

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

DEPT: Health Services Agency *ms*

BOARD AGENDA # *B-3

Urgent Routine

AGENDA DATE September 14, 2010

CEO Concurs with Recommendation YES NO
(Information Attached) *ant*

4/5 Vote Required YES NO

SUBJECT:

Approval of Independent and Various Contractor Agreements in Excess of \$100,000 Between the Stanislaus County Health Services Agency and Various Contractors for Fiscal Year 2010-2011

STAFF RECOMMENDATIONS:

1. Approve the list of Independent and various Contractor Agreements for Fiscal Year 2010-2011.
2. Authorize the Health Services Agency Managing Director or her Designee to sign the agreements.
3. Authorize the Health Services Agency Managing Director, her designee or successor, to negotiate and sign individual amendments to the agreements, not to exceed \$75,000.

FISCAL IMPACT:

The annual cost to the Health Services Agency for these agreements total \$1,180,960 for Fiscal Year 2010-2011. The Health Services Agency's Fiscal Year 2010-2011 Adopted Proposed Budget includes the services to be provided under these agreements.

BOARD ACTION AS FOLLOWS:

No. 2010-561

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.

Approval of Independent and Various Contractor Agreements in Excess of \$100,000
Between the Stanislaus County Health Services Agency and Various Contractors for
Fiscal Year 2010-2011

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DISCUSSION:

The attached list of Independent Contractors includes direct medical providers, and other contractors to fulfill the mission of the Health Services Agency in providing medical care to County Indigents and other County patients, and services to fulfill the County's public health mandates and other grant funded responsibilities.

The attachment identifies four agreements that have previously been approved by the Board of Supervisors for Fiscal Year 2010-2011; however either scope and anticipated expenditure amount, or a vendor name change has prompted this updated request for approval. The list reflects agreements that have a cumulative value that exceeds \$100,000 for the period beginning July 1, 2003 and notes the reason for this subsequent request for approval.

The total amount of contracts over \$100,000 cumulatively, to be approved by the Board through this agenda item is \$1,180,960 for Fiscal Year 2010-2011.

POLICY ISSUES:

Execution of these Agreements continues to support the Board's priorities of A Healthy Community, Effective Partnerships, and Efficient Delivery of Public Services through effectively securing available, needed resources in a planned, organized and compliant manner.

STAFFING IMPACT:

There is no staffing impact associated with this request.

DEPARTMENT CONTACT:

Mary Ann Lee, Managing Director, 209-558-7163

CONTRACT LIST FISCAL YEAR 2010-2011
Contracts Over \$100,000 Cumulatively

Department	Budget Unit	Contractor	Brief Description of service provided or Position held	Projected Cumulative Total 07/01/03 - 06/30/10	Proposed Contract Amount for Fiscal Year 7/1/10- 6/30/11	Cumulative Contract Total
Health Services Agency	Clinic & Ancillary	¹ California Health Care Medical Billing, Inc.	Urgent Care Provider Staffing	\$4,391,280	\$475,000	\$4,866,280
Health Services Agency	Clinic & Ancillary	² Mid-Valley Health Services, Inc.	Pharmaceutical Services	\$588,419	\$120,000	\$708,419
Health Services Agency	Public Health	Center for Human Services	Multi-Contracts Healthy Birth Outcomes Project/Teen Challenge Medi-Cal Administrative Activities Prevention & Early Intervention Project	\$99,469	³ \$380,720	\$480,189
Health Services Agency	Public Health	West Modesto/King Kennedy Neighborhood Collaborative	Multi-Contracts Healthy Birth Outcomes Project/Teen Challenge Medi-Cal Administrative Activities Prevention & Early Intervention Project	\$266,037	⁴ \$205,240	\$471,277

¹ Reflects name change of vendor from MedEx originally reported and approved on 6/8/10 BOS Res# 2010-352.

² Reflects name change of vendor from Optioncare originally reported and approved on 6/8/10 BOS Res# 2010-352.

³ Includes additional contract amounts of \$120,000 for Medi-Cal Administrative Activities and \$90,720 for Prevention and Early Intervention Project. \$170,000 originally reported and approved on 6/8/10 BOS Res# 2010-352.

⁴ Includes additional contract amounts of \$120,000 for Medi-Cal Administrative Activities and \$30,240 for Prevention and Early Intervention Project. \$55,000 originally reported and approved on 6/8/10 BOS Res# 2010-352.

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

Reference is made to the Agreement for Independent Contractor Services (the "Agreement") dated as of July 1, 2010 by and between County of Stanislaus ("County") and Center for Human Services acting as the financial liaison for Ceres Partnership for Healthy Children, Newman Family Resource Center and Patterson Family Resource Center ("Contractor").

WHEREAS, the Agreement is from July 1, 2010 through June 30, 2011; and

WHEREAS, Section 17 of the Agreement allows the contract to be amended;

WHEREAS, the parties have agreed that additional compensation and an extension of the term are needed to complete the work described in the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Exhibit A is replaced in its entirety with the attached Exhibit A.
2. All other terms and conditions of the Agreement, including any and all amendments entered into by the parties, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment effective August 15, 2010.

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

By: Mary Ann Lee
Mary Ann Lee, Managing Director
"County"

Approved: BOS Resolution #2010-501
Dated: Sept. 14, 2010

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

By: Dean Wright
Dean Wright, Deputy County Counsel

CENTER FOR HUMAN SERVICES

By: Cindy Duenas
Printed Name: CINDY DUENAS
Title: EXECUTIVE DIRECTOR

"Contractor"

EXHIBIT A

A. SCOPE OF WORK

HEALTHY BIRTH OUTCOMES (HBO) PROJECT

The Contractor shall provide services under this Agreement as follows:

1. The scope of work for Ceres Partnership for Health Children is identified in "Attachment A".
2. The scope of work for Newman Family Resource Center is identified in "Attachment B".
3. The scope of work for Patterson Family Resource Center is identified in "Attachment C".

PROMOTORAS PREVENTION AND EARLY INTERVENTION (PEI) PROJECT

CONTRACTOR RESPONSIBILITIES:

The Contractor through each of its subcontracting family resource centers (FRCs), Ceres Partnership for Healthy Children, Newman Family Resource Center and Patterson Family Resource Center will:

1. Hire and manage a half-time (.50 FTE, 20 hours/week) Promotor/Community Health Worker (CHW) who is familiar with the community in which the subcontracting FRC is located and is committed to building community capacity to manage mental health issues.
 - a. For communities in which a substantial minority (>20%) of the population speaks a common language other than English, the FRC will ensure that the hired Promotor/CHW is fluent in that language in addition to English.
2. Mandate and ensure attendance at all program meetings and trainings (of which the Contractor is notified by the County) of the Promotor/CHW or other FRC designee.
3. Ensure that the hired Promotor/CHW participates in the collaborative development of the project scope of work (SOW) with other Promotores/CHW, Behavioral Health and Recovery Services (BHRS), Health Services Agency (HSA), and other PEI partners.
4. Ensure that the hired Promotor/CHW participates in the collaborative development of a Results-Based Accountability (RBA) framework for evaluation with other Promotores/CHW, BHRS, HSA, and other PEI partners.
5. Ensure that the hired Promotor/CHW executes the collaboratively developed SOW and collects the data/indicators according to the schedule and using the methods agreed upon in the RBA framework.
6. Ensure that the hired Promotor/CHW recruits at least 10 volunteer Promotes/CHWs (Volunteers) to participate in the PEI from within the community in which the FRC is located.
7. Ensure that the hired Promotor/CHW trains and mentors the Volunteers that s/he has recruited.

8. Participate in the wider community mental health capacity building process led by the BHRS and other PEI partners to advance the goals of the PEI Initiative in the community.
9. Ensure that the hired Promotor/CHW works to advance the goals of the PEI Project and the wider PEI Initiative.
10. Provide monthly activity reports to County by the fifteenth (15th) calendar day of the month following the month in which the activities occurred. The reports should include the number of hours worked by the Promotor/CHW, the number of Volunteers recruited and the number of people outreached or touched by services.
11. Provide monthly invoices to the COUNTY for the *Promotoras Prevention and Early Intervention Project (PEI)*, using the supplied template, by the 15th of the following month.

COUNTY RESPONSIBILITIES:

1. Work with the California Institute of Mental Health, Visión y Compromiso and BHRS to coordinate trainings and meetings for the PEI Project.
2. Serve as a liaison between Contractor and/or FRCs and the California Institute of Mental Health, Visión y Compromiso and BHRS.
3. Participate in the wider community mental health capacity building process led by BHRS and other PEI partners to advance the goals of the PEI Initiative in the community.
4. Participate in and approve the collaborative development of a SOW for the PEI Project.
5. Participate in and approve the collaborative development of a RBA framework for evaluation of the program.
6. Work to advance the goals of the PEI Project and the wider PEI Initiative.

B. COMPENSATION

HEALTHY BIRTH OUTCOMES (HBO) PROJECT

The parties hereto acknowledge the maximum amount to be paid by the County for services provided for the Healthy Birth Outcomes Project shall not exceed \$165,000.

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

1. Contractor shall be paid, on an end-of-month basis as invoiced to the County for incurred expenses. Contractor shall submit monthly invoices with all documentation setting forth the work performed and compensation due.
2. Invoice shall include dates of service, number of hours and amount due. Invoices shall be due to County within fifteen (15) calendar days following the end of the month in which services were rendered. County will make payment to Contractor within thirty (30) days of receipt of invoice.
3. Contractor understands and agrees that invoices not received within sixty (60) days following the end of the month for which payment is claimed shall be denied.
4. Payments by County to Contractor shall be allocated as follows:
 - a. Ceres Partnership for Health Children shall not exceed \$55,000 as

- described in "Attachment A1" and "Attachment A2".
- b. Newman Family Resource Center shall not exceed \$55,000 as described in "Attachment B1" and "Attachment B2".
- c. Patterson Family Resource Center shall not exceed \$55,000 as described in "Attachment C1" and "Attachment C2".

PROMOTORAS PREVENTION AND EARLY INTERVENTION (PEI) PROJECT

The parties hereto acknowledge the maximum amount to be paid by the County for services provided for the Promotoras Prevention and Early Intervention Project shall not exceed \$90,720.

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

1. Contractor shall be paid, on an end-of-month basis as invoiced to the County for incurred expenses. Contractor shall submit monthly invoices with all documentation setting forth the work performed and compensation due.
2. Invoice shall include dates of service, number of hours and amount due. Invoices shall be due to County within fifteen (15) calendar days following the end of the month in which services were rendered. County will make payment to Contractor within thirty (30) days of receipt of invoice.
3. Contractor understands and agrees that invoices not received within sixty (60) days following the end of the month for which payment is claimed shall be denied.
4. Payments by County to Contractor shall be allocated as follows:
 - a. Ceres Partnership for Health Children shall not exceed \$30,240 as described in "Attachment D1" and "Attachment D2".
 - b. Newman Family Resource Center shall not exceed \$30,240 as described in "Attachment E1" and "Attachment E2".
 - c. Patterson Family Resource Center shall not exceed \$30,240 as described in "Attachment F1" and "Attachment F2".

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$255,720, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

D. TERM

The term of this contract will begin July 1, 2010 and terminate June 30, 2011. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party. Upon termination of this

Agreement, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed, less any un-recovered advance payments.

"Attachment D1"

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

**Promotoras Prevention and Early Intervention Services
 FOR THE YEAR JULY 1, 2010 - JUNE 30, 2011**

I. PERSONNEL			
<i>Position Title</i>	<i>FTE</i>	<i>Hrs/wk</i>	Annual Budget
A. Program Manager-Tammy Felix	0.08	3	\$ 2,921.00
B. Promotores-Nora Martinez	0.63	25	\$ 13,798.00
C.			
D.			
E.			
Total Salaries and Benefits			\$ 16,719.00
Benefits @ 23.75%			\$ 3,971.00
SUBTOTAL PERSONNEL EXPENSES:			\$ 20,690.00
II. OPERATING EXPENSES			
A. Rent and Utilities			\$ 2,550.00
B. Office Supplies and Materials			\$ 300.00
C. Communications			\$ 300.00
D. Service Related Supplies			
E. Copier Repair & Maintenance			\$ 350.00
F. Equipment/Copier Lease			\$ 350.00
G. Travel			\$ 690.00
H. Meeting / Conferences			\$ 840.00
I. Background Checks for Volunteers			\$ 680.00
J. Incentives			\$ 250.00
SUBTOTAL OPERATING EXPENSES:			\$ 6,310.00
III. INDIRECT COSTS**			\$ 3,240.00
(@ 12% of total Budget excluding Capital Expenditures)			
IV. TOTAL BUDGET REQUEST:			\$ 30,240.00

"Attachment D2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<i>Salary allocations are based on actual time spent to fulfill responsibilities and duties of program contract.</i>			
Salaries:			
	<u>Hours</u>	<u>Weeks</u>	
<u>Administrative Staff:</u>			
<i>Program Manager</i>	3 @ 46		
Administer program staff and volunteers, provide program management, maintain/develop collaborations for expanded services, provides program oversight, provides staff training and support, coordinates services, provide community activities and outreach, and report preparation at CPHC .075% of 40 FTE hrs commensurate with time spent on contract.	\$ 2,921.00		\$ 2,921.00
<i>Promotores/Community Health Worker -</i>	25 @ 46		
Facilitate classes/support groups, provide case management, develop/implement outreach strategies, linkage to community services, attend Promotores meetings and assist with program evaluation and data collection at 62.5% of 40 FTE hrs.	13,798.00		13,798.00
Total Salaries	16,719.00	0.00	16,719.00
<i>Benefits @ 23.75%</i>	3,971.00		3,971.00
Payroll tax FICA/Medicare; SUI/Training Tax; Work Comp; health/vacation/sick leave			
Total Personnel Costs	\$ 20,690.00	\$ -	\$ 20,690.00

Operating Expenses are allocated at 7% of total Annual Center costs or direct charges of program related expenses.

A. Building Expenses:

<i>Rent, Utilities & Garbage</i>	\$255 a month		
Program share of rent for office space used to run support groups, administrative and outreach activities. Also includes any utilities, electric, gas, water/sewer, janitorial and maintenance.	2,550.00		2,550.00

B. Office Supplies and Materials

<i>Office Supplies / Postage</i>		300.00	300.00
Files, stationary, pens, staples, markers, postage etc. for program and client activities.			

C. Communications

<i>Telephone and Communications</i>		300.00	300.00
Office Phone, Cell Phone, Internet, etc. necessary for program operations.			

D. Service Related Supplies

Any supplies used for the Promotores groups or outreach. This includes craft supplies.

"Attachment D2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<u>E. Copier Repair & Maintenance</u>			
<i>Printing/Copier Maintenance</i>	350.00		350.00
Toner & maintenance for program copies, flyer duplication, and duplication related to program			
<u>F. Equipment Expense:</u>			
(2) Leased Copiers \$ @ %	350.00		350.00
Program share of copier lease for program materials, client documents, reports, outreach materials and program marketing, etc.			
<u>G. Travel:</u>			
<i>Mileage/parking/meals for out of town training</i> miles X 12 mth X . /mile	690.00		690.00
Program related travel in company vehicles or reimbursement of employees use of personal vehicle for program related activities estimated at \$690			
<u>H. Trainings, Meetings, and Conferences:</u>			
Costs of meetings and conferences	840.00		840.00
<u>I. Background Checks</u>			
Costs for background checks for 12 volunteers Promotores	680.00		680.00
<u>J. Incentives</u>			
Incentives purchased for clients to encourage participation in the program	250.00		250.00
 TOTAL PROGRAM BUDGET REQUEST	 \$ 27,000.00	 \$ -	 \$ 27,000.00
 <u>In-Direct Costs:</u>	 -	 -	 -
This includes administration costs of payroll processing, human resources, bookkeeping, information technician, maintenance, ect.			
	3,240.00		3,240.00
 TOTAL REQUEST	 \$ 30,240.00		 \$ 30,240.00

"Attachment E1"

NAME: Center for Human Services-Newman
 ADDR: 1300 Patchett Drive
 CITY: Newman, CA 95360

**Promotoras Prevention and Early Intervention Services
 FOR THE YEAR JULY 1, 2010 - JUNE 30, 2011**

I. PERSONNEL			Annual Budget
<i>Position Title</i>	<i>FTE</i>	<i>Hrs/Wk</i>	
A. Program Supervisor-Miriam Fernandez	0.05	2	\$ 1,267.00
B. Promotores-Sergio Lara	0.75	30	\$ 16,587.00
C.			
D.			
E.			
Total Salaries and Benefits			\$ 17,854.00
Benefits @ 23.75%			\$ 4,240.00
SUBTOTAL PERSONNEL EXPENSES:			\$ 22,094.00
II. OPERATING EXPENSES			
A. Rent and Utilities			\$ 700.00
B. Office Supplies and Materials			\$ 300.00
C. Communications			\$ 456.00
D. Service Related Supplies			
E. Copier Repair & Maintenance			
F. Equipment/Copier Lease			\$ 360.00
G. Travel			\$ 1,250.00
H. Meeting / Conferences			\$ 910.00
I. Background Checks for Volunteers			\$ 680.00
I. Incentives			\$ 250.00
SUBTOTAL OPERATING EXPENSES:			\$ 4,906.00
III. INDIRECT COSTS**			\$ 3,240.00
(@ 12% of total Budget excluding Capital Expenditures)			
IV. TOTAL BUDGET REQUEST:			\$ 30,240.00

"Attachment E2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<i>Salary allocations are based on actual time spent to fulfill responsibilities and duties of program contract.</i>			
<u>Salaries:</u>	<u>Hours</u>	<u>Weeks</u>	
<u>Administrative Staff:</u>			
<i>Program Supervisor</i>	2 @	46	
	\$	1,267.00	\$ 1,267.00
<i>Administer program staff and volunteers, provide program management, maintain/develop collaborations for expanded services, provides program oversight, provides staff training and support, coordinates services, provide community activities and outreach, and report preparation at NFRC .075% of 40 FTE hrs commensurate with time spent on contract.</i>			
<i>Promotores/Community Health Worker -</i>	30 @	46	
		16,587.00	16,587.00
<i>Facilitate classes/support groups, provide case management, develop/implement outreach strategies, linkage to community services, attend Promotores meetings and assist with program evaluation and data collection at 62.5% of 40 FTE hrs.</i>			
Total Salaries	17,854.00	0.00	17,854.00
<i>Benefits @ 23.75%</i>		4,240.00	4,240.00
<i>Payroll tax FICA/Medicare; SUI/Training Tax; Work Comp; health/vacation/sick leave</i>			
Total Personnel Costs	\$ 22,094.00	\$ -	\$ 22,094.00

Operating Expenses are allocated at 6% of total Annual Center costs or direct charges of program related expenses.

A. Building Expenses:

<i>Rent, Utilities & Garbage</i>	\$289 a month	700.00	700.00
<i>Program share of rent for office space used to run support groups, administrative and outreach activities. Also includes any utilities, electric, gas, water/sewer, janitorial and maintenance.</i>			

B. Office Supplies and Materials

<i>Office Supplies / Postage</i>		300.00	300.00
<i>Files, stationary, pens, staples, markers, postage etc. for program and client activities.</i>			

C. Communications

<i>Telephone and Communications</i>		456.00	456.00
<i>Office Phone, Cell Phone, Internet, etc. necessary for program operations.</i>			

D. Service Related Supplies

Any supplies used for the Promotores groups or outreach. This includes craft supplies.

"Attachment E2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<u>E. Copier Repair & Maintenance</u>			
<i>Printing/Copier Maintenance</i>			
Toner & maintenance for program copies, flyer duplication, and duplication related to program			
<u>F. Equipment Expense:</u>			
<i>(1) Leased Copiers</i>			
	360.00		360.00
Program share of copier lease for program materials, client documents, reports, outreach materials and program marketing, etc.			
<u>G. Travel:</u>			
<i>Mileage/parking/meals for out of town training miles X 12 mth X . /mile</i>			
	1,250.00		1,250.00
Program related travel in company vehicles or reimbursement of employees use of personal vehicle for program related activities estimated at \$850			
<u>H. Trainings, Meetings, and Conferences:</u>			
Costs of meetings and conferences			
	910.00		910.00
<u>I. Background Checks</u>			
Costs for background checks for 12 volunteers Promotores			
	680.00		680.00
<u>J. Incentives</u>			
Incentives purchased for clients to encourage participation in the program			
	250.00		250.00
TOTAL PROGRAM BUDGET REQUEST	\$ 27,000.00	\$ -	\$ 27,000.00
<u>In-Direct Costs:</u>			
This includes administration costs @ 12% of payroll processing, human resources, bookkeeping, information technician, maintenance, ect.			
	<u>\$ 3,240.00</u>		<u>3,240.00</u>
TOTAL REQUEST	<u>\$ 30,240.00</u>		<u>\$ 30,240.00</u>

"Attachment F1"

NAME: Center for Human Services-Patterson
 ADDR 118 N. 2nd Street, Ste.D
 CITY, !Patterson, CA 95363

**Promotoras Prevention and Early Intervention Services
 FOR THE YEAR JULY 1, 2010 - JUNE 30, 2011**

I. PERSONNEL			Annual Budget
<i>Position Title</i>	<i>FTE</i>	<i>Hrs/wk</i>	
A. Program Coordinator-Laura Elkinton	0.08	3	\$ 2,114.00
B. Promotores-Albertina Reynoso	0.50	20	\$ 14,373.00
C.			
D.			
E.			
Total Salaries and Benefits			\$ 16,487.00
Benefits @ 23.75%			\$ 3,916.00
SUBTOTAL PERSONNEL EXPENSES:			\$ 20,403.00
II. OPERATING EXPENSES			
A. Rent and Utilities			\$ 2,891.00
B. Office Supplies and Materials			\$ 300.00
C. Communications			\$ 576.00
D. Service Related Supplies			
E. Copier Repair & Maintenance			
F. Equipment/Copier Lease			\$ 60.00
G. Travel			\$ 850.00
H. Meeting / Conferences			\$ 990.00
I. Background Checks for Volunteers			\$ 680.00
I. Incentives			\$ 250.00
SUBTOTAL OPERATING EXPENSES:			\$ 6,597.00
III. INDIRECT COSTS**			\$ 3,240.00
(@ 12% of total Budget excluding Capital Expenditures)			
IV. TOTAL BUDGET REQUEST:			\$ 30,240.00

"Attachment F2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<i>Salary allocations are based on actual time spent to fulfill responsibilities and duties of program contract.</i>			
Salaries:			
	<u>Hours</u>	<u>Weeks</u>	
<u>Administrative Staff:</u>			
<i>Program Coordinator</i>	3 @	46	
Administer program staff and volunteers, provide program management, maintain/develop collaborations for expanded services, provides program oversight, provides staff training and support, coordinates services, provide community activities and outreach, and report preparation at PFRC .075% of 40 FTE hrs commensurate with time spent on contract.	\$ 2,114.00		\$ 2,114.00
<i>Promotores/Community Health Worker -</i>	20 @	46	
Facilitate classes/support groups, provide case management, develop/implement outreach strategies, linkage to community services, attend Promotores meetings and assist with program evaluation and data collection at 50% of 40 FTE hrs.	14,373.00		14,373.00
Total Salaries	16,487.00	0.00	16,487.00
<i>Benefits @ 23.75%</i>	3,916.00		3,916.00
Payroll tax FICA/Medicare; SUI/Training Tax; Work Comp; health/vacation/sick leave			
Total Personnel Costs	\$ 20,403.00	\$ -	\$ 20,403.00

Operating Expenses are allocated at 6% of total Annual Center costs or direct charges of program related expenses.

A. Building Expenses:

<i>Rent, Utilities & Garbage</i>	\$289 a month	2,891.00	2,891.00
Program share of rent for office space used to run support groups, administrative and outreach activities. Also includes any utilities, electric, gas, water/sewer, janitorial and maintenance.			

B. Office Supplies and Materials

<i>Office Supplies / Postage</i>		300.00	300.00
Files, stationary, pens, staples, markers, postage etc. for program and client activities.			

C. Communications

<i>Telephone and Communications</i>		576.00	576.00
Office Phone, Cell Phone, Internet, etc. necessary for program operations.			

D. Service Related Supplies

Any supplies used for the Promotores groups or outreach. This includes craft supplies.

"Attachment F2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<u>E. Copier Repair & Maintenance</u>			
<i>Printing/Copier Maintenance</i>			
Toner & maintenance for program copies, flyer duplication, and duplication related to program			
<u>F. Equipment Expense:</u>			
<i>(1) Leased Copiers</i>	60.00		60.00
Program share of copier lease for program materials, client documents, reports, outreach materials and program marketing, etc.			
<u>G. Travel:</u>			
<i>Mileage/parking/meals for out of town training</i> miles X 12 mth X . /mile	850.00		850.00
Program related travel in company vehicles or reimbursement of employees use of personal vehicle for program related activities estimated at \$850			
<u>H. Trainings, Meetings, and Conferences:</u>			
Costs of meetings and conferences	990.00		990.00
<u>I. Background Checks</u>			
Costs for background checks for 12 volunteers Promotores	680.00		680.00
<u>J. Incentives</u>			
Incentives purchased for clients to encourage participation in the program	250.00		250.00
TOTAL PROGRAM BUDGET REQUEST	\$ 27,000.00	\$ -	\$ 27,000.00
 	 -	 -	 -
<u>In-Direct Costs:</u>			
This includes administration costs @ 12% of payroll processing, human resources, bookkeeping, information technician, maintenance, ect.			
	\$ 3,240.00		3,240.00
TOTAL REQUEST	\$ 30,240.00		\$ 30,240.00

"Attachment D1"

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

**Promotoras Prevention and Early Intervention Services
 FOR THE YEAR JULY 1, 2010 - JUNE 30, 2011**

I. PERSONNEL				
<i>Position Title</i>	<i>FTE</i>	<i>Hrs/wk</i>		Annual Budget
A. Program Manager-Tammy Felix	0.08	3		\$ 2,921.00
B. Promotores-Nora Martinez	0.63	25		\$ 13,798.00
C.				
D.				
E.				
Total Salaries and Benefits				\$ 16,719.00
Benefits @ 23.75%				\$ 3,971.00
SUBTOTAL PERSONNEL EXPENSES:				\$ 20,690.00
II. OPERATING EXPENSES				
A. Rent and Utilities				\$ 2,550.00
B. Office Supplies and Materials				\$ 300.00
C. Communications				\$ 300.00
D. Service Related Supplies				
E. Copier Repair & Maintenance				\$ 350.00
F. Equipment/Copier Lease				\$ 350.00
G. Travel				\$ 690.00
H. Meeting / Conferences				\$ 840.00
I. Background Checks for Volunteers				\$ 680.00
J. Incentives				\$ 250.00
SUBTOTAL OPERATING EXPENSES:				\$ 6,310.00
III. INDIRECT COSTS**				\$ 3,240.00
(@ 12% of total Budget excluding Capital Expenditures)				
IV. TOTAL BUDGET REQUEST:				\$ 30,240.00

"Attachment D2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<i>Salary allocations are based on actual time spent to fulfill responsibilities and duties of program contract.</i>			
Salaries:	<u>Hours</u>	<u>Weeks</u>	
<u>Administrative Staff:</u>			
<i>Program Manager</i>	3 @	46	
	\$	2,921.00	\$ 2,921.00
<i>Administer program staff and volunteers, provide program management, maintain/develop collaborations for expanded services, provides program oversight, provides staff training and support, coordinates services, provide community activities and outreach, and report preparation at CPHC .075% of 40 FTE hrs commensurate with time spent on contract.</i>			
<i>Promotores/Community Health Worker -</i>	25 @	46	
		13,798.00	13,798.00
<i>Facilitate classes/support groups, provide case management, develop/implement outreach strategies, linkage to community services, attend Promotores meetings and assist with program evaluation and data collection at 62.5% of 40 FTE hrs.</i>			
Total Salaries		16,719.00	0.00
			16,719.00
<i>Benefits @ 23.75%</i>		3,971.00	3,971.00
<i>Payroll tax FICA/Medicare; SUI/Training Tax; Work Comp; health/vacation/sick leave</i>			
Total Personnel Costs		\$ 20,690.00	\$ - \$ 20,690.00

Operating Expenses are allocated at 7% of total Annual Center costs or direct charges of program related expenses.

A. Building Expenses:

<i>Rent, Utilities & Garbage</i>	\$255 a month	2,550.00	2,550.00
<i>Program share of rent for office space used to run support groups, administrative and outreach activities. Also includes any utilities, electric, gas, water/sewer, janitorial and maintenance.</i>			

B. Office Supplies and Materials

<i>Office Supplies / Postage</i>		300.00	300.00
<i>Files, stationary, pens, staples, markers, postage etc. for program and client activities.</i>			

C. Communications

<i>Telephone and Communications</i>		300.00	300.00
<i>Office Phone, Cell Phone, Internet, etc. necessary for program operations.</i>			

D. Service Related Supplies

Any supplies used for the Promotores groups or outreach. This includes craft supplies.

"Attachment D2"

Budget Category	Proposal Funds	In-Kind	Total
<u>E. Copier Repair & Maintenance</u>			
<i>Printing/Copier Maintenance</i>	350.00		350.00
Toner & maintenance for program copies, flyer duplication, and duplication related to program			
<u>F. Equipment Expense:</u>			
<i>(2) Leased Copiers</i> \$ @ %	350.00		350.00
Program share of copier lease for program materials, client documents, reports, outreach materials and program marketing, etc.			
<u>G. Travel:</u>			
<i>Mileage/parking/meals for out of town training</i> miles X 12 mth X . /mile	690.00		690.00
Program related travel in company vehicles or reimbursement of employees use of personal vehicle for program related activities estimated at \$690			
<u>H. Trainings, Meetings, and Conferences:</u>			
Costs of meetings and conferences	840.00		840.00
<u>I. Background Checks</u>			
Costs for background checks for 12 volunteers Promotores	680.00		680.00
<u>J. Incentives</u>			
Incentives purchased for clients to encourage participation in the program	250.00		250.00
 TOTAL PROGRAM BUDGET REQUEST	 \$ 27,000.00	 \$ -	 \$ 27,000.00
 <u>In-Direct Costs:</u>			
This includes administration costs of payroll processing, human resources, bookkeeping, information technician, maintenance, ect.			
	-	-	-
	\$ 3,240.00		3,240.00
 TOTAL REQUEST	 \$ 30,240.00		 \$ 30,240.00

"Attachment E1"

NAME: Center for Human Services-Newman
 ADDR: 1300 Patchett Drive
 CITY: Newman, CA 95360

**Promotoras Prevention and Early Intervention Services
 FOR THE YEAR JULY 1, 2010 - JUNE 30, 2011**

I. PERSONNEL			
<i>Position Title</i>	<i>FTE</i>	<i>Hrs/wk</i>	Annual Budget
A. Program Supervisor-Miriam Fernandez	0.05	2	\$ 1,267.00
B. Promotores-Sergio Lara	0.75	30	\$ 16,587.00
C.			
D.			
E.			
Total Salaries and Benefits			\$ 17,854.00
Benefits @ 23.75%			\$ 4,240.00
SUBTOTAL PERSONNEL EXPENSES:			\$ 22,094.00
II. OPERATING EXPENSES			
A. Rent and Utilities			\$ 700.00
B. Office Supplies and Materials			\$ 300.00
C. Communications			\$ 456.00
D. Service Related Supplies			
E. Copier Repair & Maintenance			
F. Equipment/Copier Lease			\$ 360.00
G. Travel			\$ 1,250.00
H. Meeting / Conferences			\$ 910.00
I. Background Checks for Volunteers			\$ 680.00
I. Incentives			\$ 250.00
SUBTOTAL OPERATING EXPENSES:			\$ 4,906.00
III. INDIRECT COSTS**			\$ 3,240.00
(@ 12% of total Budget excluding Capital Expenditures)			
IV. TOTAL BUDGET REQUEST:			\$ 30,240.00

"Attachment E2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<i>Salary allocations are based on actual time spent to fulfill responsibilities and duties of program contract.</i>			
<u>Salaries:</u>	<u>Hours</u>	<u>Weeks</u>	
<u>Administrative Staff:</u>			
<i>Program Supervisor</i>	2 @	46	
Administer program staff and volunteers, provide program management, maintain/develop collaborations for expanded services, provides program oversight, provides staff training and support, coordinates services, provide community activities and outreach, and report preparation at NFRC .075% of 40 FTE hrs commensurate with time spent on contract.	\$ 1,267.00		\$ 1,267.00
<i>Promotores/Community Health Worker -</i>	30 @	46	
Facilitate classes/support groups, provide case management, develop/implement outreach strategies, linkage to community services, attend Promotores meetings and assist with program evaluation and data collection at 62.5% of 40 FTE hrs.	16,587.00		16,587.00
Total Salaries	17,854.00	0.00	17,854.00
<i>Benefits @ 23.75%</i>	4,240.00		4,240.00
Payroll tax FICA/Medicare; SUI/Training Tax; Work Comp; health/vacation/sick leave			
Total Personnel Costs	\$ 22,094.00	\$ -	\$ 22,094.00

Operating Expenses are allocated at 6% of total Annual Center costs or direct charges of program related expenses.

A. Building Expenses:

<i>Rent, Utilities & Garbage</i>	\$289 a month	700.00	700.00
Program share of rent for office space used to run support groups, administrative and outreach activities. Also includes any utilities, electric, gas, water/sewer, janitorial and maintenance.			

B. Office Supplies and Materials

<i>Office Supplies / Postage</i>		300.00	300.00
Files, stationary, pens, staples, markers, postage etc. for program and client activities.			

C. Communications

<i>Telephone and Communications</i>		456.00	456.00
Office Phone, Cell Phone, Internet, etc. necessary for program operations.			

D. Service Related Supplies

Any supplies used for the Promotores groups or outreach. This includes craft supplies.

"Attachment E2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
E. Copier Repair & Maintenance			
<i>Printing/Copier Maintenance</i>			
Toner & maintenance for program copies, flyer duplication, and duplication related to program			
F. Equipment Expense:			
<i>(1) Leased Copiers</i>			
	360.00		360.00
Program share of copier lease for program materials, client documents, reports, outreach materials and program marketing, etc.			
G. Travel:			
<i>Mileage/parking/meals for out of town training</i> miles X 12 mth X . /mile			
	1,250.00		1,250.00
Program related travel in company vehicles or reimbursement of employees use of personal vehicle for program related activities estimated at \$850			
H. Trainings, Meetings, and Conferences:			
Costs of meetings and conferences			
	910.00		910.00
I. Background Checks			
Costs for background checks for 12 volunteers Promotores			
	680.00		680.00
J. Incentives			
Incentives purchased for clients to encourage participation in the program			
	250.00		250.00
TOTAL PROGRAM BUDGET REQUEST	\$ 27,000.00	\$ -	\$ 27,000.00
In-Direct Costs:	-	-	-
This includes administration costs @ 12% of payroll processing, human resources, bookkeeping, information technician, maintenance, ect.			
	\$ 3,240.00		3,240.00
TOTAL REQUEST	\$ 30,240.00		\$ 30,240.00

"Attachment F1"

NAME: Center for Human Services-Patterson
 ADDR: 118 N. 2nd Street, Ste.D
 CITY: Patterson, CA 95363

**Promotoras Prevention and Early Intervention Services
 FOR THE YEAR JULY 1, 2010 - JUNE 30, 2011**

I. PERSONNEL			Annual Budget
<i>Position Title</i>	<i>FTE</i>	<i>Hrs/wk</i>	
A. Program Coordinator-Laura Elkinton	0.08	3	\$ 2,114.00
B. Promotores-Albertina Reynoso	0.50	20	\$ 14,373.00
C.			
D.			
E.			
Total Salaries and Benefits			\$ 16,487.00
Benefits @ 23.75%			\$ 3,916.00
SUBTOTAL PERSONNEL EXPENSES:			\$ 20,403.00
II. OPERATING EXPENSES			
A. Rent and Utilities			\$ 2,891.00
B. Office Supplies and Materials			\$ 300.00
C. Communications			\$ 576.00
D. Service Related Supplies			
E. Copier Repair & Maintenance			
F. Equipment/Copier Lease			\$ 60.00
G. Travel			\$ 850.00
H. Meeting / Conferences			\$ 990.00
I. Background Checks for Volunteers			\$ 680.00
I. Incentives			\$ 250.00
SUBTOTAL OPERATING EXPENSES:			\$ 6,597.00
III. INDIRECT COSTS**			\$ 3,240.00
(@ 12% of total Budget excluding Capital Expenditures)			
IV. TOTAL BUDGET REQUEST:			\$ 30,240.00

"Attachment F2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<i>Salary allocations are based on actual time spent to fulfill responsibilities and duties of program contract.</i>			
<u>Salaries:</u>			
	<u>Hours</u>	<u>Weeks</u>	
<u>Administrative Staff:</u>			
<i>Program Coordinator</i>	3 @	46	
	\$	2,114.00	\$ 2,114.00
<i>Administer program staff and volunteers, provide program management, maintain/develop collaborations for expanded services, provides program oversight, provides staff training and support, coordinates services, provide community activities and outreach, and report preparation at PFRC .075% of 40 FTE hrs commensurate with time spent on contract.</i>			
<i>Promotores/Community Health Worker -</i>	20 @	46	
		14,373.00	14,373.00
<i>Facilitate classes/support groups, provide case management, develop/implement outreach strategies, linkage to community services, attend Promotores meetings and assist with program evaluation and data collection at 50% of 40 FTE hrs.</i>			
Total Salaries	16,487.00	0.00	16,487.00
<i>Benefits @ 23.75%</i>	3,916.00		3,916.00
<i>Payroll tax FICA/Medicare; SUI/Training Tax; Work Comp; health/vacation/sick leave</i>			
Total Personnel Costs	\$ 20,403.00	\$ -	\$ 20,403.00

Operating Expenses are allocated at 6% of total Annual Center costs or direct charges of program related expenses.

A. Building Expenses:

<i>Rent, Utilities & Garbage</i>	\$289 a month	2,891.00	2,891.00
<i>Program share of rent for office space used to run support groups, administrative and outreach activities. Also includes any utilities, electric, gas, water/sewer, janitorial and maintenance.</i>			

B. Office Supplies and Materials

<i>Office Supplies / Postage</i>		300.00	300.00
<i>Files, stationary, pens, staples, markers, postage etc. for program and client activities.</i>			

C. Communications

<i>Telephone and Communications</i>		576.00	576.00
<i>Office Phone, Cell Phone, Internet, etc. necessary for program operations.</i>			

D. Service Related Supplies

Any supplies used for the Promotores groups or outreach. This includes craft supplies.

"Attachment F2"

<u>Budget Category</u>	<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<u>E. Copier Repair & Maintenance</u>			
<i>Printing/Copier Maintenance</i>			
Toner & maintenance for program copies, flyer duplication, and duplication related to program			
<u>F. Equipment Expense:</u>			
<i>(1) Leased Copiers</i>			
	60.00		60.00
Program share of copier lease for program materials, client documents, reports, outreach materials and program marketing, etc.			
<u>G. Travel:</u>			
<i>Mileage/parking/meals for out of town training</i> miles X 12 mth X . /mile			
	850.00		850.00
Program related travel in company vehicles or reimbursement of employees use of personal vehicle for program related activities estimated at \$850			
<u>H. Trainings, Meetings, and Conferences:</u>			
Costs of meetings and conferences			
	990.00		990.00
<u>I. Background Checks</u>			
Costs for background checks for 12 volunteers Promotores			
	680.00		680.00
<u>J. Incentives</u>			
Incentives purchased for clients to encourage participation in the program			
	250.00		250.00
TOTAL PROGRAM BUDGET REQUEST	\$ 27,000.00	\$ -	\$ 27,000.00
<u>In-Direct Costs:</u>	-	-	-
This includes administration costs @ 12% of payroll processing, human resources, bookkeeping, information technician, maintenance, ect.			
	\$ 3,240.00		3,240.00
TOTAL REQUEST	\$ 30,240.00		\$ 30,240.00

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Center for Human Services, acting as financial liaison for Ceres Partnership for Health Children ("Contractor") as of July 1, 2010.

Recitals

WHEREAS, the County has a need for an organization to conduct Medi-Cal Administrative Activities (MAA) for the County; and

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

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

Terms and Conditions

1. **Scope of Work**

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

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

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

2. **Consideration**

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

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

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

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

3. Term

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

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

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

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

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into

this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

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

6. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Defense and Indemnification

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

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

8. Status of Contractor

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

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

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

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

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

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

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

9. Records and Audit

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

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

10. Confidentiality

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

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

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

13. Waiver of Default

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

14. Notice

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

To County: County of Stanislaus
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

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

15. Conflicts

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

16. Severability

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

17. Amendment

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

18. Entire Agreement

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

19. Advice of Attorney

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

20. Construction

20. Construction

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

21. Governing Law and Venue

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

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

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

CENTER FOR HUMAN SERVICES

By: Mary Ann Lee
Mary Ann Lee, Managing Director

By: Cindy Duenas

"County"

Printed Name: Cindy Duenas

Approved: BOS Resolution #2010-⁵⁶¹~~352~~
Dated: ~~June 8, 2010~~ SEPT. 14, 2010

Title: Executive Director

"Contractor"

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

By: DW
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Provide to County, comprehensive Medi-Cal Administrative Activities (MAA) invoice and expenditure and revenue information for invoice preparation. Information for the fiscal year July 1, 2010 through June 30, 2011 will be provided in the format directed by the County no later than October 2011 for fiscal year 2010-2011.
2. Notify County of any organizational or funding changes.
3. Reimburse County for costs incurred by or on behalf of the Contractor in the implementation of this Agreement, quarterly MAA invoice preparation, time survey and other training requirements, and other liaison activities.
4. Designate in writing an employee to act as liaison between the Contractor and the County MAA/TCM Coordinator for issues concerning this Agreement.
5. Perform Medi-Cal Administrative Activities (MAA) on behalf of the Department of Health Care Services (DHCS) and County to assist in the proper and efficient administration of Medi-Cal services to Medi-Cal eligible individuals, and families (where appropriate) served by Contractor.
6. Conduct time survey and secondary documentation during the time period designated by the DHCS. The survey will identify all allowable MAA, Non-claimable activities, general administration and paid time-off, which are proportionately allocated to all activities.
7. Comply with enabling legislation, regulations, administrative claiming process directives, and program policy letters from the DHCS, as well as directive from the County.
8. Comply with the comprehensive MAA claiming plan approved by the DHCS and County.
9. Certify the non-federal match from the Contractor General Fund, or from any other funds allowed under federal law and regulation for Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 141321.47. The DHCS and County shall deny payments of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of FFP.
10. Retain all records/documentation for three (3) years after the end of the quarter in which the County receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater. Contractor shall furnish said documentation, and any other information regarding payments for performing MAA, upon request, to County, DHCS or the Federal Government.
11. Contractor will ensure an accurate and easily accessible document audit trail is maintained.
12. Be responsible to the DHCS or County for all requirements under this Agreement even though the requirements may be carried out pursuant to a subcontract. All subcontractors shall include provisions requiring compliance with the terms and

conditions of this Agreement. All non-government entities performing MAA pursuant to the provisions of this Agreement shall be deemed true subcontractors of the Contractor.

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

COUNTY'S RESPONSIBILITIES:

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

B. COMPENSATION

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

1. Contractor shall invoice County on a quarterly basis in accordance with MAA/TCM guidelines.
2. County shall pay invoices received from Contractor within ninety (90) days of receipt of FFP revenue in accordance with the terms of this section.
3. This Agreement will terminate without penalty at the end or during any fiscal year in which Congress does not appropriate funds; or when changes in legislation mandate the termination of said program.
4. The state agency and the County will be held harmless from any federal disallowance resulting in payments made to Contractor. If Contractor has received payments, it shall be liable for any federal disallowance made with respect to those payments.
5. Both parties to this Agreement recognize that the Contractor is liable only for its own audit exception and has no liability for any other entity.
6. The FFP revenue received by County as a result of Contractor's claims will be distributed based on the following process:
 - a. The Contractor shall incur 100% of the cost of providing MAA/TCM

services to the community.

- b. The County shall then invoice the DHCS on behalf of the Contractor for reimbursement of MAA/TCM allowable activities rendered by the Contractor.
- c. Upon receipt of 100% of the reimbursement from the DHCS, the County shall pay the Contractor 100% of the reimbursement.
- d. An invoice will then be generated by the County for the payment of the 10% Administrative/Participation fee to the Contractor.
- e. The Contractor shall then generate a payment to the County within thirty (30) days of receipt of the invoice for payment of the 10% Administrative/Participation fee.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$120,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. CONFIDENTIALITY AND COMPLIANCE

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

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

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

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

with and adhere to these policies and procedures.

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

D. TERM

Paragraph 3.1 of the body of this Agreement is hereby amended to read as follows:

The term of this contract will begin July 1, 2010 and terminate June 30, 2011. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party. Upon termination of this Agreement, the County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed.

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Center for Human Services, acting as the financial liaison for Ceres Partnership for Healthy Children, ("Contractor") as of July 1, 2010.

Recitals

WHEREAS, the County has a need for life planning education services to pregnant and parenting teens; and

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

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

Terms and Conditions

1. **Scope of Work**

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

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

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

2. **Consideration**

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

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

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

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

3. Term

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

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

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

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

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in

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

5. Office Space, Supplies, Equipment, Etc.

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

6. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Defense and Indemnification

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

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

8. Status of Contractor

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

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

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

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

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

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

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

9. Records and Audit

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

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

10. Confidentiality

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

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

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

13. Waiver of Default

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

14. Notice

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

To County: County of Stanislaus
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

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

15. Conflicts

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

16. Severability

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

17. Amendment

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

18. Entire Agreement

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

19. Advice of Attorney

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

20. Construction

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

21. Governing Law and Venue

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


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

COUNTY OF STANISLAUS
GSA Purchasing Division

By: 
Keith Boggs, Deputy Executive Director
Interim GSA Director/Purchasing Agent

"County"

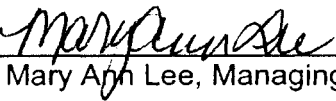
CENTER FOR HUMAN SERVICES

By: 
Printed Name: CINDY DUENAS

Title: EXECUTIVE DIRECTOR

"Contractor"

APPROVED AS TO CONTENT:
Health Services Agency

By: 
Mary Ann Lee, Managing Director

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

By: 
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Develop a seven (7) week curriculum for pregnant and parenting teens using evidence based curriculum, "Life Planning Education".
2. Design/secure evaluation tools for "Life Planning Education" curriculum.
3. Develop promotional brochures for the program.
4. Distribute brochures and recruit participants from schools and community agencies.
5. Implement two seven (7) week Life Planning Education sessions with a minimum of ten participants.
6. Administer evaluation tools to participants.
7. Conduct focus groups with program participants to determine satisfaction of the curriculum and its effectiveness.
8. Confer with the County's Teen Pregnancy Prevention Project Coordinator and make curriculum adjustments based upon focus group feedback and written evaluations.
9. Communicate monthly via e-mail/phone or in-person with the County's Teen Pregnancy Prevention Project Coordinator.
10. Attend Teen Pregnancy Prevention and Parenting Network meetings.
11. Maintain program documentation and submit mid-year and yearly reports to the County's Teen Pregnancy Prevention Project Coordinator.

B. COMPENSATION

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

1. Contractor shall bill County on a monthly basis to REAL Project Coordinator itemizing work performed, hours worked by staff and other expenses as identified in Attachment A – Budget Exhibit. Project Coordinator shall validate each claim and authorize payment to Contractor in accordance with validated progress reports. The invoice must be received by the fifth (5th) of the month following the month in which payment is claimed. Payment will be made by County to Contractor within 30 days of receipt of invoice.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$5,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. CONFIDENTIALITY AND COMPLIANCE

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

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

D. TERM

Paragraph 3.1 of the body of this Agreement is hereby amended to read as follows:

The term of this contract will begin July 1, 2010 and terminate June 30, 2011. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party. Upon termination of this Agreement, the County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed.



STANISLAUS COUNTY

Purchasing Division

1010 TENTH ST, SUITE 5400
 MODESTO, CALIFORNIA 95353
 TEL: (209) 525-6319
 FAX: (209) 525-7787

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

SHIP TO

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

BILL TO

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

Purchase Order

PURCHASE ORDER NO. REVISION PAGE

96962 0 1

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

DATE OF ORDER BUYER
 23-SEP-10 S Shafer

DATE OF REVISION BUYER

CUSTOMER ACCT NO VENDOR NO. PAYMENT TERMS FREIGHT TERMS FOB SHIP VIA

24 IMMED PREPAID DESTINATION COMMON CARRIER

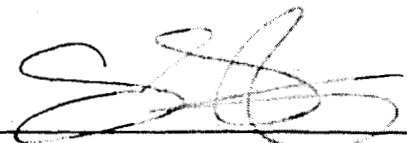
CONFIRM TO TELEPHONE REQUESTOR / DELIVER TO

MOLLY BUTSON (209) 526-1440

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	CONTRACT 26682 FY 10/11 LIFE PLANNING EDUCATION CONTRACT MAX \$5,000. EXPIRES 6/30/11 FY 10/11 1402.1420314.63000					5,000.00	N

Total 5,000.00

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


 AUTHORIZED SIGNATURE

9/14/10

**AGREEMENT
FOR
HEALTHCARE INDEPENDENT CONTRACTOR**

This Agreement For Healthcare Independent Contractor (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Mid-Valley Health Services, Inc. a California corporation, ("Contractor"), as of July 1, 2010.

Introduction

WHEREAS, the County has a need for services involving a licensed compounding pharmacy to perform sterile compounding for the County's Oncology service; and

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

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

Terms and Conditions

1. **Scope of Work**

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

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Contractor and its officers, employees, agents, representatives and subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Contractor under this Agreement.

1.3 Services and work provided by the Contractor under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is

subject to review by and concurrence of the County.

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

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

2. Consideration

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

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

2.3 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

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

3. Term

3.1 The term of this Agreement shall be from the date of 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.

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

6. Professional Malpractice Liability Protection

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

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

7. Defense and Indemnification

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

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

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

8. Status of Contractor

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

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

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

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

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

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

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

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

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

9. Confidentiality and Compliance

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

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

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

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

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

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

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

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

10. Federal Access to Records

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

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

Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records or such organization as are necessary to verify the nature and extent of such costs.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

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

13. Waiver of Default

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

14. Notice

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

To County: County of Stanislaus
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

To Contractor: Mid-Valley Health Services, Inc.
2800 Mitchell Road, Ste. S
Ceres, CA 95307

15. Conflicts

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

16. Severability

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

17. Amendment

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

18. Entire Agreement

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

19. Advice of Attorney

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

20. Construction

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

21. Governing Law and Venue

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

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

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

MIDVALLEY HEALTH SERVICES INC.

By: Mary Ann Lee
Mary Ann Lee, Managing Director

By: Robert Barsamian
Robert Barsamian

"County"

Title: RRH-VP

Approved: BOS Resolution #2010-⁵⁶¹~~352~~
Dated: ~~June 8, 2010~~ SEPT. 14, 2010

"Contractor"

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

By: Dean Wright
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide pharmaceutical services under this Agreement as follows:

Contractor shall perform sterile compounding for County in accordance with physician's orders. In performance of this service, Contractor shall perform the following:

1. Cooperate with County in developing and maintaining a County inventory of chemotherapy drugs needed for sterile compounding. Contractor shall ensure the integrity of these drugs and maintain these drugs in accordance with manufacturer's recommendations. Each party shall be individually financially responsible for replacing chemotherapy drugs determined to be stolen, misplaced, unaccounted for, or spoiled due to improper handling and/or storage due to their actions. Such replacement shall be made within seven (7) days of identification of such event. Contractor will communicate with County on at least a weekly basis of current PAR levels and drug inventory needs in a manner mutually agreeable to both parties; County shall be responsible for ensuring sufficient PAR inventory for compounding.
2. Cooperate with County in developing an efficient and effective means of sterile compounding order transmission and receipt from County to Contractor.
3. Provide at least two (2) daily deliveries from the sterile compounding location to the oncology chemotherapy unit at County on days on which chemotherapy is scheduled by County at no additional charge to County. Delivery schedules shall be mutually agreeable to both parties. Contractor transport of all compounded products shall be accomplished maintaining temperature and other environmental controls recommended by manufacturer for compounded products and to demonstrate such transport controls to County at County's request.
4. Provide sterile compounding for County no more than four (4) days/calendar week, said days to initially be Monday through Thursday, subject to mutually agreeable changes. Compounding and transport will be available during the hours of 8:00 a.m. to 5:00 p.m., local time, unless other times have been mutually agreed to by both parties. County recognized holidays will be excluded from these four (4) days.
5. Maintain current and unrestricted licensure as a sterile compounding pharmacy by the California State Board of Pharmacy.
6. At County's reasonable request and County expense, produce quality control, quality assurance, and other records, as required by state sterile compounding licensure, for review by County. Such expenses charged by Contractor shall be both reasonable and supportable.

B. COMPENSATION

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

1. Contractor shall charge County and County shall pay Contractor \$2,250/calendar week for sterile compounding services identified above for up to twenty-five (25)

patients/week. County shall also be entitled to receive at any time fifteen (15) additional mixtures for its patients without cost in any calendar month. Any patient mixtures over these amounts may be billed to County at the rate of \$80/patient.

2. Deliveries exceeding two (2)/calendar day and as agreed to County and not the result of Contractor error in compounding may be charged at the rate of \$30/delivery by Contractor.
3. In the event County has not maintained sufficient PAR levels resulting in a shortage of required drugs Contractor shall notify County Specialty Clinics Manager or designee. Alternatively, at Contractor's discretion, Contractor may "advance" the drug usage to County pending Contractor replenishment of the drug with an equivalent drug (same brand or generic name, strength, and quantity).

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$120,000 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. CONFIDENTIALITY AND COMPLIANCE

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

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

D. RENEGOTIATION

Both parties agree that at the discretion of either party, the agreement will be subject to renegotiation if the scope or need for these services change materially, ie. resulting from a material change in volume. Further, both parties commit to negotiate future renewals of this agreement.

E. TERM

Paragraph 3.1 of the body of this Agreement is hereby amended to read as follows:

The term of this contract will begin July 1, 2010 and terminate June 30, 2011. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party. Upon termination of this Agreement, the County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed.

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and West Modesto King Kennedy Neighborhood Collaborative ("Contractor") as of July 1, 2010.

Recitals

WHEREAS, the County has a need for an organization to conduct Medi-Cal Administrative Activities (MAA) for the County; and

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

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

Terms and Conditions

1. **Scope of Work**

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

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

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

2. **Consideration**

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

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

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

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

3. Term

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

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

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

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

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain

such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

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

6. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Defense and Indemnification

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

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

8. Status of Contractor

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

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent

and conduct themselves as, independent contractors and not employees of County.

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

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

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

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

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

9. Records and Audit

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

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

10. Confidentiality

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

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

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

13. Waiver of Default

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

14. Notice

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

To County: County of Stanislaus
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

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

15. Conflicts

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

16. Severability

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

17. Amendment

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

18. Entire Agreement

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

19. Advice of Attorney

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

20. Construction

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

21. Governing Law and Venue

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

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

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

**WEST MODESTO KING KENNEDY
NEIGHBORHOOD COLLABORATIVE**

By: Mary Ann Lee
Mary Ann Lee, Managing Director

By: Carole Collins

"County"

Printed Name: Carole Collins

Approved: BOS Resolution #2010-⁵⁶¹352
Dated: ~~June 8, 2010~~ SEPT. 14, 2010

Title: Program Manager

"Contractor"

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

By: DW
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Provide to County, comprehensive MAA invoice and expenditure and revenue information for invoice preparation. Information for the fiscal year July 1, 2010 through June 30, 2011 will be provided in the format directed by the County no later than October 2011 for fiscal year 2010-2011.
2. Notify County of any organizational or funding changes.
3. Reimburse County for costs incurred by or on behalf of the Contractor in the implementation of this Agreement, quarterly MAA invoice preparation, time survey and other training requirements, and other liaison activities.
4. Designate in writing an employee to act as liaison between the Contractor and the County MAA/TCM Coordinator for issues concerning this Agreement.
5. Perform Medi-Cal Administrative Activities (MAA) on behalf of the Department of Health Care Services (DHCS) and County to assist in the proper and efficient administration of Medi-Cal services to Medi-Cal eligible individuals, and families (where appropriate) served by Contractor.
6. Conduct time survey and secondary documentation during the time period designated by the DHCS. The survey will identify all allowable MAA, Non-claimable activities, general administration and paid time-off, which are proportionately allocated to all activities.
7. Comply with enabling legislation, regulations, administrative claiming process directives, and program policy letters from the DHCS, as well as directive from the County.
8. Comply with the comprehensive MAA claiming plan approved by the DHCS and County.
9. Certify the non-federal match from the Contractor General Fund, or from any other funds allowed under federal law and regulation for Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 141321.47. The DHCS and County shall deny payments of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of FFP.
10. Retain all records/documentation for three (3) years after the end of the quarter in which the County receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater. Contractor shall furnish said documentation, and any other information regarding payments for performing MAA, upon request, to County, DHCS or the Federal Government.
11. Contractor will ensure an accurate and easily accessible document audit trail is maintained.
12. Be responsible to the DHCS or County for all requirements under this Agreement even though the requirements may be carried out pursuant to a subcontract. All subcontractors shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-government entities performing MAA

pursuant to the provisions of this Agreement shall be deemed true subcontractors of the Contractor.

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

COUNTY'S RESPONSIBILITIES:

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

B. COMPENSATION

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

1. Contractor shall invoice County on a quarterly basis in accordance with MAA/TCM guidelines.
2. County shall pay invoices received from Contractor within ninety (90) days of receipt of FFP revenue in accordance with the terms of this section.
3. This Agreement will terminate without penalty at the end or during any fiscal year in which Congress does not appropriate funds; or when changes in legislation mandate the termination of said program.
4. The state agency and the County will be held harmless from any federal disallowance resulting in payments made to Contractor. If Contractor has received payments, it shall be liable for any federal disallowance made with respect to those payments.
5. Both parties to this Agreement recognize that the Contractor is liable only for its own audit exception and has no liability for any other entity.
6. The FFP revenue received by County as a result of Contractor's claims will be distributed based on the following process:
 - a. The Contractor shall incur 100% of the cost of providing MAA/TCM services to the community.
 - b. The County shall then invoice the DHCS on behalf of the Contractor for

reimbursement of MAA/TCM allowable activities rendered by the Contractor.

- c. Upon receipt of 100% of the reimbursement from the DHCS, the County shall pay the Contractor 100% of the reimbursement.
- d. An invoice will then be generated by the County for the payment of the 10% Administrative/Participation fee to the Contractor.
- e. The Contractor shall then generate a payment to the County within thirty (30) days of receipt of the invoice for payment of the 10% Administrative/Participation fee.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$120,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. CONFIDENTIALITY AND COMPLIANCE

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

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

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

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

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

shall survive indefinitely.

D. TERM

Paragraph 3.1 of the body of this Agreement is hereby amended to read as follows:

The term of this contract will begin July 1, 2010 and terminate June 30, 2011. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party. Upon termination of this Agreement, the County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed.

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

Reference is made to the Agreement for Independent Contractor Services (the "Agreement") dated as of July 1, 2010 by and between County of Stanislaus ("County") and West Modesto King Kennedy Neighborhood Collaborative ("Contractor").

WHEREAS, the Agreement is from July 1, 2010 through June 30, 2011; and

WHEREAS, Section 17 of the Agreement allows the contract to be amended;

WHEREAS, the parties have agreed that additional compensation and an extension of the term are needed to complete the work described in the Agreement.

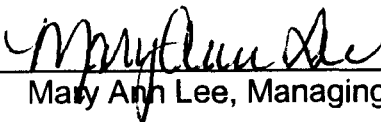
NOW THEREFORE, the parties hereby agree as follows:

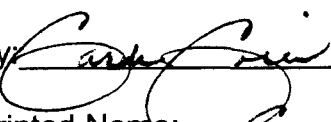
1. Exhibit A is replaced in its entirety with the attached Exhibit A.
2. All other terms and conditions of the Agreement, including any and all amendments entered into by the parties, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment effective August 15, 2010.

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

**WEST MODESTO KING KENNEDY
NEIGHBORHOOD COLLABORATIVE**

By: 
Mary Ann Lee, Managing Director

By: 

Printed Name: Carole Collins

"County"

Title: Program Manager

Approved: BOS Resolution #2010- 561
Dated: SEPT. 14, 2010

"Contractor"

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

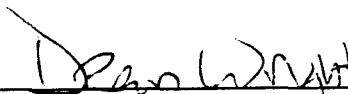
By: 
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

HEALTHY BIRTH OUTCOMES (HBO) PROJECT

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

PROMOTORAS PREVENTION AND EARLY INTERVENTION (PEI) PROJECT

CONTRACTOR RESPONSIBILITIES:

1. Hire and manage a half-time (.50 FTE, 20 hours/week) Promotor/Community Health Worker (CHW) who is familiar with the community in which the subcontracting FRC is located and is committed to building community capacity to manage mental health issues.
 - a. For communities in which a substantial minority (>20%) of the population speaks a common language other than English, the FRC will ensure that the hired Promotor/CHW is fluent in that language in addition to English.
2. Mandate and ensure attendance at all program meetings and trainings (of which the Contractor is notified by the County) of the Promotor/CHW or other FRC designee.
3. Ensure that the hired Promotor/CHW participates in the collaborative development of the project scope of work (SOW) with other Promotores/CHW, Behavioral Health and Recovery Services (BHRS), Health Services Agency (HSA), and other PEI partners.
4. Ensure that the hired Promotor/CHW participates in the collaborative development of a Results-Based Accountability (RBA) framework for evaluation with other Promotores/CHW, BHRS, HSA, and other PEI partners.
5. Ensure that the hired Promotor/CHW executes the collaboratively developed SOW and collects the data/indicators according to the schedule and using the methods agreed upon in the RBA framework.
6. Ensure that the hired Promotor/CHW recruits at least 10 volunteer Promotes/CHWs (Volunteers) to participate in the PEI from within the community in which the FRC is located.
7. Ensure that the hired Promotor/CHW trains and mentors the Volunteers that s/he has recruited.
8. Participate in the wider community mental health capacity building process led by the BHRS and other PEI partners to advance the goals of the PEI Initiative in the community.
9. Ensure that the hired Promotor/CHW works to advance the goals of the PEI Project and the wider PEI Initiative.
10. Provide monthly activity reports to County by the fifteenth (15th) calendar day of the month following the month in which the activities occurred. The reports should include the number of hours worked by the Promotor/CHW, the number of

Volunteers recruited and the number of people outreached or touched by services.

11. Provide monthly invoices to the COUNTY for the *Promotoras Prevention and Early Intervention Project (PEI)*, using the supplied template, by the 15th of the following month.

COUNTY RESPONSIBILITIES:

1. Work with the California Institute of Mental Health, Visión y Compromiso and BHRS to coordinate trainings and meetings for the PEI Project.
2. Serve as a liaison between Contractor and/or FRCs and the California Institute of Mental Health, Visión y Compromiso and BHRS.
3. Participate in the wider community mental health capacity building process led by BHRS and other PEI partners to advance the goals of the PEI Initiative in the community.
4. Participate in and approve the collaborative development of a SOW for the PEI Project.
5. Participate in and approve the collaborative development of a RBA framework for evaluation of the program.
6. Work to advance the goals of the PEI Project and the wider PEI Initiative.

B. COMPENSATION

HEALTHY BIRTH OUTCOMES (HBO) PROJECT

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

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

1. Contractor shall be paid, on an end-of-month basis as invoiced to the County for incurred expenses. Contractor shall submit monthly invoices with all documentation setting forth the work performed and compensation due.
2. Invoice shall include dates of service, number of hours and amount due. Invoices shall be due to County within fifteen (15) calendar days following the end of the month in which services were rendered. County will make payment to Contractor within thirty (30) days of receipt of invoice.
3. Contractor understands and agrees that invoices not received within sixty (60) days following the end of the month for which payment is claimed shall be denied.

PROMOTORAS PREVENTION AND EARLY INTERVENTION (PEI) PROJECT

The parties hereto acknowledge the maximum amount to be paid by the County for services provided for the Promotoras Prevention and Early Intervention Project shall not exceed \$30,240.

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

1. Contractor shall be paid, on an end-of-month basis as invoiced to the County for incurred expenses. Contractor shall submit monthly invoices with all documentation setting forth the work performed and compensation due.
2. Invoice shall include dates of service, number of hours and amount due. Invoices shall be due to County within fifteen (15) calendar days following the end of the month in which services were rendered. County will make payment to Contractor within thirty (30) days of receipt of invoice.
3. Contractor understands and agrees that invoices not received within sixty (60) days following the end of the month for which payment is claimed shall be denied.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$85,240, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

D. TERM

The term of this contract will begin July 1, 2010 and terminate June 30, 2011. Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) days prior written notice to the other party. Upon termination of this Agreement, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed, less any un-recovered advance payments.

"Attachment B"

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

**Promotoras Prevention and Early Intervention Services
 FOR THE YEAR JULY 1, 2010 - JUNE 30, 2011**

I. PERSONNEL				Annual Budget
<i>Position Title</i>	<i>FTE</i>	<i>Hrs/wk</i>		
A. Neighborhood Outreach Worker I - \$12.00 p/hr.	.25 FTE	18/48		\$ 10,368.00
B. Neighborhood Outreach Worker I - \$12.00 p/hr.	.25 FTE	18/48		\$ 10,368.00
C.	FTE.			
D.	FTE.			
E.				
Benefits @ 30%				\$ 6,221.00
Total Salaries and Benefits				\$ 26,957.00
Indirect Costs/Admin Overhead (not to exceed 12% of total budget)				\$ -
SUBTOTAL PERSONNEL EXPENSES:				\$ 26,957.00
II. OPERATING EXPENSES				
A. Rent and Utilities				
B. Office Supplies and Materials				
C. Communications				
D. Service Related Supplies				\$ 1,642.00
E. Classified Advertising				
F. Printing and Binding				
G. Equipment				
H. Travel				
I. Insurance				
K. Meeting / Conferences				
L. Training				
M. Contracted Services				\$ 1,641.00
N. Food				
O. Incentives				
SUBTOTAL OPERATING EXPENSES:				\$ 3,283.00
IV. TOTAL BUDGET REQUEST:				\$ 30,240.00

<u>Budget Category</u>		<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
Prevention and Early Intervention Services				
<i>Salary allocations are based on actual time spent to fulfill responsibilities and duties of program contract.</i>				
Salaries:	<u>Hours</u> <u>Weeks</u>			
<u>Administrative Staff:</u>				
	1 @ 48 \$25.00		\$ 1,200.00	\$ 1,200.00
Administer program staff and volunteers, provide program management, oversight, staff training and support, coordinate services, maintain/develop collaborations for expanded services, provide community activities and outreach, and report preparation for the program.				
<i>Promotor/Community Health Worker (2) I - 50%</i>	36 @ 48 \$12.00	20,739.00		20,739.00
Assist with building community capacity to manage mental health issues and recruitment and mentoring of at least ten (10) volunteers, attend program meetings and trainings, participate in collaborative development as specified in the SOW, prepare reports and maintain accurate records for the program.				
	@			0.00
	@		\$ -	0.00
<i>Volunteer Childcare Workers</i>		0		0.00
Volunteer will provide childcare for infants and children while parents are in HBO class, assist with setup and cleanup for classes, and prepare activities for children. Childcare time is valued at the rate of \$ 12.00/ hr for 3 hrs weekly for 48 weeks.				
Total Salaries		20,739.00		20,739.00
<i>Benefits @ 30%</i>		6,221.00		6,221.00
WMKKNC uses a rate of 30% for all fringe benefits to include payroll taxes, health insurance, retirement, vacation and sick leave.				
In-Direct Costs:				
In-Direct costs at 10% of total payroll costs. This includes administration costs of payroll processing, human resources, bookkeeping, information technician, maintenance, ect.				
			0	0.00
Total Personnel Costs		\$ 26,957.00	\$ 1,728.00	\$ 26,957.00

<u>Budget Category</u>		<u>Proposal Funds</u>	<u>In-Kind</u>	<u>Total</u>
<i>Operating Expenses are allocated at % of total Annual Center costs of each line item that follows. Allocation is based on a budget of \$55,000 of a total Center budget of \$. = % cost allocation.</i>				
<u>A. Building Expenses:</u>				
<i>Rent, Utilities, Garbage, Custodial, Grounds-keeper and Maintenance</i>		0.00		0.00
<i>Rent for office space used to run HBO support groups, administrative and outreach activities. Also includes any utilities, electric, gas, water/sewer, custodial, groundskeeper and maintenance.</i>				
<u>B. Office Supplies and Materials</u>				
<i>Office Supplies / Postage</i>		0.00		0.00
<i>Files, stationary, pens, staples, markers, postage etc. for program and client activities.</i>				
<u>C. Communications</u>				
<i>Telephone and Communications</i>		0.00		0.00
<i>Office Phone, Cell Phone, Internet, etc. necessary for program operations.</i>				
<u>D. Service Related Supplies</u>	25.00%	1,642.00		1,642.00
<i>Any supplies used for the HBO groups, such as, but not limited to arts & crafts</i>				
<u>F. Printing and Binding</u>				
<i>Printing/Duplication</i>		0.00		0.00
<i>Curriculum copies, flyer duplication, and duplication related to case files/data.</i>				
<u>G. Equipment Expense:</u>				
<i>Leased Copier</i>		0.00		0.00
<i>Copier lease for program materials, client documents, reports, outreach materials and program marketing, etc.</i>				
<u>H. Travel:</u>				
<i>Employee travel & lodging including airfare, ground transportation and mileage.</i>		0		0.00
<i>Parking & meals for conference, workshops, trainings and/or local/out of town meetings.</i>				0.00
<u>I. Insurance:</u>				
<i>Portion of insurance attributed to program for General & Professional Liability and property premiums.</i>		0.00		0.00
<u>M. Contracted Services</u>	25.00%	1,641.00		1,641.00
<i>Cost of accounting, audit, security and IT/Computer services for the program.</i>				
<u>N. Food:</u>				
<i>Healthy food purchased for the HBO meetings.</i>		0.00		0.00
<u>O. Incentives</u>				
<i>Incentives purchased for HBO clients to encourage participation in the program, compliance with prenatal care visits, and returning after delivery.</i>		0.00		0.00
TOTAL BUDGET REQUEST		\$ 30,240.00	\$ 1,200.00	\$ 30,240.00

9/14/10
*B3

**AGREEMENT
FOR
HEALTHCARE INDEPENDENT CONTRACTOR**

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and California Healthcare Medical Billing, Inc., a California corporation ("Contractor"), as of October 1, 2010 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving professional provider staffing of the Health Services Agency's Urgent Care Center; and

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

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

Terms and Conditions

1. **Scope of Work**

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

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Contractor and its officers, employees, agents, representatives and subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Contractor under this Agreement.

1.3 Services and work provided by the Contractor under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Contractor shall provide services and work under this Agreement

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

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

2. Consideration

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

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

2.3 The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

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

3. Term

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

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

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

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

4. Required Licenses, Certificates and Permits

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

5. Office Space, Supplies, Equipment, Etc.

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

6. Professional Malpractice Liability Protection

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

7. Defense and Indemnification

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

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

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

8. Status of Contractor

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

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

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

obligations under this Agreement.

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

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

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

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

9. Confidentiality and Compliance

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

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

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

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

9.2. During the term of this Agreement and while performing services under this Agreement, Contractor shall make every effort to comply with the Health Insurance Portability and Accountability Act of 1996, as amended, which stipulates a provider's responsibility to prevent health care fraud and abuse. At a minimum, the Contractor shall be solely responsible for (1) providing all appropriate Common Procedural

Terminology ("CPT") codes for professional services using guidelines promulgated by the American Medical Association and specific diagnosis code(s) for each patient encounter; such codes shall be recorded, in accordance with the policy of County's Health Services Agency, on each patient's billing form; (2) ensuring complete, thorough, and accurate medical record documentation related to each patient encounter; (3) complying with all HCFA coding, documentation, and medical necessity requirements of treatment; and (4) providing appropriate diagnosis codes for medically necessary ancillary testing

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

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

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

10. Federal Access to Records

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

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

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

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

13. Waiver of Default

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

14. Notice

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

To County: County of Stanislaus
Health Services Agency
Attention: Managing Director
P.O. Box 3271
Modesto, CA 95353

To Contractor: California Healthcare Medical Billing, Inc.
1121 E. Washington Avenue
Escondido, CA 92025

15. Conflicts

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

16. Severability

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

17. Amendment

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

18. Entire Agreement

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

19. Advice of Attorney

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

20. Construction

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

21. Governing Law and Venue

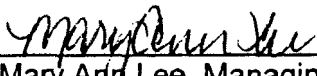
This Agreement shall be deemed to be made under, and shall be governed by

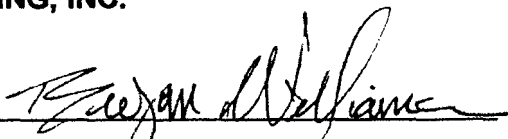
and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

**CALIFORNIA HEALTHCARE MEDICAL
BILLING, INC.**

By: 
Mary Ann Lee, Managing Director

By: 

Printed Name: BRYAN WILLIAMSON

"County"

Title: DIRECTOR

Approved: BOS Resolution #2010-561
Dated: September 14, 2010

"Contractor"

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

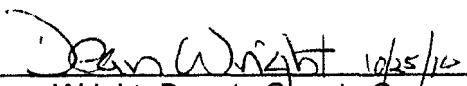
By:  10/25/10
Dean Wright, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

Under the terms of this Agreement, Contractor shall provide professional provider staffing to the County's Health Services Agency (HSA) Urgent Care Clinic (UCC) in Modesto, California in accordance with the criteria and requirements stipulated herein. The scope of services that Contractor will provide in the UCC will be that identified by County policy and will include, but may not be limited to, urgent care, primary care, family planning and workers compensation.

1. County Responsibility

- A. County shall provide all administrative and operational overhead required for operation of the UCC during all times that patients are attendance in the UCC.
- B. Provide administrative and management support to the UCC consistent with County policy. Contractor shall be responsible to the Urgent Care Clinic Manager and to the Associate Director of Clinical Services, designee, or successor.

2. Contractor Responsibility

- A. All Contractor's providers shall not be considered employees of County. Contractor shall be solely responsible for providing workers compensation for any of its employees or subcontractors. Further, Contractor shall be responsible for and hold County harmless from all matters relating to payment of its employees, agents, and independent contractors, including compliance with social security, income tax withholding and all other regulations and programs concerning such matters. Contractor shall not encumber County to any agreement or arrangement, including any arrangement that entails a concomitant expense to County or that adversely impacts the County's financial position, unless previously agreed to in writing by both parties. Contractor shall only utilize medical providers that are acceptable to County. "Professional staff" shall mean any individual physician and mid-level provider who is scheduled and attends patients in the UCC subject to the terms of this Agreement.
- B. Contractor may at its sole discretion terminate any of its providers who have been assigned responsibility to render services under this Agreement upon notice of this intention to County.
- C. Contractor agrees to abide by all Center for Medicare and Medicaid Services (CMS) and California Department of Healthcare Services (DHS), and other applicable laws, rules, and regulations relating to the provision of professional medical services. Contractor agrees to adhere to all applicable County policies and procedures.

D. Contractor shall provide staffing to the UCC within the following parameters:

1. Contractor shall make every reasonable effort to provide two providers during all operating hours of the UCC, which requirement may be fulfilled with two physicians or a physician and a mid-level provider. Fully Licensed Family Medicine Resident physicians in their third year of the Residency program may be scheduled with another non-Resident physician or a mid-level provider. The UCC operating hours are Monday through Friday from 5:30 p.m. to 9:30 p.m. and on Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. The UCC will be closed based on the following schedule:
 - a) January 1st, New Year's Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
 - b) The third Monday in January, Martin Luther King Day
 - c) The third Monday in February, Washington's Birthday
 - d) Easter Sunday
 - e) The last Monday in May, Memorial Day
 - f) July 4th, Independence Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
 - g) First Monday in September, Labor Day
 - h) November 11th, Veterans Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
 - i) November – the Thursday designated as Thanksgiving Day
 - j) The day after Thanksgiving Day
 - k) December 24th, Christmas Eve
 - l) December 25th, Christmas Day (actual date and additional Monday or Friday recognized by County if date falls on a weekend)
 - m) December 31st, New Years Eve

The hours of operation and Holiday closures are set at the discretion of the County and the Community Health Center Board. Every effort will be made by County to provide Contractor a minimum of thirty (30) calendar days notice to Contractor of changes to the current hours and Holiday closure schedule.

2. A physician must be present during all hours that the urgent care attends patients.
3. Whenever a midlevel provider is utilized by Contractor for staffing of the Urgent Care, Contractor agrees to comply with County midlevel supervision policies and procedures and with all laws, rules, and regulations related to midlevel supervision.
4. Contractor shall submit to County's Urgent Care Clinic Manager at least seven calendar days prior to the end of the month a staffing schedule for the succeeding month noting daily provider schedules, hours, days, and times. County reserves the right to require Contractor to change staffing levels from this published schedule consistent with the above parameters prior to its implementation with a minimum of seven (7) calendar days prior notice. Likewise, Contractor may request deviations from the published schedule at any time during normal working hours upon request to the Urgent Care Clinic Manager or Associate Director of Clinical

Services or designee; County shall within two (2) working days approve or reject these changes. Consistent with County policy, Contractor shall be required to attend all patients presenting and registering for urgent care services, although attending these patients may extend beyond the published closing time of the Urgent Care.

5. At the request of the Associate Director of Clinical Services, Contractor will attempt to schedule a third UCC provider on weekdays for the calendar months of December through April, such requests will be on a month to month basis and determined by patient volumes.
 6. At the request of the Associate Director of Clinical Services, Contractor shall schedule only one provider, who shall not be a mid-level provider, on weekend days. Such requests will be on a month to month basis and determined by patient volumes.
- E. Professional staff provided by Contractor are expected and required to be in attendance and be prepared to begin their work assignment at the opening time of the UCC as referenced in paragraph D.1. herein. Failure of any individual provider to meet this requirement after repeated verbal, written or other communication by County staff, may result in the permanent dismissal of that provider from the UCC.
- F. Contractor shall provide provider staffing to the UCC that meets the following conditions:
1. Each physician shall be duly licensed to practice medicine in the State of California; shall be in good standing with the Medical Board of California or the California Board of Osteopathic Examiners, shall possess an unrestricted DEA controlled substances permit, and shall be board certified or board eligible in Family Practice, Internal Medicine, or Emergency Medicine, have no adverse actions reported to the National Practitioner Data Bank, and shall not have any current sanctions imposed by a governmental program. Further, (a) each physician and midlevel practitioner shall maintain current Advanced Cardiac Life Support (ACLS) certification. (b) At a minimum, each regularly scheduled physician and midlevel practitioner shall obtain current Pediatric Advanced Life Support (PALS) certification within six (6) months of their participation in the UCC schedule. Copies of ACLS and/or PALS certifications for established UCC providers must be provided to County within thirty (30) calendar days of the execution of this contract.
 2. Each physician's assistant working under this agreement shall be currently licensed by the State of California and be in good standing with the Medical Board of California and have a current DEA license.
 3. Each nurse practitioner working under this agreement shall be currently licensed by the California Board of Nursing and have a current DEA license.
 4. All providers of Contractor shall have submitted all completed County required credentialing information at least thirty (30) calendar days prior to the first day they are scheduled to attend patients in the UCC, unless waived, in writing, by the County. Contractor may staff with a non-credentialed provider prior to this 30 days, only if AMA and/or CMS coding protocols permit coding of the professional service as a "locums" and

provided the minimum data requirements for credentialing and billing for this provider have been met, as outlined in this section. Except in unusual or extraordinary circumstances, the minimum data requirements for credentialing and billing for a locum practitioner shall be received by County at least seven (7) calendar days prior to the scheduled shift for this provider. Contractor's providers shall also co-sign charts as needed under this clause.

5. Contractor may utilize the services of 3rd year residents to provide periodic staffing for the UCC, subject to the requirements of paragraphs F.1 and F.4.

- G. Contractor shall attend patients presenting for county employment physicals and for initial and follow-up work related injuries in the urgent care, in accordance with County policies.

- H. Contractor shall at no additional compensation designate a UCC Chief for the UCC, subject to County approval, whose appointment shall be at the pleasure of County. Responsibilities of this position are identified in Attachment "B", attached. If Contractor fails to maintain the appointment of a UCC Chief or if appointee fails to substantially perform the duties outlined in Attachment "B" County may assess a financial penalty of \$1,000 for every calendar month in which Contractor fails to fulfill these duties. Such penalty shall not be assessed unless the County informs the Contractor in writing it intends to enforce this penalty and has provided Contractor 90 days to satisfactorily resolve.

- I. All providers that Contractor shall employ under this Agreement shall be listed in Attachment "C" - Contractor Provider Roster. Upon mutual agreement between County and Contractor this attachment may be updated as needed during the term of this Agreement.

B. COMPENSATION

1. Contractor shall be paid in the amount of \$151.50 per hour for the professional services rendered by two providers. If Contractor provides only one provider as set forth in Section A. and with the prior approval of County, the hourly rate shall be reduced to \$80.80 for said hours. Pro-rated adjustments to the nearest quarter hour, shall be made to the above compensation if and for the period during which a provider is scheduled, but is not in attendance and/or available to attend to patients. If due to patient volumes, a provider works past the stated UCC closing time, the County may authorize additional hourly compensation on an individual provider basis, pro-rated to the nearest quarter hour with an hourly basis of \$80.80 per provider. Effective January 1, 2011 and again on January 1, 2012, these rates shall be adjusted by the change in the Physician Medicare Economic Index (MEI) utilized by CMS in calculating the annually revised Medicare Physician Fee Schedule. All providers will be required to sign a time-in and time-out log sheet for each shift worked. Contractor shall be paid in the amount of \$80.00 per hour for any hours a third scheduled provider works at the UCC under Section A., paragraph D.5., this amount will be pro-rated to the nearest quarter hour. Contractor shall be paid in the amount of \$90.00 per hour

for any hours a single scheduled provider works at the UCC under Section A, paragraph D.6 on a weekend day, this amount will be pro-rated to the nearest quarter hour and will be the base hourly compensation for such day payable to Contractor with the below per encounter rate still being applied. Additionally, Contractor shall be paid in the amount of \$10 per patient encounter during which a billable examination was performed and evidenced by a related charge document entered into the County's practice management system. Said compensation reflects all payment for services provided under this Agreement and for performance of all reasonable County administrative requirements implicit in this Agreement, including but not limited to chart audit review in accordance with policies established by the County's Medical Director and/or its Clinic Operations Committee.

2. County shall prepare and provide to Contractor a monthly summary of patients attended and provider hours reconciliation log for the preceding calendar month by the fourth (4th) business day of following month. Contractor will prepare an invoice and present to County for payment by the tenth (10th) business day of the month. County will approve invoice and make payment to Contractor no later than the twentieth (20th) of the calendar month.
3. Contractor agrees to assign all professional fees generated in fulfillment of this Agreement to the County.
4. Any payment adjustments by either party for over or under-payments per this Agreement must be claimed and made during or within six (6) months of the alleged over or under-payments.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$475,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. CONFIDENTIALITY AND COMPLIANCE

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

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

D. DEFAULT, BREACH, REMEDY

Default or breach shall be defined to mean any material and repeated and unresolved violation of one or more terms of this Agreement. For example, Contractor may default and/or breach by repeatedly and after both verbal and written warnings continue to violate the County's or HSA's policies and procedures, fraudulently claiming compensation, violation of the County's billing, coding, and medical record documentation policies and

procedures.

Prior to claiming a default or a breach, the violated party shall notify the suspected offending party in writing of the nature of the default or breach. This party shall have no more than forty-five (45) calendar days to consistently correct the default or breach. Failure of this party to correct the default or breach will empower the other party to promptly declare default or breach and exercise written notification of intent to terminate the agreement with no less than ten (10) calendar days prior written notice.

E. MISCELLANEOUS PROVISIONS

1. Unprofessional Conduct

Should an issue of substance abuse, violation of law, perceived threats to quality patient care, adverse risk management issues caused by Contractor's provider, or any unprofessional activity or behavior be identified by County's Managing Director of HSA regarding any of Contractor's agents, the Managing Director may require that the suspected offending provider be immediately suspended from the UCC practice and denied access to clinic facilities, pending further investigation by Contractor and County. This suspension shall be for a period of not to exceed fourteen (14) calendar days from the date of the suspension during which time County and Contractor shall conduct an investigation as to the circumstances and substance of the events precipitating the suspension. Both parties will review the facts surrounding the suspected offence and in conjunction with the Managing Director shall determine whether or not the allegations are substantiated. Based on this investigation at or before the 14th calendar day following the suspension, the provider may be reinstated to the practice or be removed from practicing at any County site. The decision of the Managing Director on this investigation will be binding and final.

2. Problem Resolution

If at any time during the term of this Agreement either party has an unresolved grievance against the other, the grieved party shall notify in writing and inform the respective administrative authority for the respective organization of the nature and extent of the grievance. Both parties agree to formally meet within seven (7) calendar days to attempt to resolve any such grievance.

3. Renegotiation or Modification

Either party shall have the right to request renegotiation of this Agreement upon written notice and offer to renegotiate the terms hereof. Specifically, County and Contractor agree to renegotiate and conclude negotiations on a new UCC Agreement, subject to County Board of Supervisor approval, if there are material and sustained changes in urgent care patient volumes resulting from additional managed care contracts, changes in the uninsured populations, policy directives from the County Board of Supervisors, or other factors that impact urgent care accessibility.

4. Electronic Medical Record

All of Contractor's providers shall fully implement EMR functionality within thirty (30) days of its phased implementation in the UCC. It is anticipated that the EMR functionality involving Contractor's providers will be phased as follows: Messaging, E-Prescribing, Computerized Physician Order Entry, Electronic Signature (full), Point of Service Documentation. County will provide general training via GE supplied e-learning supplemented by County specific printed documentation per EMR function. County will also provide numerous two-hour training sessions during evening and weekend hours and requests that all of Contractor's providers attend a minimum of one such session during the EMR implementation cycle. County will compensate Contractor \$100.00 per provider per each session completed up to a maximum of two paid sessions per provider. County will provide no other compensation to Contractor related to EMR implementation or adoption. Failure of Contractor to require its providers to implement and utilize the County's EMR, when implemented and available, consistently and in compliance with the County's EMR policies and procedures, may result in penalty of \$2,000 for every calendar month or part of a calendar month in which an individual provider fails to utilize the EMR in conformance with policies and procedures, such penalty shall not be assessed until ninety (90) days after implementation in UCC and after written notice has been provided to Contractor.

5. Drug Assistance Program (E-Recovery)

Contractor agrees to reasonably and fully participate in the County's patient Drug Assistance Program (E-Recovery). Contractor's providers will sign required paperwork as needed for participating patients.

6. Communicable Disease Precautions

All of Contractor's providers shall have TB testing and N95 mask fit testing performed at least annually at the County's expense. All of Contractor's providers are encouraged to receive seasonal influenza vaccinations and the County will provide the vaccine at cost to Contractor for any of its providers who request to be vaccinated.

F. TERM AND TERMINATION

Paragraph 3.1 of the body of this Agreement is hereby amended to read as follows:

The term of this contract will begin October 1, 2010 and terminate June 30, 2012, contingent upon the approval of the Stanislaus County Board of Supervisors of the fiscal year 2010-11 and 2011-12 budgets. Either party may terminate this Agreement for convenience and without cause upon providing one hundred twenty (120) days prior written notice to the other party. Both parties shall notify the other party no later than one hundred eighty (180) days from the above termination date of their intention to renegotiate and/or extend this Agreement beyond the termination date.

In the event the parties have agreed to renegotiate and/or extend this Agreement beyond the termination date, compensation will continue to be paid to Contractor under the terms set forth in this Agreement. Upon termination of this Agreement, the County will pay to Contractor all amounts owed to Contractor for services rendered and work satisfactorily performed.

ATTACHMENT "B"

Physician Job Description: Urgent Care Clinic Chief

The Urgent Care Clinic Chief provides clinical leadership to physicians, mid level provider, nursing personnel and other staff assigned to the Urgent Care Center. Works in partnership with HSA UCC Manager to achieve HSA/clinic goals.

Responsible To: Associate Director – Clinical Services
HSA Medical Director

Principle Operational Relationships: HSA UCC Manager, or designee
HSA Medical Director

DUTIES

- In conjunction with UCC Clinic Manager, the Clinic Chief shall assist/and or provide input for the following:
 - Clinic goals/objectives, including operating budget and recruitment needs.
 - Provide input in the hiring, orientation, supervision, evaluation, counseling and termination of personnel following HSA policies. Provides input to HSA administration in UCC clinic management. Ultimately, any final action pertaining to human resource management issues is left to the discretion of HSA administration and/or the UCC clinic manager.
 - Integrating clinic site and services with HSA system.
- In conjunction with UCC Clinic Manager, ensures that adequate physician and mid-level providers are scheduled to meet patient needs and ensures patient access to services.
- Performs chart audits in accordance with Policies established by the Clinic Ops Committee.
- Acts as resource for all physicians at clinical site in the areas of problem solving, clinical/quality concerns, disagreements and/or conflicts among providers or between providers and UCC staff. Addresses physician professional, risk management, productivity and behavioral issues and oversees peer review.
- Participates in strategic planning for clinics, in community needs assessment, service development and promotion of HSA mission through local community relations.
- In conjunction with UCC Clinic Manager, ensures that optimal levels of customer service and satisfaction are maintained.
- Participates in the management criteria of provider practices, including defining productivity standards, practice parameters, case management, Quality Improvement projects and cost management strategies. Works with UCC Clinic Manager in responding to patient complaints.
- Attends Agency Clinic Ops and other standing or ad hoc HSA committees as assigned. The Clinic Chief is expected to attend all appointed committees, including Clinic Ops. Expected or anticipated absences shall be communicated to the Associate Director of Clinical Services prior to each meeting.

ATTACHMENT "C"

**CONTRACTOR PROVIDER ROSTER
As of 7/1/2010**

Alvarado, Frank MD
Bhullar, Santokh MD
Bouchier, Todd MD
Ceballos, Christie PA
Chastain, Jerry MD
Kamath, Bhoomika MD
Kazarian, Vahe MD
Nielsen, Marc MD
Rebiero, Kristine MD
Sharmoukh, Girgis MD
Stoner, Marc NP
Trinh, Trong MD
Whitaker, Anita NP
Williamson, James PA