

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

DEPT: Health Services Agency *ms*

BOARD AGENDA # *B-13

Urgent Routine

AGENDA DATE December 8, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

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

STAFF RECOMMENDATIONS:

1. Approve the Professional and Independent Contractor Agreements between the Stanislaus County Health Services Agency and various contractors for Fiscal Year 2009-2010 for the provision of health care services and public health mandates.
2. Authorize the Health Services Agency Managing Director or her Designee to sign the agreements included in this agenda item.

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FISCAL IMPACT:

The annual cost to the Health Services Agency for these agreements total \$484,200 for Fiscal Year 2009-2010. The Health Services Agency's Fiscal Year 2009-2010 Budget includes the services to be provided under these agreements.

BOARD ACTION AS FOLLOWS:

No. 2009-808

On motion of Supervisor Chiesa, Seconded by Supervisor Grover
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

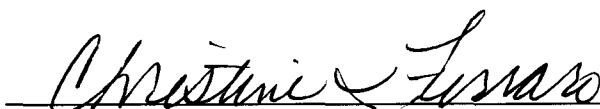
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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

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STAFF RECOMMENDATIONS (Continued):

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.

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 those agreements that either were not previously reported to the Board of Supervisors or for which the contract amounts changed, and which are anticipated to be needed and executed for Fiscal Year 2009-2010. The list reflects those agreements that have a cumulative value that exceeds \$100,000 for the period beginning July 1, 2003.

The total amount of contracts over \$100,000 cumulatively, to be approved by the Board through this agenda item is \$484,200 for Fiscal Year 2009-2010.

POLICY ISSUES:

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

STAFFING IMPACT:

There is no staffing impact associated with this request.

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

Department	Budget Unit	Contractor	Brief Description of service provided or Position held	Projected Cumulative Total 07/01/03 - 06/30/09	Proposed Contract Amount for Fiscal Year 7/1/09-6/30/10	Cumulative Contract Total
Health Services Agency	Indigent Health Care Program and Public Health	Modesto Radiological Medical Group, Inc.	Radiology Services	1,949,297	465,000	2,414,297
Health Services Agency	Clinics & Ancillary	Youth for Christ Central Valley	Teen Pregnancy Prevention Outreach & Education	91,044	19,200	110,244

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the County of Stanislaus, through the Health Services Agency (HSA), hereinafter referred to as (County) and Youth for Christ Central Valley, hereinafter referred to as (YFCCV), for and in consideration of the premises and the mutual promises, covenants, and agreements as are hereinafter set forth.

Whereas, County desires to provide family planning outreach, the County has partnered with YFCCV to provide and perform teen outreach pregnancy and parenting classes to high school students of Stanislaus County, and

Whereas YFCCV agrees to coordinate and provide staff to provide parenting skills, job skills, tutoring and mentoring activities which will assist in the postponement of secondary pregnancies;

Now, therefore, the parties agree as follows:

1. Services:

- a. YFCCV will provide a weekly club for Pregnancy and Parenting teens at Elliot Alternative Education Center and Downey High School.
- b. Club topics will include parenting skills, job skills, tutoring and mentoring as well as how to postpone a second pregnancy.
 - i. Enrollment will not be less than 50 students and will maintain a 25% enrollment rate throughout the course.
 - ii. Will incorporate at least 3 club activities at Downey High School.
- c. YFCCV will refer health related services to the student's primary care physician or if the student does not have a medical home, refer to the Health Services Agency or other medical practice as appropriate.

2. Billing and Payment:

- a. YFCCV will submit monthly activity reports and attendance sheets, corresponding to the billed period on the required invoice.
- b. County will pay YFCCV \$1,600 per month, not to exceed \$19,200 for the 2010 calendar year.

3. Indemnification:

- a. YFCCV shall indemnify, hold harmless and defend County, its officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other cost, including litigation costs and attorney's fees, provided that such arose out of the performance of this agreement with YFCCV, its officers

or its employees AND were caused solely by the negligence or willful misconduct of YFCCV, its officers, employees or students.

- b. County shall and indemnify, hold harmless and defend YFCCV, its officers and its employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees that arise out of County's performance on this Memorandum of Understanding.

4. Relationship of Parties:

- a. This MOU is not intended to, nor shall it be construed to create the relationship of agent, servant, employee, partnership, joint venture or any other similar association.

5. Term:

- a. This MOU shall commence on January 1, 2010 and continue through December 31, 2010. Either party may terminate this agreement with or without cause, by giving thirty (30) days written notice to the other party.

**COUNTY OF STANISLAUS
HEALTH SERVICES AGENCY**

**YOUTH FOR CHRIST CENTRAL
VALLEY**

Mary Ann Lee 2/2/10
Mary Ann Lee Date
Managing Director

Rick J. Fritzenmeier 2/1/10
Signature Date

Printed Name: Rick Fritzenmeier

Title: Executive Director

APPROVED AS TO FORM:

DW 1/5/10
Dean Wright Date
Deputy County Counsel

BOS Action Item: 2009-808 12/8/2009