Signing  
Dennis Louis

Mailing Address

2644 Laramie Drive, Modesto, CA 95355

COUNTY OF STANISLAUS

Department Name  
COUNTY PURCHASING

By (Authorized Signature)



Printed Name and Title of Person Signing  
JULIE A. MEFFERD, GSA Director, Purchasing Agent

Mailing Address

1010 Tenth Street, Suite 5400  
P.O. Box 3229  
Modesto, CA 95354

Approved for Content:



Denise C. Hunt, RN, MFT  
Behavioral Health Director

Approved for Form:

John P. Doering, County Counsel



By: Vicki Fern de Castro, Deputy County Counsel

Standard Agreement 4 28.08

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EOS Action Item Date

2011-316

MAY 25, 2010

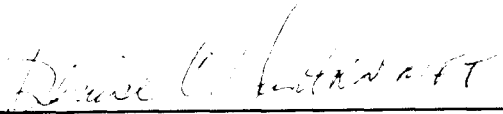
**Fiscal Year 2010-2011  
Contract Template  
All Funds  
Contracts between \$50,000 and \$100,000**

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health Services Act	National Alliance for Mentally Ill (NAMI)	Education Program/Training	\$36,518 (02/25/08-06/30/10)	\$45,833 (07/01/10-06/30/11)	\$82,351
Behavioral Health and Recovery Services	Mental Health	Quest Diagnostics, Inc. (Unilab Corporation)	Lab Services	\$65,874 (07/01/03-06/30/10)	\$10,000 (07/01/10-06/30/11)	\$75,874
Behavioral Health and Recovery Services	Mental Health Services Act	Rose A. Pinard & Associates	Community Capacity Building Training	\$0,000 (07/01/10-06/30/10)	\$54,000 (07/01/10-06/30/11)	\$54,000
Behavioral Health and Recovery Services	Alcohol and Other Drugs	Scenic Faculty Medical Group, Inc. (SFMG)	Medical Exams @ Genesis	\$77,854 (07/01/03-06/30/10)	\$18,000 (07/01/10-06/30/11)	\$95,854
Behavioral Health and Recovery Services	Mental Health Services Act	Souza, Dan	Mental Health Services Act Consultation for Prevention-Early Intervention	\$34,594 (09/01/08-06/30/10)	\$37,500 (07/01/10-06/30/11)	\$72,094
Behavioral Health and Recovery Services	Mental Health Services Act	Turning Point Community Programs	Community Activities and Rehabilitation Transportation	\$43,386 (07/01/08-06/30/10)	\$43,386 (07/01/10-06/30/11)	\$86,772
Behavioral Health and Recovery Services	Mental Health	Vaughn, Cathee	Administrative Consultation	\$65,042 (07/01/03-06/30/10)	\$11,000 (07/01/10-06/30/11)	\$76,042

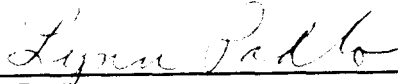
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**NATIONAL ALLIANCE ON MENTAL ILLNESS  
STANISLAUS, A NON-PROFIT  
ASSOCIATION**



Denise C. Hunt, RN, MFT  
Behavioral Health Director



Lynn Padfo  
President

**"COUNTY"**

**"CONTRACTOR"**

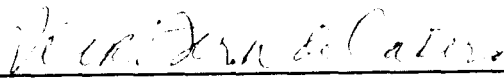
APPROVED AS TO CONTENT:



~~Karen Hurley~~ Adrian Carroll, MFT  
Project Coordinator, MHSA Chief PEI

APPROVED AS TO FORM:

John P. Doering  
County Counsel



Vicki Fern de Castro  
Deputy County Counsel

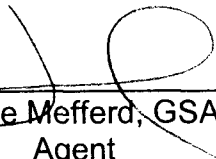
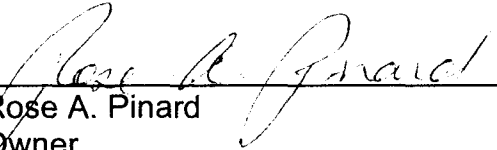

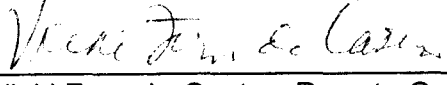
BOS Action Item: 2009-210, Date: May 25, 2010.

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 or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

<b>COUNTY OF STANISLAUS</b> By: <u></u> Julie Mefferd, GSA Director/Purchasing Agent "County"	<b>ROSE A. PINARD AND ASSOCIATES</b> By: <u></u> Rose A. Pinard Owner "Consultant"
APPROVED AS TO CONTENT: Department of <u>BARS</u> By: <u></u> Denise C. Hunt, RN, MFT Behavioral Health Director	
APPROVED AS TO FORM: John P. Doering, County Counsel By: <u></u> Vicki Fern de Castro, Deputy County Counsel	

BOS Action Item: 2010-316 Date: May 25, 2010

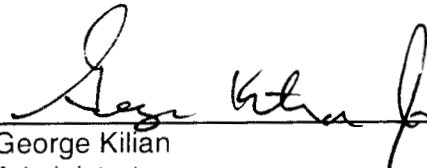


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

**SCENIC FACULTY MEDICAL GROUP, INC.**

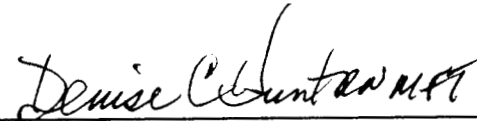
By:   
Julie A. Mefferd, GSA Director  
Purchasing Agent

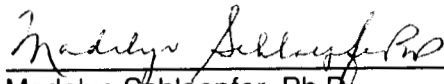
By:   
George Kilian  
Administrator

"County"

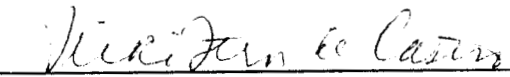
"Contractor"

**APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY  
SERVICES**

By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

By:   
Madelyn Schlaepfer, Ph.D.  
Associate Director

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

By:   
Vicki Fern de Castro  
Deputy County Counsel

*BoS 2010-316, May 25, 2010*

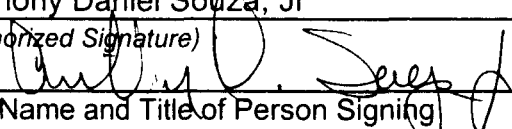
**COUNTY OF STANISLAUS  
STANDARD AGREEMENT**

\_\_\_\_\_  
Agreement Number


1. This Agreement is entered into between the County of Stanislaus and the following named Contractor  
*(If other than an individual, state whether a corporation, partnership, etc.):*  
Anthony Daniel Souza, Jr
2. The term of this Agreement is:  
July 1, 2010 through June 30, 2011
3. The maximum amount of payment based on \_\_\_ lump sum, or XX time and materials is:  
At the rate of \$125 per hour not to exceed \$37,500.00.
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:
  - (a) Exhibit A -- Standard Contract Conditions / Short Form rev 4.28.08
  - (b) Exhibit B -- Scope of Work
  - (c) Exhibit C -- Business Associate Exhibit
  - (d) Exhibit D - Special Conditions N/A
  - (e) Other (e.g. Contractor's Proposal) N/A


IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_, 2010.  
(Date)


**CONTRACTOR**

Contractor's Name  
Anthony Daniel Souza, Jr  
By (Authorized Signature)   
Printed Name and Title of Person Signing  
Anthony Daniel Souza, Jr  
Mailing Address  
5308 Powell Road  
Denair, CA 95316

**COUNTY OF STANISLAUS**

Department Name  
COUNTY PURCHASING  
By (Authorized Signature)   
Printed Name and Title of Person Signing  
JULIE A. MEFFERD, GSA Director, Purchasing Agent  
Mailing Address  
1010 Tenth Street, Suite 5400  
P.O. Box 3229  
Modesto, CA 95354

Approved for Content:  
  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

Approved for Form:  
John P. Doering, County Counsel  
  
By: Vicki Fern de Castro, Deputy County Counsel

do business in the State of California, and CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

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

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

**TURNING POINT COMMUNITY  
PROGRAMS, INC**

*Denise C. Hunt*

Denise C. Hunt, RN, MFT  
Behavioral Health Director

*John Busk*

John Busk  
Executive Director

APPROVED AS TO CONTENT

*Glenn Hutsell*

Glenn Hutsell  
Manager, Consumer and Family Affairs

APPROVED AS TO FORM  
John P. Doering, County Counsel

*Vicki Fern de Castro*

Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, MAY 25, 2010

To County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95320

To Contractor: Cathee Vaughn  
7406 Pine Street  
Hughson, CA 95326  
(209) 883-2741

18. AMENDMENT

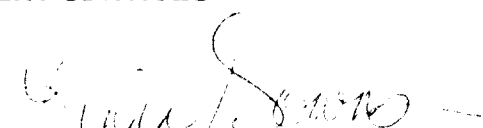
This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

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

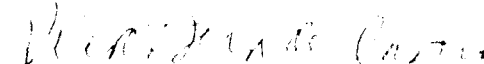
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

for By   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

**VAUGHN**

By   
Cathee Vaughn

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By   
Vicki Fern de Castro  
Deputy County Counsel

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

By   
Cynthia Thomlison  
Senior Management Consultant


BOS Action Item: 2010 316, MAY 25, 2010



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

**DENISE C. HUNT, RN, MFT**  
Behavioral Health Director

**CONTRACT SERVICES**  
800 Scenic Drive, Modesto, California 95350  
Phone: 209.525.6020 Fax: 209.525.7420

**DATE:** October 18, 2010  
**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors  
**FROM:**  Nancy Paulding  
Behavioral Health and Recovery Services  
**RE:** Board Agenda # B-2  
Agenda Date: 05/25/10  
Board Action # 2010-316

BOARD OF SUPERVISORS  
2010 OCT 20 P 12:13

The final 3 Agreements between Behavioral Health and Recovery Services and service providers for mental health, alcohol and other drugs, and ancillary services for FY 2010-11, approved by the BOS on May 25, 2010 are attached:

ABM Engineering  
Quest Diagnostics  
Value Options

If you have any questions, please call me at 525-6281.

Thank you.

Enclosure

**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 ABM Engineering Services Company, a California Corporation with its principle place of business located at 160 Pacific Avenue, Ste 222, San Francisco, CA 94111 ("Contractor") on October 1, 2010.

**Recitals**

WHEREAS, the County has a need for services involving plant maintenance, engineering and light security duties at Stanislaus Recovery Center (SRC); 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 retention,



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  
Behavioral Health and Recovery Services  
Attn: Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

To Contractor: ABM Engineering Services  
Attn: W. Adam Kilburn, Branch Manager  
1266 Fourteenth Street  
Oakland, CA 94607-2247  
(510) 287-5433

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect

which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

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

17. Amendment

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

18. Entire Agreement

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

19. Advice of Attorney

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

20. Construction


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

21. Governing Law and Venue

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

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

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

By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

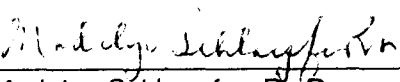
"County"

**ABM ENGINEERING SERVICES COMPANY**

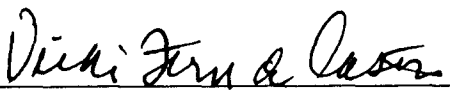
By: \_\_\_\_\_  
Cornel Sneekes  
Executive Vice President

"Contractor"

APPROVED AS TO CONTENT:

By:   
Madelyn Schlaepfer, Ph.D.  
Associate Director of Operations

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

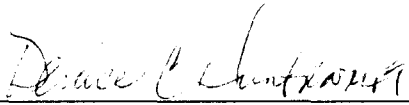
By:   
Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-316, May 25, 2010

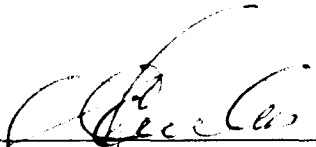
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

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

**ABM ENGINEERING SERVICES COMPANY**

By:   
Denise C. Hunt, RN, MFT  
Behavioral Health Director

"County"

By:   
Cornel Sneekes  
Executive Vice President

"Contractor"

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Madelyn Schlaepfer, Ph.D.  
Associate Director of Operations

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

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

BOS Action Item: 2010-316, May 25, 2010

## EXHIBIT A

### A. SCOPE OF WORK - Facility Maintenance Requirements

1. Skilled labor to provide routine and preventative maintenance to keep in good repair SRC facilities and the existing mechanical systems located in Ceres as follows:  
  
Stanislaus Recovery Center (SRC), 1904 Richland Avenue, Ceres
2. Facility description:  
  
Stanislaus Recovery Center is approximately 30-35 years in age, 30,000 square feet, and is a residential facility, operational twenty-four (24) hours a day, seven (7) days a week.
3. County and Contractor shall each designate a Project Manager. Any special requests, changes or revisions shall be discussed and agreed to in advance by the parties' respective Project Manager. The designated Project Manager for County will be Debbie Vieira, Stanislaus Recovery Center Site Administrator. For Contractor the Project Manager will be W. Adam Kilburn, Branch Manager.
4. Contractor will provide skilled labor to keep in good repair all heating and air conditioning equipment, plumbing fixtures, locks, door hardware, lighting, electrical wiring and fixtures due to normal wear and tear. Contractor shall be capable, experienced, and knowledgeable in the following areas:
  - 4.1 Painting
  - 4.2 Sheet rock-dry wall repair
  - 4.3 Basic electrical
  - 4.4 General mechanical
  - 4.5 Basic wood working skills
  - 4.6 Involvement with chemicals
  - 4.7 Fire protection equipment
  - 4.8 Food preparation equipment
  - 4.9 Plumbing
  - 4.10 Heating ventilation and air conditioning systems
  - 4.11 Locks and hardware
  - 4.12 Health care maintenance
5. Contractor shall be required, on a daily basis, to perform equipment rounds checking pressures, temps and operation of mechanical equipment. Complete unit rounds on all buildings to check for safety issues and damage caused by clients the previous evening. Pick up work requests during unit rounds. Complete logs on morning equipment rounds and on preventative maintenance schedule of equipment and start work on priority work orders and preventative maintenance of equipment. Inspect and report all hazardous conditions.



Frequency	Logs and Documents to be maintained
Daily:	Equipment rounds Key control log Work order requests Safety check patients equipment, as needed
Weekly	Vehicle inspection
Monthly	Preventative maintenance manuals Fire extinguisher checks Fire door checks Fire drill life safety documents
Quarterly	Utilities Management Plan documents Fire protection system documents P.M. Material Safety Data Sheets documents Phone system log
Semi-Annually	Conduct and document disaster preparedness drills Conduct and document Code 911 drills Equipment test & inspections
Annually	Fire system test and inspection of all devices and systems Back flow preventers test inspections

6. Site Specific Guidelines for Grave Shift:

- 6.1 Perform a minimum of five (5) Exterior Rounds and three (3) Interior (Adult Treatment Program - ATP only) Rounds, alternating times and directions of patrols.
- 6.2 Ensure gates are locked according to gate schedule.
- 6.3 Stand-by in employee parking lot during ATP shift change at 2300 hours.
- 6.4 Stand-by in ATP unit to relieve SRC staff from 0300-0400 hours.

7. In addition to the above requirements, Contractor's Maintenance Supervisor must provide the following services:

- 7.1 Review invoices generated by SRC engineering department, contracted work, parts, and supplies.
- 7.2 Perform Clinical, Security, and Engineering Environmental rounds for deficiencies bi-monthly.
- 7.3 Resolve complaints related to engineering.
- 7.4 Meet with Fire Marshall during scheduled and unscheduled inspections. Communicate with Fire Marshall any resolutions for site deficiencies.
- 7.5 Submit purchase order requests
- 7.6 Serve as liaison to contractors providing repair, maintenance services, garbage collection, linen services, and pest control.
- 7.7 Provide problem-solving activities in areas related to engineering and grounds maintenance.

8. Contractor shall abide by all safety and health laws, standards, rules, regulations,

or orders, and all OSHA requirements ("health and safety laws"). Contractor shall not permit any work to be done on site that is in violation of any health and safety laws. In addition, Contractor shall be expected to provide training to Contractor's employees in requirements of health and safety laws and OSHA standards and training guidelines, including, but not limited to the following areas:

**8.1 SPECIFIC OPERATIONS**

- 8.1.1 Awareness of asbestos and lead in the workplace
- 8.1.2 Working safely in confined spaces
- 8.1.3 Lockout/Tagout on electrical systems and electrical safety
- 8.1.4 Machine safety
- 8.1.5 Welding, cutting, and brazing safety
- 8.1.6 Compressed gases and compressed air
- 8.1.7 Blood borne pathogens and universal precautions

**8.2 PERSONAL PROTECTION**

- 8.2.1 Preventing slips, trips, and falls
- 8.2.2 Respirators and other protective equipment
- 8.2.3 Hearing, hand, head protection
- 8.2.4 Tailgate meeting

9. County shall be responsible, upon approval, for the costs of parts, materials, and subcontractors necessary to perform occasional specialty services.

**B. CONFIDENTIALITY AND INFORMATION SECURITY**

Contractor shall comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and Security Standards as outlined in Attachment 1.

**C. INSURANCE**

In reference to Section 6.2 Insurance, under Terms and Conditions of this Agreement, Contractor has provided 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.

**D. DEFENSE AND INDEMNIFICATION**

In reference to Section 7 Defense and Indemnification, under Terms and Conditions of this Agreement, is deleted in its entirety and replaced with the following:

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 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

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.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

#### **E. RECORDS AND AUDIT**

In reference to Section 9.2 Records and Audit, under Terms and Conditions of this Agreement, is deleted in its entirety and replaced with the following:

9.2 Any authorized representative of County shall have reasonable 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. ASSIGNMENT**

In reference to Section 12 Assignment, under Terms and Conditions of this Agreement, is deleted in its entirety and replace with the following:

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. With the exception of wholly owned subsidiaries of ABM Industries, Inc., 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.

#### **G. NON-DISCRIMINATION**

In reference to Section 11 Nondiscrimination, under Terms and Conditions of this

Agreement, is deleted in its entirety and replaced with the following:

1. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
2. Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

#### **H. COMPENSATION**

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

1. Contractor shall submit monthly invoices which include all payroll costs, employee benefits, costs for employee taxes & insurance, Health & Welfare, Uniforms, and a 5% Management Fee. County shall pay invoices within thirty (30) calendar days of receipt. Invoices shall be submitted to the following address:  

Stanislaus County  
Behavioral Health and Recovery Services  
Attn: Accounts Payable  
800 Scenic Drive  
Modesto, CA 95350
2. An amount not to exceed \$2,500 shall be included in the agreement maximum to cover any pre-authorized emergency call time worked by Contractor.

3. The parties hereto acknowledge the maximum amount to be paid by County for plant maintenance and engineering services during the term of this agreement shall not exceed \$152, 637 (GL 5249050).
4. County shall reimburse Contractor through the following funding source: SAPT Block Grant.

**I. TERM**

1. In reference to Section 3.4 Term under Terms and Conditions of this Agreement, is deleted in its entirety and replaced with the following:

3.4 Either party may terminate this Agreement upon 30 days prior written notice to the other party. 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.

2. These services shall commence on October 1, 2010 and continue through June 30, 2011.

**J. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

## BUSINESS ASSOCIATE EXHIBIT

Business Associate (BA) shall comply with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

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.

COUNTY and BA desire to facilitate the billing and/or transfer of protected health information (PHI), as defined in 45 CFR, Section 164.504, by electronically transmitting and receiving data in agreed formats and to assure that such transactions comply with relevant laws and regulations.

## 1. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning defined in the HIPAA and HITECH Statutes and Regulations.

1.1 "Breach" shall mean the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.1.1 **Exceptions.** The term "Breach" does not include:

1.1.1.1 Any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or

1.1.1.2 Any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and

1.1.1.3 Any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.2 "Business Associate"(BA) shall mean CONTRACTOR as identified in this Agreement.

1.3 "Covered Entity" shall mean Stanislaus County, Behavioral Health and Recovery Services (COUNTY).

1.4 "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 "Privacy Rule" shall mean the Standards for Privacy of individually identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.6 "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR, Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 “**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, Subpart C.

1.8 “**Physical Safeguards**” are physical measures, policies, and procedures to protect a covered entity’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

1.9 “**Security or Security measures**” encompass all of the administrative, physical, and technical safeguards in an information system.

1.10 “**Security Incident**” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

## 2. Operations

2.1 **Document Standards.** Each party may transmit to, or receive from, the other party, either electronically or using other media, PHI and/or individually identifiable health information, as defined in 42 U.S.C., Section 1320d, as it pertains to the provision of services under this Agreement. All documents shall be transmitted in accordance with the standards set forth in the Behavioral Health and Recovery Services Privacy Policy.

2.2 **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive documents.

## 3. Electronic Transmissions

Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until decrypted and accessible to the receiving party at such party’s receipt counter as designated by regulation or policy.

## 4. Security Standards

4.1 BA shall ensure the implementation of safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits.

4.2 BA shall ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

4.3 BA is required to report to the covered entity any security incident of which it becomes aware.

4.4 BA shall make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary for purposes of determining the covered entity’s compliance with the regulations.

4.5 Covered entity may terminate the contract if the covered entity determines that the BA has violated a material term of the contract.

## 5. Use and Disclosure of Protected Health Information

5.1 Except as otherwise provided in this Business Associate Exhibit, BA may use or disclose PHI to perform functions, activities or services for or on behalf of the COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

5.2 Except as otherwise limited in this Business Associate Exhibit, BA may use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is

disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Except as otherwise limited in this Business Associate Exhibit, BA may use PHI to provide data aggregation services related to the health care operation of COUNTY.

5.4 BA shall not use or further disclose PHI other than as permitted or required by this Business Associate Exhibit, or by law.

## **6. Breach Reporting**

6.1 During the term of the agreement, BA shall notify COUNTY, in writing, within five (5) business days of the discovery of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which the BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws and regulations. A breach shall be treated as discovered by the BA as of the first day on which such breach or suspected breach is known to the BA (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the BA) or should reasonably have been known to the BA to have occurred. BA shall take (a) prompt corrective action to cure any Breach, (b) investigate or fully participate in an investigation of the suspected or actual breach of security, (c) assist the COUNTY in compliance with the Notification in The Case Of Breach requirements of Section 13402 of the HITECH Act, and (d) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Notification of Breach shall be made to:

**BHRS Privacy Officer  
Behavioral Health and Recovery Services  
800 Scenic Drive  
Modesto, CA 95350  
(209) 525-6225**

6.2 Reports of suspected and actual breaches to COUNTY shall include the following, at a minimum:

- a. Identify each individual whose unsecured protected health information has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosed during the breach.
- b. Identify the nature of the Breach.
- c. Identify the date of the Breach.
- d. Identify the date of discovery of the Breach.
- e. Identify which elements of PHI were breached or were part of the Breach.
- f. Identify who was responsible for the Breach and who received the PHI.
- g. Identify what corrective actions the BA took or will take to prevent further incidents of Breach.
- h. Identify what BA did or will do to mitigate any adverse affects of the Breach.
- i. Identify BA contact individual and information for COUNTY to obtain additional information, if required.
- j. Provide copies of any Individual Notice, Media Notice, Notice to Secretary, or Posting on HHS Public Website that BA may have made pursuant to the HITECH Act.
- k. Provide such other information as COUNTY may reasonably request regarding the Breach.

## **7. Agents and Subcontractors of BA**

BA shall ensure that any agent, including subcontractor, to which the BA provides PHI received from, or created or received by BA on behalf of the COUNTY, shall comply with the same restrictions and conditions that apply through this Business Associate Exhibit to the BA with respect to such information.

## **8. Access to PHI**



8.1 BA shall provide access, within seven (7) days of such a request, to the COUNTY or, as directed by the COUNTY, to PHI in a designated record set to an individual in order to meet the requirements of Title 45, CFR, Section 164.524.

8.2 BA shall, within seven (7) days of such a request, provide individual patient or their legal representative with access to PHI contained in BA's records, pursuant to 45 CFR, Section 164.504 (e)(2)(F).

**9. Amendment(s) to PHI**

BA shall make any amendment(s) to PHI in a designated record set that the COUNTY directs or at the request of the COUNTY or an individual within seven (7) days of such request in accordance with Title 45, CFR, Section 164.526.

**10. Records Available**

BA shall make its internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY, available to the COUNTY or to the Secretary of HHS for purposes of the Secretary determining compliance with the Privacy Rule, in a time and manner designed by the COUNTY or the Secretary of HHS.

**11. Retention, Transfer and Destruction of Information**

11.1 Upon termination of this Agreement for any reason, BA shall retain all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY in a manner that complies with the Privacy Rule. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

11.2 Prior to termination of this Agreement, the BA may be required by the COUNTY to provide copies of PHI to the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

11.3 When the retention requirements on termination of the Agreement have been met, BA shall destroy all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA. BA, its agents or subcontractors shall retain no copies of the PHI.

11.4 In the event that BA determines that returning or destroying the PHI is not feasible, BA shall provide the COUNTY notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, BA shall extend the protections of this Business Associate Exhibit to such PHI and limit further use and disclosures of such PHI for so long as BA, or any of its agents or subcontractors, maintains such PHI.

**12. Force Majeure**

No party shall be liable for any failure to perform its obligations in connection with any transaction or any document where such failure results from any act of nature or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) that prevent such party from transmitting or receiving any documents.

**13. Limitation of Damages**

Other than specified in elsewhere, neither party shall be liable to the other for any special, incidental, exemplary, or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

**14. Continuing Privacy and Security Obligation**

BA's obligation to protect the privacy and security of the PHI, including all copies and any data derived this Agreement that may be individually identifiable, shall be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

**15. Attorney-Client Privilege**

Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by BA or COUNTY by virtue of this Subparagraph.

**16. Interpretation**

Any ambiguity in this Business Associate Exhibit shall be resolved to permit the COUNTY to comply with the Privacy Rule and Security Standards.

COUNTY OF STANISLAUS  
STANDARD AGREEMENT

76201  
Agreement Number

1. This Agreement is entered into between the County of Stanislaus and the following named Contractor  
(If other than an individual, state whether a corporation, partnership, etc.): QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC., a Delaware Corporation qualified to do business in California, with its principal place of business located in 1290 Wall Street West, Lyndhurst, NJ 07071
2. The term of this Agreement is:  
July 1, 2010 through June 30, 2011
3. The maximum amount of payment based on \_\_\_ lump sum, or XX time and materials is: \$10,000.00  
See Attachment B-1 for rates.
4. The parties agree to comply with the terms and conditions of the following exhibits which, by this reference, are made a part of the Agreement:
 

(a) Exhibit A -- Standard Contract Conditions	Long Form rev 4.28.08/ Short Form rev 4.28.08
(b) Exhibit B -- Scope of Work	
(c) Exhibit C -- Business Associate Exhibit	
(d) Exhibit D - Special Conditions	N/A
(e) Other (e.g. Contractor's Proposal)	Attachment B-1 Rates

IN WITNESS WHEREOF, the parties have executed this Agreement on July 1, 2010.  
(Date)

**CONTRACTOR**

Contractor's Name  
QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.

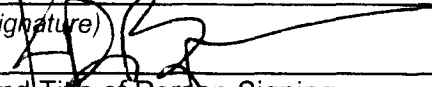
By (Authorized Signature) 

Printed Name and Title of Person Signing  
Bruce Farley, Director of Northern California

Mailing Address  
3636 North 1st Street, Suite 101  
Fresno, CA 93726

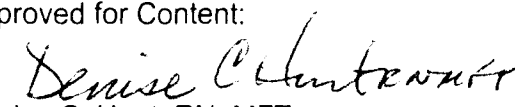
**COUNTY OF STANISLAUS**

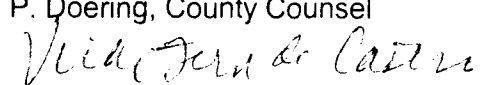
Department Name  
COUNTY PURCHASING

By (Authorized Signature) 

Printed Name and Title of Person Signing  
Keith Q. Deegs, Interim GSA Director/Purchasing Agent

Mailing Address  
1010 Tenth Street, Suite 5400  
P.O. Box 3229  
Modesto, CA 95354

Approved for Content:  
  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

Approved for Form:  
John P. Doering, County Counsel  
  
By: Vicki Fern de Castro, Deputy County Counsel

**EXHIBIT A**  
**STANDARD CONTRACT CONDITIONS**  
**(Short Form)**

1. Description of Work.

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence. Services and work provided by the Contractor will be performed in a timely manner in compliance with all applicable federal, state and county laws, ordinances, regulations and resolutions.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of this agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to this Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under this Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of said services and work shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Compensation.

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then the Contractor shall be compensated on a time and materials basis, based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current, dated schedule of rates attached hereto and, by this reference, made a part hereof; provided, however, the Consultant will provide the County 30-days notice before any change in the rate schedule takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.

- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. 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.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation 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.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. 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. Termination. 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, subject to any applicable setoffs.

4. 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 under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

6.1 Automobile Insurance. If the Contractor uses a motor vehicle in performing any of the work or services under this Agreement, including driving to a location to provide services, the Contractor shall furnish to the County proof of the Contractor's ability to respond in damages resulting from the ownership or operation of

a motor vehicle as required under Chapter 3 (commencing with section 16430) of Division 7 of the California Vehicle Code.

6.2 Workers' Compensation Insurance. Contractor shall provide 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.

6.3 Deductibles. The Contractor shall pay, at its cost and expense, any deductible or self-insured retention, and will pay all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations under the Agreement.

6.4 Primary Coverage. The Contractor's insurance coverage shall be primary insurance, and the County's insurance shall be excess insurance, regarding any incident or occurrence related to the performance of services under the Agreement.

6.5 Proof of Insurance. 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 applicable endorsements effecting coverage required by this Agreement. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7. Defense and Indemnification. 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.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or 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.

9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years after the termination or completion of this Agreement. Any authorized representative of County shall have access to any such records 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.

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

11. Assignment. 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.

12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.

13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract manager unless the Contractor has received a notice of termination.

14. 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.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.

16. 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.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. 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.

END OF STANDARD CONDITIONS (SHORT FORM)

## EXHIBIT B

### A. SCOPE OF WORK

1. Contractor agrees to provide out-patient testing at the following sites:
  - 1.1 Quest Diagnostics, Inc.  
1130 Coffee Road, Suite 10B  
Modesto, California 95355
  - 1.2 Florida Draw Station  
1541 Florida, Suite 105  
Modesto, California 95350
2. Contractor shall provide laboratory services for County's clients when authorized by County on Contractor's Laboratory Services request form. Testing must be ordered by a person licensed by the State of California, as defined by California Business and Professions Code 1288.
3. Contractor shall provide lab tests as listed in Attachment B-1 and in the 2008 Directory of Fees and Services.
4. Management information reports regarding outpatient usage and cost data shall be provided monthly. A monthly test summary and a monthly billing statement shall be provided.
5. Contractor shall comply with the laws that relate to the Confidentiality of Alcohol and Drug Abuse Patient Records (see 42 U.S.C. 290ee-3 and 42 U.S.C. 290dd-3; and Title 42 CFR Part 2).
  - 5.1 Contractor shall comply with these laws at all times, including when receiving, storing, processing or otherwise handling any information from the County about clients of the County.
  - 5.2 Contractor shall comply with these laws at all times, including in court, administrative or other judicial proceedings in which there is a request for records or testimony pertaining to patients. Contractor acknowledges its familiarity with 42 CFR Part 2.64, 2.65, and 2.66 regarding the procedures and criteria for orders authorizing disclosures.
  - 5.3 Contractor acknowledges that it is aware that no State law may either authorize or compel any disclosure prohibited by the federal regulations.

### B. COMPENSATION

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

1. County shall reimburse Contractor through the following funding source: Realignment.
2. County agrees that compensation for tests shall be paid at the rates as shown in Attachment B-1 or, if not so listed, at a fifteen percent (15%) discount from the 2008 Directory of Fees and Services. Total payment shall not exceed \$10,000 for the term of this Agreement.



3. Contractor shall prepare and mail billing to insurance companies, Medi-Cal, Medicare and other third party payers when applicable at no charge to County.
4. County shall reimburse Contractor for services through County's blue claim process within thirty (30) calendar days after receipt of bill.

BOS Action Item: 2010-316, MAY 25, 2010

**RATES**  
**Attachment B-1**

Quest Unit Code	CPT Code	Test	Charge/ Test	Routine TAT	Stat TAT
30110	84460	ALT (SG PT)	12.20		
39342	82140	Ammonia Plasma	51.43		
3012		Basic Chem Panel	10.80	24 hrs	2 hrs
20000		Blood Draw	6.89		
001040	84520	BUN, urine or serum	7.20	24 hrs	2 hrs
001578	82374	Carbon Dioxide	6.90	24 hrs	
85025	85025	CBC w/differentials	6.30	24 hrs	2 hrs
001206	82435	Chloride	6.90	24 hrs	2 hrs
3481	8504	Comp Metabolic panel (CMP)	12.00		
43400	82533	Cortisol, Plasma	34.44	24 - 48 hrs	
1370	82565	Creatinine, serum	6.90	24 hrs	2 hrs
70270	87076	Culture, Nose	21.90	24 - 48 hrs	
8342	87076	Culture, Throat	21.90	24 - 48 hrs	
8847	87086	Culture, Urine	19.62	24 - 48 hrs	
42545	84439	Direct Free Thyroxine	50.58		
	69056	Drug Abuse Screen	28.56	24 hrs	
30009	80004	Electrolytes	10.80	24 hrs	2 hrs
43370	82746	Folate (Folic Acid)	40.39		
39050	82947	Glucose	6.00		
83080		Haldol	67.79		
42940		HCG serum Qual (Preg)	18.72		
3228	50076	Hepatic Function - LFT's	13.40		
35003	83036	Hemoglobin	6.93		
35005	85027	Hemogram/Platelets	10.63		
3057	80061	Lipid Panel	21.24		
50036	86308	Mono	9.00	24 hrs	2 hrs
01180	84132	Potassium, serum	6.90	24 hrs	2 hrs
7856	80188	Primidone Mysoline	50.40	24 hrs	
50051	85730	PT/PTT	9.00		
43230	84146	Prolactin CPT	79.22		
42930	81025	Qualitative Pregnancy, urine	12.90	24 hrs	2 hrs
006171	86430	RA	10.20	24 hrs	
5280	85045	Reticulocyte Count	7.86	24 hrs	2 hrs
54001	86592	RPR	8.04	24 hrs	
5215	85651	Sedimentation Rate	7.20	24 hrs	2 hrs
70297	87186	Sensitivity	15.00	24 - 48 hrs	
2188	84481	T3 by RIA	38.40	24 hrs	
		T3 Uptake, T4, FTI	0.00	24 hrs	
66045		Tegretol Serum	37.59		
00045	34007	Thyroid Profile	16.80	24 hrs	
22135		Tricyclic Serum (panel)	201.16		
4259	84443	TSH	34.50	24 hrs	
87052	81003	Urinalysis	6.00	24 hrs	2 hrs
66070	80164	Valproic Acid Serum	37.59		
43360	82607	Vitamin B-12	42.28		

**BUSINESS ASSOCIATE EXHIBIT**

Business Associate (BA) shall comply with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

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.

COUNTY and BA desire to facilitate the billing and/or transfer of protected health information (PHI), as defined in 45 CFR, Section 164.504, by electronically transmitting and receiving data in agreed formats and to assure that such transactions comply with relevant laws and regulations.

**1. Definitions**

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning defined in the HIPAA and HITECH Statutes and Regulations.

1.1 **"Breach"** shall mean the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.1.1 **Exceptions.** The term "Breach" does not include:

1.1.1.1 Any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or

1.1.1.2 Any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and

1.1.1.3 Any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.2 **"Business Associate"(BA)** shall mean CONTRACTOR as identified in this Agreement.

1.3 **"Covered Entity"** shall mean Stanislaus County, Behavioral Health and Recovery Services (COUNTY).

1.4 **"Individual"** shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.6 **"Protected Health Information" (PHI)** shall have the same meaning as the term "protected health information" in 45 CFR, Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, Subpart C.

1.8 **"Physical Safeguards"** are physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

1.9 **"Security or Security measures"** encompass all of the administrative, physical, and technical safeguards in an information system.

1.10 **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

## 2. Operations

2.1 **Document Standards.** Each party may transmit to, or receive from, the other party, either electronically or using other media, PHI and/or individually identifiable health information, as defined in 42 U.S.C., Section 1320d, as it pertains to the provision of services under this Agreement. All documents shall be transmitted in accordance with the standards set forth in the Behavioral Health and Recovery Services Privacy Policy.

2.2 **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive documents.

## 3. Electronic Transmissions

Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until decrypted and accessible to the receiving party at such party's receipt counter as designated by regulation or policy.

## 4. Security Standards

4.1 BA shall ensure the implementation of safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits.

4.2 BA shall ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

4.3 BA is required to report to the covered entity any security incident of which it becomes aware.

4.4 BA shall make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary for purposes of determining the covered entity's compliance with the regulations.

4.5 Covered entity may terminate the contract if the covered entity determines that the BA has violated a material term of the contract.

## 5. Use and Disclosure of Protected Health Information

5.1 Except as otherwise provided in this Business Associate Exhibit, BA may use or disclose PHI to perform functions, activities or services for or on behalf of the COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

5.2 Except as otherwise limited in this Business Associate Exhibit, BA may use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Except as otherwise limited in this Business Associate Exhibit, BA may use PHI to provide data aggregation services related to the health care operation of COUNTY.

5.4 BA shall not use or further disclose PHI other than as permitted or required by this Business Associate Exhibit, or by law.

## 6. Breach Reporting

6.1 During the term of the agreement, BA shall notify COUNTY, in writing, within twenty (20) business days of the discovery of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which the BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws and regulations. A breach shall be treated as discovered by the BA as of the first day on which such breach or suspected breach is known to the BA (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the BA) or should reasonably have been known to the BA to have occurred. BA shall take (a) prompt corrective action to cure any Breach, (b) investigate or fully participate in an investigation of the suspected or actual breach of security, (c) assist the COUNTY in compliance with the Notification in The Case Of Breach requirements of Section 13402 of the HITECH Act, and (d) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Notification of Breach shall be made to:

**BHRS Privacy Officer  
Behavioral Health and Recovery Services  
800 Scenic Drive  
Modesto, CA 95350  
(209) 525-6225**

6.2 Reports of suspected and actual breaches to COUNTY shall include the following, at a minimum:

- a. Identify each individual whose unsecured protected health information has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosed during the breach.
- b. Identify the nature of the Breach.
- c. Identify the date of the Breach.
- d. Identify the date of discovery of the Breach.
- e. Identify which elements of PHI were breached or were part of the Breach.
- f. Identify who was responsible for the Breach and who received the PHI.
- g. Identify what corrective actions the BA took or will take to prevent further incidents of Breach.
- h. Identify what BA did or will do to mitigate any adverse affects of the Breach.
- i. Identify BA contact individual and information for COUNTY to obtain additional information, if required.
- j. Provide copies of any Individual Notice, Media Notice, Notice to Secretary, or Posting on HHS Public Website that BA may have made pursuant to the HITECH Act.
- k. Provide such other information as COUNTY may reasonably request regarding the Breach.

## 7. Agents and Subcontractors of BA

BA shall ensure that any agent, including subcontractor, to which the BA provides PHI received from, or created or received by BA on behalf of the COUNTY, shall comply with the same restrictions and conditions that apply through this Business Associate Exhibit to the BA with respect to such information.

## 8. Access to PHI

8.1 BA shall provide access, within seven (7) days of such a request, to the COUNTY or, as directed by the COUNTY, to PHI in a designated record set to an individual in order to meet the requirements of Title 45, CFR, Section 164.524.

8.2 BA shall, within seven (7) days of such a request, provide individual patient or their legal representative with access to PHI contained in BA's records, pursuant to 45 CFR, Section 164.504 (e)(2)(F).

## 9. Amendment(s) to PHI

BA shall make any amendment(s) to PHI in a designated record set that the COUNTY directs or at the request of the COUNTY or an individual within seven (7) days of such request in accordance with Title 45, CFR, Section 164.526.

## 10. Records Available

BA shall make its internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY, available to the COUNTY or to the

Secretary of HHS for purposes of the Secretary determining compliance with the Privacy Rule, in a time and manner designed by the COUNTY or the Secretary of HHS.

**11. Retention, Transfer and Destruction of Information**

11.1 Upon termination of this Agreement for any reason, BA shall retain all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY in a manner that complies with the Privacy Rule. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

11.2 Prior to termination of this Agreement, the BA may be required by the COUNTY to provide copies of PHI to the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

11.3 When the retention requirements on termination of the Agreement have been met, BA shall destroy all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA. BA, its agents or subcontractors shall retain no copies of the PHI.

11.4 In the event that BA determines that returning or destroying the PHI is not feasible, BA shall provide the COUNTY notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, BA shall extend the protections of this Business Associate Exhibit to such PHI and limit further use and disclosures of such PHI for so long as BA, or any of its agents or subcontractors, maintains such PHI.

**12. Force Majeure**

No party shall be liable for any failure to perform its obligations in connection with any transaction or any document where such failure results from any act of nature or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) that prevent such party from transmitting or receiving any documents.

**13. Limitation of Damages**

Other than specified in elsewhere, neither party shall be liable to the other for any special, incidental, exemplary, or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

**14. Continuing Privacy and Security Obligation**

BA's obligation to protect the privacy and security of the PHI, including all copies and any data derived this Agreement that may be individually identifiable, shall be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

**15. Attorney-Client Privilege**

Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by BA or COUNTY by virtue of this Subparagraph.

**16. Interpretation**

Any ambiguity in this Business Associate Exhibit shall be resolved to permit the COUNTY to comply with the Privacy Rule and Security Standards.

**MENTAL HEALTH  
ADMINISTRATIVE SERVICES ORGANIZATION AGREEMENT  
BETWEEN  
VALUEOPTIONS®, INC.  
AND  
COUNTY OF STANISLAUS**

This Agreement is by and between VALUEOPTIONS®, INC., a Virginia corporation located at 240 Corporate Blvd., Norfolk, VA 23502 ("VALUEOPTIONS®" or "ASO") on the one hand, and the County of Stanislaus ("COUNTY") on the other hand for administrative services related to the California Counties Medi-Cal Out-of-County Care Program (see below).

**PREAMBLE**

COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that COUNTY's contracting partners share the COUNTY's and community's commitment to provide health and human services that support achievement of COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of customer service and satisfaction standards. COUNTY's vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

**WITNESSETH**

WHEREAS, COUNTY manages a State-authorized Mental Health Plan for the provision of Specialty Mental Health Services for Medi-Cal beneficiaries;

WHEREAS, one component of care provided by County includes Specialty Mental Health services for Medi-Cal beneficiaries who are minors, up to age 19 (21 upon request of county) and who reside out-of-home and/or out of their county of residence ("California Counties Medi-Cal Out-of-County Care Program", "California Counties" or "the Program");

WHEREAS, VALUEOPTIONS® has established panels of health care providers who are qualified and appropriately licensed to provide Mental Health Services and other administrative services as an Administrative Services Organization ("ASO"); and

WHEREAS, County desires to engage VALUEOPTIONS® as an Administrative Services Organization for management of a network of providers and provision of administrative services for that component of care provided by the County which includes Specialty Mental Health services for Medi-Cal beneficiaries who are minors and who reside out-of-home and out of their county of residence;

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed as follows:

## I. DEFINITIONS

- 1.1 **"Covered Diagnoses"** means those mental health diagnostic codes that are covered for benefits by the Program as described at Exhibit H.
- 1.2 **"Covered Services"** means Specialty Mental Health Services that are covered for benefits by the Program as described in the Fee Schedules at Exhibit E.
- 1.3 **"Eligible Beneficiary"** means a minor who is an eligible Medi-Cal beneficiary and who resides out-of-home and/or outside their county of residence or such other eligible Medi-Cal beneficiary as may be included on a case-by-case basis approved by the COUNTY.
- 1.4 **"Specialty Mental Health Services"** means outpatient psychiatric and other outpatient mental health services for the treatment of mental health conditions to include the specific services described in the Fee Schedules at Exhibit E.
- 1.5 **"Preferred Provider"** means a Provider who has: (i) met VALUEOPTIONS® credentialing and recredentialing standards; (ii) contracted as an independent contractor with VALUEOPTIONS®; (iii) agreed to accept the rate or fee agreed to with VALUEOPTIONS® as payment in full for Covered Services provided to Eligible Beneficiaries; and (iv) agreed to cooperate with VALUEOPTIONS® regarding procedures incident to VALUEOPTIONS®' administration of the Program.

## II. RESPONSIBILITIES OF VALUEOPTIONS®

- 2.1 **Scope of Services.** VALUEOPTIONS® shall provide to COUNTY the services required of the administrative service organization of the Program in accordance with the attached Exhibit A "Scope of Services" which is attached hereto and incorporated herein by reference. The parties acknowledge that VALUEOPTIONS® will not provide treatment to Eligible Beneficiaries, and that the final responsibility for all decisions concerning the provision of treatment will rest with the treating Provider and the Eligible Beneficiary.
- 2.2 **Preferred Providers Network & Referrals for Specialty Mental Health Services.** VALUEOPTIONS® will establish, maintain and administer a network of Preferred Providers ("the Network") for the delivery of Specialty Mental Health Services. The Network of Preferred Providers shall be composed of Providers of reasonably sufficient diversity to meet the cultural, linguistic and specialty needs of Eligible Beneficiaries. Preferred Providers shall be contractually required to continually meet VALUEOPTIONS® credentialing standards including, but not limited to maintenance of licensure and applicable malpractice insurance, confirmation of status of provider as being eligible to provide services under federal programs, including Medicaid. A copy of the credentialing policies of VALUEOPTIONS® shall be provided to COUNTY upon request. VALUEOPTIONS® will contract with additional Preferred Providers as necessary to accommodate all Eligible Beneficiaries for whom services are required under this Agreement. This panel of Preferred Providers will be maintained throughout the term of this Agreement. Where VALUEOPTIONS® does not



have a Preferred Provider available, it will refer an Eligible Beneficiary to an appropriate Provider with whom appropriate arrangements shall be made for provision of all necessary Specialty Mental Health Services required by the Eligible Beneficiary. Such arrangements by VALUEOPTIONS® shall include a single case agreement and verification of provider's licensure and eligibility to participate as a provider in federal health programs, including, but not limited to, Medicaid.

VALUEOPTIONS® shall maintain a Provider Handbook containing sections which detail policies and procedures for Preferred Providers and the delivery of Specialty Mental Health Services to Eligible Beneficiaries. This handbook shall include, but not be limited to, the following subject areas: Authorizations for Services, Claims Processing & Payment, Covered Services, Documentation Standards, Complaints & Grievances, Compliance with Quality Standards, and Psychological Testing.

- 2.3 **Psychological Testing Services.** VALUEOPTIONS®, acting through its specialty clinical staff, including peer advisors, shall provide its clinical review services for Eligible Beneficiaries for whom psychological testing is requested. Any such request shall require completion of the Psychological Testing Request Form in Exhibit B which is attached hereto and incorporated herein by reference. VALUEOPTIONS® shall review all requests for psychological testing and coordinate referral for such services to a qualified Participating Provider.
- 2.4 **Claims.** VALUEOPTIONS® shall provide the claims processing services set forth below in Article III of this Agreement.
- 2.5 **Toll-Free Telephone Number.** VALUEOPTIONS® will maintain and make available to COUNTY, Eligible Beneficiaries and Providers a toll-free number seven days per week, twenty-four hours per day for the purposes of making requests for referrals, making requests for psychological testing and other inquiries, complaints or grievances. Calls for referrals will require VALUEOPTIONS® to verify the Beneficiary's eligibility status through the Medi-Cal website. VALUEOPTIONS® shall bear no responsibility for erroneous or inaccurate information regarding eligibility obtained from Medi-Cal.
- 2.6 **Grievances.** VALUEOPTIONS® will maintain a system by which Eligible Beneficiaries and Providers may file a complaint or grievance with VALUEOPTIONS® related to any issue arising out of VALUEOPTIONS® role as ASO under this Agreement including, but not limited to, grievances regarding Preferred Providers. This system shall comport with the Grievance Process document in Exhibit C which is attached hereto and incorporated herein by reference, and based on the California Code of Regulations, subsections 1850.205-210.
- 2.7 **Reports.** VALUEOPTIONS® will make semi-annual Trend Reports available to COUNTY regarding the utilization and claims processing activities of VALUEOPTIONS® for the COUNTY in the form set forth in Exhibit D, which is attached hereto and incorporated herein by reference. Within sixty (60) days after the end of each semi-annual reporting period, VALUEOPTIONS® will make available an annual report to COUNTY that provides

composite data for the preceding year regarding the utilization and claims processing activities of VALUEOPTIONS® on behalf of the COUNTY.

All reports shall be accessed by COUNTY through a secure website, established and maintained by VALUEOPTIONS® solely for use of the Program and the counties participating in the Program with VALUEOPTIONS® as ASO.

- 2.8 **Compliance with Laws.** VALUEOPTIONS® shall comply with all applicable federal, state, and local laws applicable to the services provided under this Agreement.

### **III. CLAIMS PAYMENT; RESPONSIBILITIES OF VALUEOPTIONS®**

- 3.1 **Claims Payment Services.** VALUEOPTIONS® will provide the following claims payment services:

- (a) Receive and process claims with respect to Eligible Beneficiaries and determine the amount due and payable.
- (b) Prepare checks drawn on a designated checking account in payment of valid claims to Preferred Provider or to such other person or assignee entitled thereto.
- (c) Provide COUNTY with a fund account statement itemizing the checks prepared in accordance with subsection (b) and with any additional assistance required by COUNTY to reconcile claims funding statements.
- (d) Mail checks prepared in accordance with subsection (b) to the appropriate payee upon receipt from COUNTY of sufficient funds.
- (e) Maintain current and complete records and files of claim payments for each Eligible Beneficiary.
- (f) Investigate and process any written requests or inquiries received for a review of denied claims and, where applicable, forward the information to COUNTY for review and decision on whether to pay or deny the claim.
- (g) Maintain as confidential all claims, reports and other information and material furnished, obtained or developed in regard to its services under this Agreement.
- (h) Furnish Form 1099 statements to health care providers and prepare reports regarding such statements as required by the regulations of the Internal Revenue Service.
- (i) Investigate any evidence of erroneous billing by providers and conduct any applicable recoveries in accordance with Medicaid guidelines. Provide to County a complete account of monies recovered to include available information pertaining to Beneficiaries and Practitioners.

- 3.2 **Errors in Claims Payment.** If any claim payment made by VALUEOPTIONS® is not for the correct amount, VALUEOPTIONS® will adjust any underpayment and attempt to recover any overpayment (other than through litigation). Except where the mistake or other action was the direct consequence of a lack of ordinary care or reasonable diligence on the part of VALUEOPTIONS® or any of its directors, officers, or employees, VALUEOPTIONS® and/or its directors, officers and employees will have no liability to COUNTY. The COUNTY, as payor, shall bear ultimate risk of loss for claims paid for Specialty Mental Health Services.
- 3.3 **Lack of Claims Funding Due to Eligibility.** VALUEOPTIONS® shall not be responsible for any error or inaccuracy in eligibility information obtained through Medi-Cal. COUNTY shall not deny funding of claims payment or attempt to recover overpayments based on errors or inaccuracies in eligibility information from Medi-Cal. COUNTY bears ultimate responsibility as the payor for Specialty Mental Health Services.
- 3.4 **Benefit Payments.** Benefit payments for Specialty Mental Health Services furnished by Preferred Providers shall be calculated on the basis of the rates charged by a Preferred Provider in accordance with its agreement with VALUEOPTIONS®. Schedules of these rates are included in Exhibit E, which is attached hereto and incorporated herein by reference. In all other respects, benefit payments shall be calculated in accordance with and governed by the relevant Services provided, with COUNTY having final claim determination authority. COUNTY bears ultimate responsibility as the payor for Specialty Mental Health Services.
- 3.5 **A. Transfer of Funds.** Upon receipt of the fund account statement from VALUEOPTIONS®, in accordance with section 3.1(c), COUNTY shall wire transfer sufficient funds or provide a check payable with sufficient funds to the designated checking account to pay the checks included in such fund account statement within fifteen (15) business days. Such funding requests shall be made by VALUEOPTIONS® to COUNTY twice a month. It is COUNTY's responsibility to transfer funds to the designated checking account in an amount adequate to cover all checks validly issued by VALUEOPTIONS® according to this Agreement. VALUEOPTIONS® will not mail the checks prepared in accordance with section 3.1(b) unless and until COUNTY transfers sufficient funds with which to pay such checks. COUNTY bears ultimate responsibility for payment of claims as the payor, VALUEOPTIONS® shall not be liable for claims payment as a payor.

A Late Funding situation shall be deemed to have occurred when COUNTY does not provide sufficient funds to cover all checks for three successive claims funding cycles (six calendar weeks, thirty [30] business days). In the event of a Late Funding situation, practitioners whose claims reimbursements are being withheld will, upon inquiry, be informed of the Late Funding situation and the responsible county.

**B. Pre-Payment of Funds.** In lieu of Section 3.5 A above, COUNTY may elect to make a pre-payment of funds. If COUNTY elects to prepay, COUNTY shall make available sufficient funds in a designated bank. VALUEOPTIONS® shall initiate a funds transfer via

the Automated Clearing House (ACH) system, debiting the designated COUNTY bank account and crediting VALUEOPTIONS®' bank account designated for the purpose of such claims payments. It shall be VALUEOPTIONS®' responsibility to initiate the funds transfer. It shall be COUNTY's responsibility to adequately fund the bank account designated for this ACH debit and to permit VALUEOPTIONS® to initiate such ACH debit transfers.

**C. Pre-Payment of Funds.** In lieu of Section 3.5 A and B above, COUNTY may elect to make a pre-payment of funds. If COUNTY elects to prepay, COUNTY shall forward a warrant/check to VALUEOPTIONS® on a semi-annual basis. VALUEOPTIONS® shall deposit the funds in a bank account designated for purposes of payment of claims to providers of service. It shall be COUNTY's responsibility to reconcile the account balance to the fund account statement with the advance. It shall be the COUNTY's responsibility to ensure that there are adequate funds to pay providers.

#### IV. RESPONSIBILITIES OF COUNTY

- 4.1 **Grant of Authority to VALUEOPTIONS®.** COUNTY hereby appoints VALUEOPTIONS® as its agent for the sole and limited purpose of entering into agreements with Preferred Providers with regard to payment for Covered Services to Eligible Beneficiaries in accordance with the program set forth in this Agreement. COUNTY's responsibility shall extend only to an obligation for payment and COUNTY shall not be responsible for any action taken by VALUEOPTIONS® in the selection of Providers, the administration (including termination) of such agreements or any other dealings with the Provider. Nothing contained in such agreements shall expand or increase COUNTY's obligation beyond that set forth in this Agreement or obligate COUNTY to make payment for any services that are not Covered Services.
- 4.2 **Delay in Furnishing Information.** VALUEOPTIONS® will not be responsible for delay in the performance or nonperformance of services caused by or contributed to in whole or in part by the failure of COUNTY to furnish any required information promptly.

#### V. COMPENSATION

- 5.1 **Compensation.**
- (a) Commencing July 1, 2010, within 15 calendar days of receipt of invoice, COUNTY shall pay to VALUEOPTIONS® a sum equal to \$45.83 per unique Eligible Beneficiary for each month in which a claim for covered services is received by VALUEOPTIONS® as compensation for providing the ASO services described herein.

Notwithstanding the foregoing, if the underwriting assumptions change then VALUEOPTIONS®' fees shall be subject to good faith renegotiation at the request

of either party. A party may make a request for renegotiation on the basis of such change in the underwriting assumptions, only once per year.

- (b) The compensation described in Section 5.1(a) shall not exceed the Contract Maximum that is listed in Exhibit G, which is incorporated by reference as if set forth fully herein. In the event COUNTY exceeds the Contract Maximum, VALUEOPTIONS® shall be under no obligation to perform any further services to COUNTY. VALUEOPTIONS® shall provide written notification to COUNTY when expenditures under this Agreement total seventy-five percent (75%) of the Contract Maximum.
- (c) If COUNTY elects to prepay, COUNTY shall make an estimated prepayment, based on prior six months experience, of six months' compensation described in Section 5.1(a) on or before August 1, 2010. COUNTY shall make a second estimated prepayment of six months' compensation on or before February 1, 2011 and semi-annually thereafter.

## VI. INDEMNIFICATION AND INSURANCE

### 6.1 Indemnification.

- (a) In the event that COUNTY, its officers, directors, employees or agents are made parties to any judicial or administrative proceeding arising in whole or in part out of the negligent performance by VALUEOPTIONS® of any of its obligations under this Agreement, then VALUEOPTIONS® shall indemnify and hold COUNTY harmless for any and all judgments, settlements, and costs (including reasonable attorneys' fees) which COUNTY incurs or pays in connection therewith except that VALUEOPTIONS® shall not be required to reimburse for such amounts to the extent that the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees with respect thereto) was caused by the gross negligence, fraud or criminal conduct of COUNTY, its agents, employees, officers or directors. This provision is not intended to obligate VALUEOPTIONS® to compensate COUNTY for claims for Covered Services or attorneys' fees that COUNTY may pay as a result of judicial or administrative proceedings contesting a denial of benefits based on VALUEOPTIONS® good faith recommendation that payment be denied because services were not Medically Necessary.
- (b) In the event that VALUEOPTIONS®, its officers, directors, employees or agents are made parties to any judicial or administrative proceeding arising in whole or in part out of the negligent performance by COUNTY of any of its obligations under this Agreement, then COUNTY, shall indemnify and hold VALUEOPTIONS® harmless for any and all judgments, settlements and costs (including reasonable attorneys' fees) which VALUEOPTIONS® incurs or pays in connection therewith except that COUNTY shall not be required to reimburse for such amounts to the extent that the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees with respect thereto)

was caused by the gross negligence, fraud or criminal conduct of VALUEOPTIONS®, its agents, employees, officers or directors.

- (c) The indemnifications provided for by this Section shall survive the termination of this Agreement.
- 6.2 **Notice.** VALUEOPTIONS® and COUNTY will promptly notify one another of any complaint or litigation of which each becomes aware in connection with any transaction covered by this Agreement. Within forty-eight (48) hours of receipt, each will forward to the other any notice of litigation or document referencing litigation or any complaint letter from any state insurance department or other governmental body.
- 6.3 **Defense of Litigation.** Except as provided in this Section VI, each party shall be responsible at its own expense for defending itself in any litigation brought against it, whether or not the other party hereto is also a defendant, arising out of any aspect of activities engaged in connection with this Agreement. Each party agrees to provide to the other party information in its possession, which is essential to the other party's defense in such litigation, to the extent allowed by law.
- 6.4 **Insurance.** VALUEOPTIONS® shall maintain professional liability insurance coverage to insure it against any claim for damages arising out of any acts or omissions in connection with VALUEOPTIONS® establishment or operation of the VALUEOPTIONS® services specified herein. Such coverage shall not be less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. VALUEOPTIONS® shall maintain Comprehensive General Liability Insurance, Directors', Trustees' and Officers' Liability Insurance Policy and Automobile Liability Insurance that shall provide a minimum of one million dollars (\$1,000,000) aggregate liability coverage for each policy year. VALUEOPTIONS® shall also maintain Workers' Compensation Insurance at limits as may be required under the California Labor Code. COUNTY shall be named as an additional insured on the Commercial General Liability insurance policy. ValueOptions® shall furnish COUNTY with evidence that foregoing insurance policies are in force and that the COUNTY is endorsed as an additional insured on the Commercial General Liability Insurance policy.

## VII. TERM; TERMINATION

- 7.1 **Term.** Unless terminated as provided herein, this Agreement shall be for a term of one (1) year beginning on July 1, 2010 and ending on June 30, 2011. At least sixty (60) days prior to the expiration of this Agreement, upon mutual written agreement, the parties may extend the term of this Agreement for additional one-year periods.. The parties agree to negotiate in good faith the compensation listed in Section 5.1 prior to the commencement of any additional one year period.
- 7.2 **Termination For Breach.** COUNTY shall have the right to immediately terminate this Agreement upon written notice to VALUEOPTIONS® in the event of a breach of the

Agreement by VALUEOPTIONS®, provided that COUNTY shall allow VALUEOPTIONS® thirty (30) days in which to cure such breach. VALUEOPTIONS® shall have the right to terminate this Agreement for cause at any time by giving the COUNTY thirty (30) days prior written notice of a breach hereunder, provided that VALUEOPTIONS® shall allow the COUNTY thirty (30) days in which to cure such breach. Should the COUNTY cure such breach to the reasonable satisfaction of VALUEOPTIONS® on or before the effective date of termination, then this Agreement shall remain in full force and effect.

- 7.3 **Termination Without Cause.** Either party shall have the right to terminate this Agreement without cause by giving the other party sixty (60) days prior written notice. VALUEOPTIONS® shall continue to make the Specialty Mental Health Services available to Eligible Beneficiaries during the sixty (60) day period following notice of termination without cause and COUNTY shall continue to pay VALUEOPTIONS® during such sixty (60) days in accordance with the compensation set forth herein.
- 7.4 **Following Termination.** Following termination of this Agreement, VALUEOPTIONS® will provide reasonable cooperation in the transition of its responsibilities to the entity selected by COUNTY to assume administration of the Specialty Mental Health Services. VALUEOPTIONS® shall accept no new Eligible Beneficiary referrals from COUNTY after the effective date of such termination.

## VIII. MISCELLANEOUS PROVISIONS

- 8.1 **Record Maintenance and Inspection.**
- (a) VALUEOPTIONS® shall prepare and maintain all appropriate records on Eligible Beneficiaries receiving Specialty Mental Health Services from Providers. The records shall be maintained in accordance with prudent record-keeping procedures and as required by law.
  - (b) VALUEOPTIONS® agrees to allow COUNTY reasonable review of any data and other records it maintains on Eligible Beneficiaries that relate to this Agreement. COUNTY shall have full access to records relating to billing, payment and assignment, and access to medical records to the limited extent necessary to enable COUNTY to audit VALUEOPTIONS® performance of its obligations under this Agreement. Such review shall be allowed upon reasonable notice during regular business hours and shall be subject to all applicable laws and regulations concerning the confidentiality of such data or records.
- 8.2 **Confidentiality of Clinical Records & HIPAA.** COUNTY and VALUEOPTIONS® agree to maintain the confidentiality of any clinical records of Eligible Beneficiaries as required by State and Federal law, and COUNTY's and VALUEOPTIONS®' confidentiality guidelines. In particular, VALUEOPTIONS® and COUNTY agree to abide by the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations. Pursuant to HIPAA, VALUEOPTIONS® and COUNTY hereby enter into a

Business Associate Agreement as set forth in the attached Exhibit F, which is incorporated by reference as if set forth fully herein.

- 8.3 **Right of Audit.** COUNTY shall have the right upon reasonable notice at all reasonable times to audit and examine the records of VALUEOPTIONS® which relate to this Agreement and the services provided hereunder insofar as such examination relates to, and is limited by, the transactions involving the services and compensation rendered under the terms of this Agreement. VALUEOPTIONS® further agrees to cooperate and assist COUNTY in performance of an audit of a Preferred Provider, such audits being contemplated by the terms of the Preferred Providers contract with VALUEOPTIONS®. Such audits may involve the reconciliation of eligibility, claims funding, compensation and fees as applicable. This right of audit may be exercised by the party, or by its duly authorized employee or agent or by an independent consultant designated by such party. The party requesting and conducting the audit shall bear all expenses of the audit which are not expenses incurred in the ordinary course of business.
- 8.4 **Operations of Parties.** All parties shall, throughout the term of this Agreement, use their best efforts to be in continuous compliance with all applicable laws and regulations.
- 8.5 **Proprietary Rights.**
- (a) COUNTY acknowledges that VALUEOPTIONS® and its subcontractor(s) and affiliate(s) have developed manuals, procedures, processes and information related to its services which are proprietary in nature and which constitute trade secrets of such party. COUNTY shall not use any such information or materials that may come into its possession other than as contemplated by this Agreement and in furtherance of its objectives.
  - (b) Neither party shall use the name, logos, trademarks or service marks of the other without the other's prior written consent, except that VALUEOPTIONS® and its subcontractor(s) or affiliate(s) may include COUNTY in its listing of clients and COUNTY may use VALUEOPTIONS® and VALUEOPTIONS®' subcontractor(s) or affiliate(s) in its Plan materials.
- 8.6 **Disputes.** Any controversies or claims between COUNTY and VALUEOPTIONS® arising out of or relating to this Agreement shall be submitted to non-binding mediation before a single mediator chosen by designated corporate officers of VALUEOPTIONS® and officials of the COUNTY. The parties shall bear their own costs of mediation. Nothing contained in this provision shall be construed to give any Eligible Beneficiary any rights to mediate any dispute with COUNTY or VALUEOPTIONS® regarding benefits payment or any other matter related to administration of the Program.
- 8.7 **Relationship of Parties.** The relationship of the parties under this Agreement shall be that of independent contractors. Neither shall have any claim under this Agreement or otherwise against the other party as a joint venturer or partner.



- 8.8 **Designated Representatives.** Each party shall designate in writing a representative who shall represent it in the day-to-day administration of this Agreement. Such designation may be changed by either party by written notice to the other party as provided for below.
- 8.9 **Entire Agreement.** This Agreement represents the entire Agreement between the parties and supersedes any and all previous written or oral agreements or understandings.
- 8.10 **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party (which will not be unreasonably withheld), except that no such written consent will be required in connection with a change of control, merger or reorganization of a party, or a sale of all, or substantially all, of such party's assets. The parties agree that during the term of this Agreement, VALUEOPTIONS® shall not subcontract any of its responsibilities under this Agreement. This section shall not be deemed to preclude VALUEOPTIONS®, or its affiliates, from contracting with Affiliated Providers. Any attempted assignment of this Agreement, other than as permitted above, will be null and void, and will establish cause for termination of this Agreement as set forth in Section 7 hereof. This Agreement shall be binding on any successor in interest of either party.
- 8.11 **Waiver.** Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- 8.12 **Notices.** Any notice required by this Agreement shall be given in writing to the liaison person designated by a party, sent by United States mail, return receipt requested, or by Federal Express, UPS, or other overnight mail service, with postage prepaid and addressed to each party at the addresses set forth on the signature page, or at any other address of which a party has given notice in accordance with this Section. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail or the date upon which such notice is personally delivered in writing to the following designated liaison person:
- for STANISLAUS COUNTY:                    Director, Stanislaus County Behavioral Health  
800 Scenic Drive  
Modesto, CA 95350
- for VALUEOPTIONS®:                         Steve Holsenbeck, M.D.  
ValueOptions®, Inc.  
7150 Campus Drive, Suite 300  
Colorado Springs, CO 80920
- 8.13 **Administrative Procedures.** The parties shall mutually agree upon administrative procedures necessary to implement this Agreement.
- 8.14 **Governing Law.** With respect to the contractual rights between VALUEOPTIONS® and COUNTY, this Agreement shall be governed by, and construed in accordance with, the laws of California, excluding any conflicts of law, rules or principles that might otherwise refer

the same to the law of another jurisdiction. This Agreement has been entered into and is to be performed in the County of Stanislaus. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Stanislaus.

8.15 **News Release.** Upon the execution of this Agreement by both parties, VALUEOPTIONS® may write and distribute to the media and the general public a news release ("News Release") announcing the Agreement between VALUEOPTIONS® and COUNTY. The News Release may be in any format. COUNTY shall have the opportunity to review and provide comments to VALUEOPTIONS® on the News Release prior to its distribution provided that VALUEOPTIONS® receives such comments with three (3) business days of providing the release to COUNTY. The COUNTY may appoint a spokesperson to provide a quote for the News Release. Unless otherwise agreed upon by VALUEOPTIONS® and COUNTY, VALUEOPTIONS® shall have final approval of the News Release content.

8.16 **Extraordinary Circumstances.** Neither party nor their subcontractor(s) or affiliate(s) hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against (collectively "Extraordinary Circumstances").

Notwithstanding anything to the contrary in this Agreement, in the event that an Extraordinary Circumstance occurs and VALUEOPTIONS® is required to perform its obligations under the conditions caused by the Extraordinary Circumstance or to perform services not originally contemplated under the Agreement, then VALUEOPTIONS® shall have the right to increase its compensation rate by an amount or percentage mutually agreed to by the parties in writing. Failure by the parties to mutually agree to an increased compensation rate within 30 days after initiation of renegotiation by VALUEOPTIONS®, as set forth herein, may result in termination of the Agreement at the election of either party.

8.17 **Nuclear Ordinance.** If applicable, the Nuclear Free Ordinance of COUNTY prohibits COUNTY from entering into any contracts with any contractor who is knowingly or intentionally engaged in the research, weapons systems, or nuclear weapon components, as defined in the ordinance. Any contracts or agreements resulting from this agreement will contain a provision requiring the Contractor to certify that it is not a Nuclear Weapons Contractor, as defined by the Nuclear Free County Ordinance.

8.18 **Compliance with child, family and spousal support reporting obligations.** VALUEOPTIONS®' failure to comply with state and federal child, family and spousal support reporting requirements regarding a VALUEOPTIONS®' employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement. VALUEOPTIONS®' failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

- 8.19 **Exclusion from participation in federally funded programs.** VALUEOPTIONS® warrants that neither it nor any of its employees is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that VALUEOPTIONS® will notify COUNTY within thirty days of any event that would require its or an employee's mandatory exclusion from participation in a federally funded health care program.
- 8.20 **Nondiscrimination and affirmative action.** VALUEOPTIONS® certifies and agrees that all persons employed by it, its affiliates, and subsidiaries are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, and that it is in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.21 **COUNTY Lobbyist Ordinance.** VALUEOPTIONS® shall fully comply with COUNTY's Lobbyist Ordinance. Failure on VALUEOPTIONS®' part to fully comply with such ordinance shall constitute a material breach of this Agreement, upon which COUNTY may, in its sole discretion, immediately terminate this Agreement.
- 8.22 **Debarment.** In the event COUNTY acquires information concerning the performance of VALUEOPTIONS® on this or other contracts which indicates that VALUEOPTIONS® is not trustworthy and has not demonstrated the fitness, capacity, and experience to satisfactorily perform its services under this Agreement, COUNTY may, in addition to other remedies provided in this Agreement, debar VALUEOPTIONS® from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and may terminate any or all existing contracts VALUEOPTIONS® may have with COUNTY.
- 8.23 **Termination for Improper Consideration.** COUNTY may immediately terminate this Agreement if it is found that consideration, in any form, was offered or given by VALUEOPTIONS®, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement, or securing favorable treatment with respect to the Agreement, or the making of any determinations with respect to VALUEOPTIONS®' performance pursuant to the Agreement.
- 8.24 **Hiring County Employees.** In the event VALUEOPTIONS® requires additional or replacement personnel servicing this Agreement after the effective date of this Agreement, during the term of this Agreement, VALUEOPTIONS® shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or are on a reemployment list.
- 8.25 **Recycled Paper.** In providing its services under this Agreement, VALUEOPTIONS® agrees to use recycled paper to the maximum extent possible.
- 8.26 **Quality Assurance Plan.** COUNTY or its agent will evaluate VALUEOPTIONS®' performance under this Agreement on not less than an annual basis. Such evaluation will

include assessing VALUEOPTIONS®' compliance with all contract terms and performance standards. Deficiencies which COUNTY determines to be severe or continuing and that place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and VALUEOPTIONS®. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement.

- 8.27 **Conflict of Interest.** No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by VALUEOPTIONS® or have any direct or indirect financial interest in this Agreement. No officer or employee of VALUEOPTIONS® who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

VALUEOPTIONS® shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. VALUEOPTIONS® warrants that it is not now aware of any facts which create a conflict of interest. If VALUEOPTIONS® hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

- 8.28 **Jury Service.** VALUEOPTIONS® shall have and adhere to a policy that provides that its employees servicing this Agreement shall receive from VALUEOPTIONS®, on an annual basis, no less than five days of regular pay for actual jury service.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date set forth herein above.

COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH &  
RECOVERY SERVICES

VALUEOPTIONS®, INC.

for  
By: *Denise C. Hunt*  
Denise C. Hunt, RN, MFT  
Title: Behavioral Health Director

By: *Steve Halseber*  
Title: Service Center Vice President

Date: *6/10/10*

**APPROVED AS TO FORM:**

John P. Doering, County Council

By: *Vicki Fern de Castro*  
Vicki Fern de Castro,  
Deputy County Counsel

**EXHIBIT A**

**California Counties/The ASO Scope of Services**

**ASO Program Benefit Administration:**

- ASO will administer (routine) outpatient specialty mental health services for full scope out-of-county youth, ages 0 through 19, in California.
- Customer service 800 phone number
- 24 hours a day/365 days a year service
- Dedicated Full-Time Account Manager
- Designated IT and Eligibility Analysts
- Peer Advisor/Psychologist for Psychological Testing Pre-authorization
- Customized ValueOptions®West Website (standard format across all counties)
- Semi-Annual and Annual Reporting (standard format across all counties)
- ASO Provider Network (credentialing/recredentialing)
- Bi-monthly provider claims processing and payment, if COUNTY funding is available
- Telephone abandonment rate of less than 3%
- Telephone average speed of answer of 20 seconds or less
- Routine appointments within 7 calendar days
- Coordination of financial recoveries with affected COUNTIES

**Quality Review and Management Program (standard across all counties):**

- Conduct routine audits of practitioner treatment records, including required medical necessity documentation
- Initiate corrective actions with practitioners as necessary
- Notify County of practitioners being recommended for removal from VALUEOPTIONS®' network

**Operational Functions:**

- Claims payment information, and problem resolution
- Routine outpatient mental health authorizations
- Authorization Status
- Ongoing procedural education

**Provider Network:**

- Maintain a network of providers that meets the cultural, linguistic and specialty needs of the population.
- Assist COUNTY in obtaining medical records from providers.

**Claims:**

- Claims will be processed and paid from the ASO to the providers. COUNTY will provide the ASO with funds for twice-monthly check runs.
- The ASO will provide COUNTY with standard invoices on a twice monthly basis, documenting the request for claims funding accompanied by a Paid Claims Report.
- The ASO will conduct recoveries in accordance with Medicaid guidelines and will provide COUNTY with required documentation for all recoveries.
- Timely filing period for provider claims shall be sixty (60) days. Timely appeal period for provider claims shall be thirty (30) days.

**Authorizations:**

- Authorization time span for professional therapy services will be 13 units over 3-month period.
- Authorizations time span for pharmacological management will be 7 units over 6-month period.

**Internet Usage:**

- ASO recognizes the need for the careful handling of member information, particularly as it relates to behavioral health treatment. ASO employs a secure Internet based solution for the transmission of data between ASO and COUNTY. ASO will insure adequate Internet security

including encryption, authentication and a management scheme that incorporates password/key management systems.

EXHIBIT B



3.704.1 Psychological/Neuropsychological Evaluation Request Form/PER

A.

_____ Patient Name	_____ Date of Birth
_____ Employee's Subscriber's Name	_____ Employer or insurance Plan
_____ Employee SSN	_____ Patient's Relationship to Employee Subscriber

B.

_____ Name of Psychologist <input type="checkbox"/> Network <input type="checkbox"/> Non-Network	_____ Degree/State License and Number
_____ Address	Are you independently licensed? Yes <input type="checkbox"/> No <input type="checkbox"/>
_____ City, State Zip	_____ Telephone Number
	_____ Tax I.D. Number

C. (i.) Who initiated referral? (If MD, what is MD's specialty?) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(ii.) Current Symptoms and duration of symptoms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(iii.) What are the referral questions and why is testing being requested at this time?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D Current possible DSM-IV diagnosis under evaluation:  
Axis I: \_\_\_\_\_  
Axis II: \_\_\_\_\_ ICD 9 if applicable \_\_\_\_\_  
Axis III: \_\_\_\_\_ Axis IV: \_\_\_\_\_  
Axis V: (current/highest in 12 months): \_\_\_\_\_



E. History of patient (*Summary of psychosocial and medical information (with examination dates) and past treatment; include any past psychological testing, date and results, medical, psychiatric and neurological exam*):

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F. Describe how proposed testing will enhance treatment and impact future psychological treatment:

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G. Are there other than psychological explanations of current behaviors/symptoms? (i.e. thyroid dysfunction, closed head injury, medications, poisoning, etc) Yes/No Explain: \_\_\_\_\_

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H. List test(s) planned and time required. (*Note: time required for each test should include administration, scoring and interpretation and brief write-up. ValueOptions does not reimburse for lengthy reports; see Provider Manual for "Sample Psychological Testing Evaluation Form"*)

<u>Specific Test(s) Planned</u>	<u>Hours required</u>
Total Time Required:	

Note: See ValueOptions Provider Manual for complete testing guidelines/criteria. Following are two guidelines that have frequent relevance:

1. Testing that is primarily for educational purposes is not a covered benefit. (This disqualifier may be subject to account specific arrangements.)
2. Extended testing for ADHD is not authorized prior to a thorough evaluation with rating scales. (Providers should usually first seek approval for a 90801 and a 90806 for rating scale review and feedback before requesting further ADHD testing. Provide clear explanation in Section C above why initial evaluation was insufficient to answer the ADHD referral questions.)

\_\_\_\_\_  
Signature of Psychologist

\_\_\_\_\_  
Date

## EXHIBIT C

### GRIEVANCE PROCESS

*ValueOptions*® offers a grievance resolution process, in accordance with the requirements of the California Code of Regulations, subsections 1850.205-210. The grievance process is outlined below:

- 1) All grievances will be communicated in writing or telephonically to a *ValueOptions*® representative by calling *ValueOptions*® at **800-236-0756**.
- 2) An acknowledgement letter will be sent to the grievant, or the grievant's representative acknowledging the written/telephonic grievance within five (5) calendar days of *ValueOptions*® receiving it. *ValueOptions*® makes every effort to provide a resolution of the grievance in a timely manner. The grievance resolution will occur no later than 60 calendar days following receipt of the grievance.
- 3) Once a determination regarding the written/telephonic grievance has been made, a resolution letter is sent to the grievant or grievant's representative. If the grievant is dissatisfied with the resolution of the grievance, a grievance review process will be offered. The resolution letter will include the necessary information for initiating the grievance review. A grievance review must be requested within 30 calendar days of the date of *ValueOptions*® notice of grievance determination.
- 4) The grievance review will occur within 30 calendar days of receipt of the request for grievance resolution review. The review determination will be completed by someone other than the individual involved in the initial grievance resolution.

**EXHIBIT D**

**Trend Report**

**EXHIBIT E**

**Fee schedule, Tier 1 counties: Santa Clara, Santa Cruz, San Mateo, San Francisco, Alameda, Solano, San Joaquin, Sacramento, San Luis Obispo, San Benito, Alpine, Riverside, Placer, and San Diego.**

<b>CPT code</b>	<b>Description</b>	<b>Psychiatrist MD</b>	<b>Child Psychiatrist MD</b>	<b>Psychologist PhD</b>	<b>Masters Level</b>
90801	Initial Diagnostic Evaluation (up to 90 min)	\$148.00	\$185.00	\$75.00	\$75.00
90804	Individual psychotherapy (up to 30 minutes)			\$31.00	\$31.00
90805	Individual psychotherapy with medical eval and management services (up to 30 minutes)	\$65.00	\$75.00		
90806	Individual psychotherapy (up to 60 minutes)			\$65.00	\$65.00
90807	Individual psychotherapy with medical eval and management services (up to 60 minutes)	\$65.00	\$75.00		
90847	Family Therapy/Collateral (up to 90 minutes)			\$65.00	\$65.00
90853	Group Therapy (other than of a multiple-family group (up to 90 minutes)			\$30.00	\$30.00
90862	Medication check/ Evaluation (up to 30 minutes)	\$65.00	\$75.00		
96101	Psychological Testing per 60 minutes			\$65.00	
H2015	Comprehensive Community Support Service (up to 15 minutes; Max 4 units per day)	\$16.25	\$18.75	\$16.25	\$16.25

**Fee schedule Tier 2 (all other counties):**

<b>CPT code</b>	<b>Description</b>	<b>Psychiatrist MD</b>	<b>Child Psychiatrist MD</b>	<b>Psychologist PhD</b>	<b>Masters Level</b>
90801	Initial Diagnostic Evaluation (up to 90 min)	\$116.00	\$145.00	\$65.00	\$65.00
90804	Individual psychotherapy (up to 30 minutes)			\$26.00	\$26.00
90805	Individual psychotherapy with medical eval and management services (up to 30 minutes)	\$55.00	\$65.00		
90806	Individual psychotherapy (up to 60 minutes)			\$55.00	\$55.00
90807	Individual psychotherapy with medical eval and management services (up to 60 minutes)	\$55.00	\$65.00		
90847	Family Therapy/Collateral (up to 90 minutes)			\$55.00	\$55.00
90853	Group Therapy (other than of a multiple-family group (up to 90 minutes)			\$20.00	\$20.00
90862	Medication check/ Evaluation (up to 30 minutes)	\$55.00	\$65.00		
96101	Psychological Testing per 60 minutes			\$55.00	
H2015	Comprehensive Community Support Service (up to 15 minutes; Max 4 units per day)	\$13.75	\$16.25	\$13.75	\$13.75

## EXHIBIT F

### HIPAA BUSINESS ASSOCIATE EXHIBIT

Business Associate (BA) shall comply with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".

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.

COUNTY and BA desire to facilitate the billing and/or transfer of protected health information (PHI), as defined in 45 CFR, Section 164.504, by electronically transmitting and receiving data in agreed formats and to assure that such transactions comply with relevant laws and regulations.

#### 1. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning defined in the HIPAA and HITECH Statues and Regulations.

1.1 **"Breach"** shall mean the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.1.1 **Exceptions.** The term "Breach" does not include:

1.1.1.1 Any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered

entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or

1.1.1.2 Any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and

1.1.1.3 Any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

1.2 **“Business Associate”(BA)** shall mean VALUEOPTIONS as identified in this Agreement.

1.3 **“Covered Entity”** shall mean Stanislaus County, Behavioral Health and Recovery Services (COUNTY).

1.4 **“Individual”** shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 **“Privacy Rule”** shall mean the Standards for Privacy of individually identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.6 **“Protected Health Information” (PHI)** shall have the same meaning as the term “protected health information” in 45 CFR, Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, Subpart C.

1.8 **“Physical Safeguards”** are physical measures, policies, and procedures to protect a covered entity’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

1.9 **“Security or Security measures”** encompass all of the administrative, physical, and technical safeguards in an information system.

1.10 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

## **2. Operations**

2.1 **Document Standards.** Each party may transmit to, or receive from, the other party, either electronically or using other media, PHI and/or individually identifiable health information, as defined in 42 U.S.C., Section 1320d, as it pertains to the provision of services under this Agreement. All documents shall be transmitted in accordance with the standards set forth in the Behavioral Health and Recovery Services Privacy Policy.

2.2 **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive documents.

## **3. Electronic Transmissions**

Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until decrypted and accessible to the receiving party at such party's receipt counter as designated by regulation or policy.

## **4. Security Standards**

4.1 BA shall ensure the implementation of safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits.

4.2 BA shall ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

4.3 BA is required to report to the covered entity any security incident of which it becomes aware.



4.4 BA shall make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary for purposes of determining the covered entity's compliance with the regulations.

4.5 Covered entity may terminate the contract if the covered entity determines that the BA has violated a material term of the contract.

## **5. Use and Disclosure of Protected Health Information**

5.1 Except as otherwise provided in this Business Associate Exhibit, BA may use or disclose PHI to perform functions, activities or services for or on behalf of the COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY.

5.2 Except as otherwise limited in this Business Associate Exhibit, BA may use and disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Except as otherwise limited in this Business Associate Exhibit, BA may use PHI to provide data aggregation services related to the health care operation of COUNTY.

5.4 BA shall not use or further disclose PHI other than as permitted or required by this Business Associate Exhibit, or by law.

## **6. Breach Reporting**

6.1 During the term of the agreement, BA shall notify COUNTY, in writing, within five (5) business days of the discovery of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which the BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws and regulations. A breach shall be treated as discovered

by the BA as of the first day on which such breach or suspected breach is known to the BA (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the BA) or should reasonably have been known to the BA to have occurred. BA shall take (a) prompt corrective action to cure any Breach, (b) investigate or fully participate in an investigation of the suspected or actual breach of security, (c) assist the COUNTY in compliance with the Notification in The Case Of Breach requirements of Section 13402 of the HITECH Act, and (d) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Notification of Breach shall be made to:

**BHRS Privacy Officer**  
**Behavioral Health and Recovery Services**  
**800 Scenic Drive**  
**Modesto, CA 95350**  
**(209) 525-6225**

6.2 Reports of suspected and actual breaches to COUNTY shall include the following, at a minimum:

- a. Identify each individual whose unsecured protected health information has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosed during the breach.
- b. Identify the nature of the Breach.
- c. Identify the date of the Breach.
- d. Identify the date of discovery of the Breach.
- e. Identify which elements of PHI were breached or were part of the Breach.
- f. Identify who was responsible for the Breach and who received the PHI.
- g. Identify what corrective actions the BA took or will take to prevent further incidents of Breach.
- h. Identify what BA did or will do to mitigate any adverse affects of the Breach.
- i. Identify BA contact individual and information for COUNTY to obtain additional information, if required.
- j. Provide copies of any Individual Notice, Media Notice, Notice to Secretary, or Posting on HHS Public Website that BA may have made pursuant to the HITECH Act.

k. Provide such other information as COUNTY may reasonably request regarding the Breach.

**7. Agents and Subcontractors of BA**

BA shall ensure that any agent, including subcontractor, to which the BA provides PHI received from, or created or received by BA on behalf of the COUNTY, shall comply with the same restrictions and conditions that apply through this Business Associate Exhibit to the BA with respect to such information.

**8. Access to PHI**

8.1 BA shall provide access, within seven (7) days of such a request, to the COUNTY or, as directed by the COUNTY, to PHI in a designated record set to an individual in order to meet the requirements of Title 45, CFR, Section 164.524.

8.2 BA shall, within seven (7) days of such a request, provide individual patient or their legal representative with access to PHI contained in BA's records, pursuant to 45 CFR, Section 164.504 (e)(2)(F).

**9. Amendment(s) to PHI**

BA shall make any amendment(s) to PHI in a designated record set that the COUNTY directs or at the request of the COUNTY or an individual within seven (7) days of such request in accordance with Title 45, CFR, Section 164.526.

**10. Records Available**

BA shall make its internal practices, books, and records related to the use, disclosure, and privacy protection of PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY, available to the COUNTY or to the Secretary of HHS for purposes of the Secretary determining compliance with the Privacy Rule, in a time and manner designed by the COUNTY or the Secretary of HHS.

**11. Retention, Transfer and Destruction of Information**

11.1 Upon termination of this Agreement for any reason, BA shall retain all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY in a manner that complies with the Privacy Rule. This provision shall apply to

PHI in possession of subcontractors or agents of the BA.

11.2 Prior to termination of this Agreement, the BA may be required by the COUNTY to provide copies of PHI to the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA.

11.3 When the retention requirements on termination of the Agreement have been met, BA shall destroy all PHI received from the COUNTY, or created or received by the BA on behalf of the COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of the BA. BA, its agents or subcontractors shall retain no copies of the PHI.

11.4 In the event that BA determines that returning or destroying the PHI is not feasible, BA shall provide the COUNTY notification of the conditions that make destruction infeasible. Upon mutual agreement of the parties that the destruction of the PHI is not feasible, BA shall extend the protections of this Business Associate Exhibit to such PHI and limit further use and disclosures of such PHI for so long as BA, or any of its agents or subcontractors, maintains such PHI.

## **12. Force Majeure**

No party shall be liable for any failure to perform its obligations in connection with any transaction or any document where such failure results from any act of nature or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) that prevent such party from transmitting or receiving any documents.

## **13. Limitation of Damages**

Other than specified in elsewhere, neither party shall be liable to the other for any special, incidental, exemplary, or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

## **14. Continuing Privacy and Security Obligation**

BA's obligation to protect the privacy and security of the PHI, including all copies and any data derived this Agreement that may be individually identifiable, shall be

continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

**15. Attorney-Client Privilege**

Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by BA or COUNTY by virtue of this Subparagraph.

**16. Interpretation**

Any ambiguity in this Business Associate Exhibit shall be resolved to permit the COUNTY to comply with the Privacy Rule and Security Standards.

**EXHIBIT G**  
**COUNTY CONTRACT MAXIMUM**

**\$15,000.00**

EXHIBIT H

**COVERED DIAGNOSIS CODES**

295.00-298.90  
299.10-300.89  
301.00-301.60  
301.80-301.90  
302.10-302.60  
302.80-302.90  
307.10  
307.30  
307.50-307.89  
308.00-309.90  
311.00-313.82  
313.89-314.90  
332.10-333.99\*  
787.6

\*Note: Treatment of diagnoses 332.1 – 333.99, Medication Induced Movement Disorders, is a covered service only when the Medication Induced Movement Disorder is related to one or more included