

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

DEPT: Behavioral Health and Recovery Services *Denise Calvert* BOARD AGENDA # \*B-2  
Urgent  Routine  AGENDA DATE October 19, 2010  
CEO Concurs with Recommendation YES  NO  4/5 Vote Required YES  NO   
(Information Attached)

SUBJECT:

Approval of the Agreement with Golden Valley Health Centers for Mental Health Services for Fiscal Year 2010-2011

STAFF RECOMMENDATIONS:

1. Approve the agreement with Golden Valley Health Centers, a California non-profit corporation, for mental health prevention and early intervention services through the end of Fiscal Year 2010-2011.
2. Authorize Behavioral Health Director, or her designee, to sign the agreement included in this agenda item.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to the agreement included in this agenda item, to add services and payment for services up to \$75,000, budget permitting, throughout the fiscal year ending June 30, 2011.

FISCAL IMPACT:

Funding for this agreement is provided through the State Mental Health Services Act allocation for Prevention and Early Intervention services. Behavioral Health and Recovery Services' approved budget for the Fiscal Year 2010-2011 contains funding in the amount of \$210,360 for this agreement. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-645

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien  
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)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

MOTION:

ATTEST:

*Elizabeth A. King*  
ELIZABETH A. KING, Assistant Clerk

File No.

**DISCUSSION:**

On August 4, 2009, the Board of Supervisors approved Mental Health Services Act funding for the Prevention and Early Intervention (PEI) Plan component of the Act. One of the projects in the Prevention and Early Intervention Plan is health/behavioral health integration, which is intended to integrate a routine identification of the behavioral health needs of persons from underserved cultural and geographic communities within Stanislaus County into primary care clinics. Behavioral Health and Recovery Services has, through a public Request-for-Proposals process, selected to partner with Golden Valley Health Centers in the Health/Behavioral Health Integration Project.

Behavioral Health and Recovery Services experiences occasional unanticipated increases in the need for services, and the related funding, throughout the year. On many occasions, this additional funding is time sensitive; hence, the department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$75,000 to the agreement included in this agenda item, budget permitting, without further action by the Board of Supervisors, throughout Fiscal Year 2010-2011.

As required by the Board of Supervisors on January 25, 2006, the following table includes a cumulative value of prior contracts with this vendor for the period beginning July 1, 2003 through the fiscal year ending June 30, 2011.

Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period – List Amount and Time Period	Proposed Contract Amount and Time Period	Cumulative Contract Total
Mental Health Services Act	Golden Valley Health Care Centers	Prevention and Early Intervention	\$0 (7/1/03-06/30/11)	\$210,360 (10/05/10-06/30/11)	\$210,360

**POLICY ISSUE:**

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

**STAFFING IMPACT:**

There is no staffing impact associated with the approval of this agenda item.

**CONTACT PERSON:**

Adrian Carroll, Chief, Children's System of Care      Telephone 525-6225.



**PROVIDER AGREEMENT**

**BETWEEN**

**STANISLAUS COUNTY**

**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

**AND**

**GOLDEN VALLEY HEALTH CARE CENTERS**

**October 5, 2010 – JUNE 30, 2011**

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# AGREEMENT

## Outpatient Services

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through **Behavioral Health and Recovery Services**, hereinafter referred to as "**COUNTY**", and **Golden Valley Health Centers**, a California Non-profit Corporation with its principal place of business identified in **Section 24**, hereinafter referred to as "**CONTRACTOR**", in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

**WHEREAS**, COUNTY has a need for services to establish Mental Health Prevention and Early Intervention Services for Older adults who are primarily from culturally (Latino/Hispanic, Asian, African-American and Lesbian, Gay, Bi-sexual, Transgender and Questioning (LGBTQ)) and geographically underserved communities within Stanislaus County; and

**WHEREAS**, CONTRACTOR is specially trained, experienced and competent to implement the mental health Prevention and Early Intervention (PEI) project referred to as "Health /Behavioral Health Integration"; and,

**WHEREAS**, COUNTY has a need for services that integrate community collaboration, cultural competence, and be client/family driven, with a focus on wellness, recovery and resilience; and,

**WHEREAS**, CONTRACTOR is able to perform services that integrate community collaboration, cultural competence, and be client/family driven, with a focus on wellness, recovery and resilience,

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

### 1 RECITALS

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

### 2 SCOPE OF WORK

2.1 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.

2.2 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.

- 2.3 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.

### **3. NONDISCRIMINATION**

- 3.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

3.2 Consistent with the requirements of applicable Federal or State Law, the CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

**4. BILLING AND PAYMENT**

4.1 Payment information is identified in the attached exhibit(s).

4.2 CONTRACTOR shall submit an invoice to COUNTY's Contract Manager, 800 Scenic Drive, Modesto, California 95350, no more often than monthly. CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month. The invoice shall include the number of people serviced and the type of activities used to service these people.

**5. CULTURAL COMPETENCY**

5.1 CONTRACTOR shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.

5.2 COUNTY will provide the Cultural Competence Plan (CCP) to CONTRACTOR when submitted to the California Department of Mental Health and as updated annually.

5.3 CONTRACTOR shall adhere to the provisions of the COUNTY CCP, as submitted and updated, and provide information as required for submitting and updating the CCP.

5.4 CONTRACTOR shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. CONTRACTOR shall also document the response to the offer of interpreter services.

5.5 CONTRACTOR shall regularly have a representative participate in the COUNTY Cultural Competence Oversight Committee.

5.6 CONTRACTOR staff shall attend the COUNTY Clinical and Administrative Cultural Competency Standards training.



**6. QUALITY MANAGEMENT**

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

**7. COMPLIANCE**

7.1 COUNTY has accepted as policy an Organizational Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that CONTRACTOR shall maintain a similar compliance plan for its organization, which is consistent with COUNTY's Plan.

7.2 CONTRACTOR shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.

7.3 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

7.4 CONTRACTOR shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with CONTRACTOR.

7.5 CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

7.6 CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.

7.6.1 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring.

7.6.2 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.

7.6.3 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.

7.6.4 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these references will not change from time to time.

7.6.4.1 OIG list is currently found at the following web address:  
<http://exclusions.oig.hhs.gov/>

7.6.4.2 A link to the S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp> Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

## **8. PATIENTS' RIGHTS AND PROBLEM RESOLUTION**

8.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a grievance process, an appeal process. CONTRACTOR shall ensure that each patient has adequate information about the CONTRACTOR's processes to include at a minimum:

8.1.1 Description of grievance and appeal process;

8.1.2 Posting notices explaining the process procedures;

8.1.3 Making grievance forms and appeal forms along with self addressed envelopes available for beneficiaries at CONTRACTOR sites;

8.1.4 Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.

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

## **9. CONFIDENTIALITY AND INFORMATION SECURITY**

9.1 CONTRACTOR shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the

confidentiality and security of individually identifiable health information (IIHI) as required by Exhibit C of this Agreement.

- 9.2 Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

## **10. MONITORING/REVIEW ASSISTANCE**

- 10.1 CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.
- 10.2 CONTRACTOR agrees that the COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the COUNTY deems necessary to monitor and audit services rendered
- 10.3 CONTRACTOR shall provide any necessary assistance to COUNTY in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing COUNTY with any requested documentation or reports in advance of a scheduled on-site review.
- 10.4 CONTRACTOR shall participate in regularly scheduled contract monitoring designed to review various aspects of contract services, including actual costs, cost per unit, number of units, amount of required match, and State rates.

## **11. REPORTING**

- 11.1 CONTRACTOR shall submit a six- (6) month program report by February 15, of each year. The report shall include data related to performance outcomes, as defined in Exhibit A.
- 11.2 CONTRACTOR shall submit a year-end program report by September 30, of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training.
- 11.3 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.

**12. INVENTORY**

- 12.1 CONTRACTOR shall report to COUNTY, with the annual program report, any equipment with a cost of \$1,000 or more, purchased with funds from this Agreement. Such report shall include the item description, model and serial number (if applicable), purchase price, date of purchase and physical location of the each item.
- 12.2 CONTRACTOR shall make all equipment available during normal business hours for the COUNTY to conduct a physical inspection and/or place a COUNTY inventory tag on the equipment, if desired.
- 12.3 CONTRACTOR shall be solely responsible for maintenance of inventory while in CONTRACTOR's possession. Records evidencing maintenance and any upgrades shall be provided to COUNTY as part of the inventory in the event of termination of this Agreement.
- 12.4 COUNTY reserves title to any property purchased or financed from the proceeds of this Agreement, if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

**13. PERSONNEL**

- 13.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in Exhibit D.
- 13.2 All CONTRACTOR staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. CONTRACTOR shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.
- 13.3 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 13.4 All personnel rendering services under this Agreement shall be employed by, or under contract to CONTRACTOR, and shall be appropriately supervised. Services shall be under the direction of CONTRACTOR's Clinical Director or employee who shall be a licensed mental health professional or other appropriate

individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

- 13.5 All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.
- 13.6 All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
- 13.7 CONTRACTOR shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
- 13.8 CONTRACTOR shall provide COUNTY with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.
- 13.9 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.
- 13.10 CONTRACTOR's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. CONTRACTOR shall ensure that staff providing bilingual services are fluent in their identified language.

**14. CODE OF ETHICS**

CONTRACTOR's Code of Ethics shall be consistent with COUNTY's Code of Ethics

**15. WORKPLACE REQUIREMENTS**

- 15.1 CONTRACTOR shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to COUNTY's BHRS Risk Manager within twenty-four (24) hours of time of occurrence or as soon as possible.
- 15.2 CONTRACTOR shall participate, as appropriate, in COUNTY's Root Cause Analysis investigations related to CONTRACTOR's incidents.
- 15.3 CONTRACTOR shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

- 15.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.
- 15.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future Agreements if the COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

**16. ACKNOWLEDGEMENT**

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

**17. FINANCIAL RELATIONSHIPS**

- 17.1 CONTRACTOR shall maintain program statistical records in the manner required by the COUNTY, State Department of Mental Health, and applicable licensing agencies, and make such records available to COUNTY upon request.
- 17.2 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by COUNTY, the Grand Jury, the State Controller, and the State Director of the Department of Mental Health, or any of their deputies.
- 17.3 CONTRACTOR shall have an audit conducted by an independent auditing firm that shall be executed in accordance with generally accepted auditing standards. This audit shall be submitted to COUNTY within one hundred twenty (120) days after the end of the CONTRACTOR's fiscal year.
- 17.4 CONTRACTOR shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

**18. REQUIRED LICENSES, CERTIFICATES, OR PERMITS**

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR shall maintain such licenses, certificates, and permits in full force and

effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY.

**19. INDEMNIFICATION**

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

**20. INSURANCE**

- 20.1 CONTRACTOR shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
  - 20.1.1 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.

20.1.2 Professional Liability. Professional malpractice liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the CONTRACTOR's services.

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

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

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



pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.

- 20.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming COUNTY and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.
- 20.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with CONTRACTOR's insurance.
- 20.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.
- 20.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 20.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, 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.

- 20.8 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 COUNTY; lesser ratings must be approved in writing by COUNTY.
- 20.9 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.
- 20.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 20.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

**21. NOTICE**

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

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

Contractor: Christine Noguera  
Golden Valley Health Centers  
737 West Childs Avenue  
Merced, CA 95341

**22. CONFLICTS**

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

**23. SEVERABILITY**

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

**24. AMENDMENT**

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

**25. 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.

**26. RELATIONSHIP OF PARTIES**

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

**27. REFERENCES TO LAWS AND RULES**

In the event any statute, regulation, or policy referred to in this Agreement is amended

during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

**28. ASSIGNMENT**

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

28.2 CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of COUNTY.

**29. AVAILABILITY OF FUNDS**

Payments for services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State, and Federal funds. If Federal, State, and local entities do not appropriate sufficient funds for this program, the County has the option to terminate this Agreement or amend the Agreement to reflect any reduction of funds.

**30. 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.

**31. 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.

**32. TERM**

32.1 This Agreement shall commence on October 5, 2010 and continue through June 30, 2011. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of

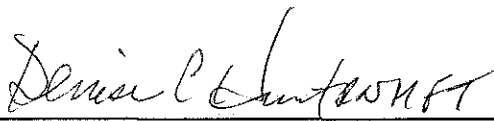
COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.


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

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


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

**GOLDEN VALLEY HEALTH**  
**CENTERS**


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

  
\_\_\_\_\_  
Christine Noguera  
Executive Director Deputy CEO

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM  
John P. Doering, County Counsel

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

BOS Action Item: B-2, OCTOBER 19,

2010

**PREVENTION and EARLY INTERVENTION project “HEALTH/ BEHAVIORAL HEALTH INTEGRATION”**

- 1 CONTRACTOR shall provide behavioral health prevention and early intervention services to persons from underserved cultural and geographic communities within Stanislaus County who do not currently have access to such services.
- 2 **DEFINITIONS:**
  - 2.1 “Prevention services” include activities to address risk factors prior to the actual occurrence or diagnosis of a mental illness
  - 2.2 “Early intervention services” are those interventions of a short-duration and relatively low intensity appropriate to measurably improve a mental health related problem or condition early in its manifestations or to prevent such a problem or condition from getting worse.
- 3 **STAFFING**
  - 3.1 CONTRACTOR shall assign licensed (or license eligible) mental health clinicians (2.0 FTE) to its sites in Turlock, Newman, Patterson and West Modesto (Hanshaw Middle School). Fifty percent of assigned clinicians shall be fluently bilingual (English/Spanish). Contractor shall also assign a licensed psychiatrist (.1 FTE) to provide consultation to primary care providers or assess patients as needed.
- 4 **SCOPE OF SERVICES**
  - 4.1 CONTRACTOR shall integrate into its primary care clinics routine identification of behavioral health needs of its patients; patient psycho-education and skill training; implementation of brief patient centered behavior change interventions and necessary linkage to needed community services and supports including specialty mental health care.
  - 4.2 The array of services provided shall include but not limited to:
    - 4.2.1 Routine screening of all clinic patients using standardized protocols and instruments for depressive, anxiety and substance use/abuse disorders.
    - 4.2.2 Behavioral Health Assessments of patients upon referral.
    - 4.2.3 Behavioral health consultation with primary care and other providers to assist with care management.
    - 4.2.4 Therapeutic interventions for patients needing brief treatment using evidence based approaches.
    - 4.2.5 Patient education focused on patient self-management of behavioral

health problems or behavioral health aspects of chronic or acute illness using evidence based materials, curriculum and approaches. Materials, presentations and other interactions must be available in both English and Spanish language.

- 4.2.6 Psychotropic medication management through primary care providers who have immediate access to psychiatric consultation and if necessary psychiatric assessment of patients.
- 4.2.7 Formal and informal referral and linkage of persons to additional resources as needed.
- 4.2.8 Education and training of primary care providers and other staff to enhance their skills and effectiveness in treating behavioral health problems.
- 4.2.9 Services will be culturally sensitive and appropriate and provided in the patients preferred language. Services shall be available in both English and Spanish.
- 4.3 COUNTY and CONTRACTOR will develop a protocol, based on existing access criteria, for referral of persons needing specialty mental health services beyond the scope of this contract. Such protocol will recognize the spectrum of behavioral health and primary care services that have been established to meet the behavioral and other healthcare needs of persons in Stanislaus County.
- 4.4 CONTRACTOR shall provide the necessary training and orientation of all staff to insure that the services within the scope of this agreement are met.
- 4.5 CONTRACTOR shall participate in collaborative efforts between other Integrated Behavioral Health providers and COUNTY to further the development of effective models of Integrated Behavioral Health Services in Stanislaus County.
- 4.6 CONTRACTOR shall be responsible for administering the following questionnaires and surveys to patients and staff:
  - 4.6.1 PHQ-9 questionnaire routinely for all patients upon initial contact and for persons scoring a 5 or above at each subsequent contact (all providers).
  - 4.6.2 A patient satisfaction survey (to be approved by COUNTY) to all persons receiving behavioral health services. Administration shall include a baseline assessment at the beginning of service and a subsequent administration.
  - 4.6.3 A survey (to be approved by COUNTY) administered twice a year to staff to measure satisfaction and feedback regarding the model and scope of

services under this agreement.

- 4.7 CONTRACTOR shall provide the following information in a written report, on April 2011 and July 2011, to the COUNTY:
- 4.7.1 Total number of unduplicated persons served by clinics covered under this agreement by age, ethnicity/race, preferred language, gender and location of service.
  - 4.7.2 List of unduplicated persons receiving behavioral health services in clinics covered by this agreement by age, gender, ethnicity/race, preferred language, location of service, initial behavioral health diagnosis and number of contacts. (List shall include sufficient identifiers to allow COUNTY to determine whether person is concurrently enrolled in other COUNTY behavioral health programs).
  - 4.7.3 List of unduplicated persons by age, gender, ethnicity/race, preferred language, date(s) of contract and location of services identified as having a PHQ-9 score of 5 or above on initial screening including initial scores, subsequent scores and services by type up to six months.
  - 4.7.4 Number and percentage of unduplicated persons returning for second and third behavioral health contacts within a three month period by age, ethnicity/race, gender, preferred language, and location of services.
  - 4.7.5 Average client satisfaction scores for each item on client satisfaction instrument and summary of comments.
  - 4.7.6 Average staff satisfaction scores for each item on staff satisfaction score and summary of comments.
  - 4.7.7 Amount of federal reimbursement for behavioral health service linked to patients served under this agreement by location.

## **5 EXPECTED OUTCOMES**

- 5.1 Access to behavioral health services for a minimum of 1250 persons (approximately 200 children (0-15), 200 transition age youth (16-25), 450 adults (25-59) and 400 older adults (60 +)) not currently clients of BHRS or its network of providers under this agreement (COUNTY shall provide verification based on data submitted by CONTRACTOR).
- 5.2 A minimum of 3000 contacts annually under this agreement.
- 5.3 Improvement in patients identified with depressive disorders as identified on the PHQ-9.
- 5.4 Patient satisfaction with services.



- 5.5 Increase in staff behavioral health training and knowledge.
- 5.6 Staff satisfaction with the Integrated Behavioral Health program.

**6 COMPENSATION**

- 6.1 CONTRACTOR will be reimbursed through the following funding sources: Mental Health Services Act: Prevention and Early Intervention.
- 6.2 COUNTY agrees to compensate CONTRACTOR for the cost of these services including reasonable administrative costs not to exceed \$210,360.00 for the term of this agreement.
- 6.3 COUNTY shall reimburse CONTRACTOR monthly at the rate of one-tenth of the Agreement maximum.
- 6.4 COUNTY agrees that CONTRACTOR shall have the right to add to the billing any amount owed to CONTRACTOR by COUNTY as a result of services rendered by CONTRACTOR and accepted by COUNTY prior to the execution of this Agreement. If CONTRACTOR exercises the right to add to the billing, CONTRACTOR shall give COUNTY notice of the amount and an itemization of the billing.
- 6.5 CONTRACTOR shall provide COUNTY a semi-annual report for actual expenditures for the first 6 months of the fiscal year along with a projection of annual expenditures due on February 1, 2011. In the event projected annual expenditures are less than the Agreement maximum, the monthly rate may be adjusted as agreed upon by both parties.
- 6.6 Invoices shall be submitted to: Behavioral Health & Recovery Services, Attn: Accounts Payable, 800 Scenic Drive, Bldg 4, Modesto, CA 95350.

**7 TERM:**

The term of this Agreement shall be October 5, 2010 through June 30, 2011.