

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

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # \*B-2

Urgent

Routine

*MT MB*

AGENDA DATE April 19, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of Agreement with Grace C. Nadolny, M.D, to Provide Psychiatric Services from May 1, 2011 through June 30, 2012

STAFF RECOMMENDATIONS:

1. Approve the agreement with Grace C. Nadolny, M.D., to provide psychiatric services from May 1, 2011 through June 30, 2012.
2. Authorize the Behavioral Health Director, or her designee, to sign the agreement.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to the agreement to add services and payment for services up to \$50,000, budget permitting, through the end of Fiscal Year 2011-2012.

FISCAL IMPACT:

The Behavioral Health and Recovery Services approved budget for the Fiscal Year 2010-2011 includes funding in the amount of \$41,000 for this agreement. The Department will include funding for this agreement in the proposed budget for Fiscal Year 2011-2012 in the amount of \$242,040. The primary sources of funding for this agreement are Medi-Cal and Realignment funds. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-223

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

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Vice-Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

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.

**DISCUSSION:**

Behavioral Health and Recovery Services continues to experience a need for qualified, experienced and competent physicians to provide psychiatric services to clients. Dr. Nadolny is specially trained, experienced and competent to perform such services. Dr. Nadolny has agreed to enter into a Personal Services Agreement with Behavioral Health and Recovery Services to provide psychiatric services through June 30, 2012. Behavioral Health and Recovery Services desires to enter into the agreement with Dr. Nadolny to provide the needed services for a period of fourteen months, from May 1, 2011 through June 30, 2012.

Behavioral Health and Recovery Services experiences occasional unanticipated increases in the utilization of services throughout the year. On many occasions, the need for these additional services is time sensitive; hence, the department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$50,000 to the agreement included in this agenda item, budget permitting, without further action by the Board of Supervisors, through the end of Fiscal Year 2011-2012.

**POLICY ISSUE:**

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community and Efficient Delivery of Public Services by contracting 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:**

Uday Mukherjee, M.D., Medical Director.

Telephone 525-6225.

4/19/11 B2

BOARD OF SUPERVISORS

2011 OCT 12 A 10:41

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT is made and entered into by and between the COUNTY OF STANISLAUS, BEHAVIORAL HEALTH AND RECOVERY SERVICES ("County") and Grace C. Nadolny, M.D. ("Contractor") on May 1, 2011 (the "Agreement").

RECITALS

WHEREAS, the County has the need for services involving clinical mental health services; and

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

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 shall withhold federal, state, and Medicare taxes appropriate for personal service contract employees. Pursuant to the Omnibus Budget Reconciliation Act of 1990, which mandates an alternate plan to Social Security for public employees, the Contractor shall be enrolled in the Public Agency Retirement System Alternate Retirement System ("PARS"). The County shall contribute to PARS for the Contractor an amount equal to 2.0 percent of the gross compensation earned by the Contractor under this Agreement. The County also shall withhold 5.5 percent of the gross compensation earned by the Contractor under this Agreement and contribute such withholdings to PARS for the Contractor. Except as stated above, the County has no responsibility or liability for payment of Contractor's taxes or assessments. The

Contractor is solely responsible for the payment of all other taxes and other assessments.

3. CONDITION PRECEDENT

This Agreement is conditioned upon the prior successful completion by the Contractor of a pre-placement drug screening test in accordance with the County's Pre-Placement Drug Testing Policy (the "Test") which, by this reference, is made a part hereof. This Agreement shall not become effective unless and until the Contractor has successfully completed the Test. The initial Test shall be paid for by the County. The Test shall be scheduled by the County and must be taken by the Contractor within 48 hours of the execution of this Agreement.

4. TERM

4.1 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.

4.2 Either party may terminate this Agreement for convenience and without cause upon providing fourteen (14) calendar days prior written notice.

4.3 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.

4.4 This agreement shall terminate automatically upon the occurrence of (a) death of the contractor, (b) bankruptcy or insolvency of either party; (c) sale of Contractor's business, or (d) Contractor's refusal to consent to a pre-placement drug screening Test, as set forth in Paragraph 3 herein, or Contractor's failure to successfully complete such Test in accordance with the County's Pre-Placement Drug Testing Policy.

4.5 Upon termination of this Agreement, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed.

5. WORK SCHEDULE

Contractor's obligation is to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work may require a varied schedule with the hours and times for completion of said services to be set by County.

6. 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise stated in Exhibit A, County 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.

8. INSURANCE

If Contractor utilizes a motor vehicle in performing any of the work or services identified in Exhibit A, Contractor shall procure and maintain in force throughout the duration of this Agreement a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement. A certificate of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by the Contractor. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County.

9. STATUS OF CONTRACTOR

9.1 It is understood by the parties that the Contractor is a contract employee and not an independent contractor. For purposes of performing those services listed in Exhibit A, the County shall have direct supervision over the Contractor and shall direct Contractor as to when and where Contractor's services shall be performed and shall treat Contractor as an employee except as to those items contained in Paragraph 2.2.

9.2 Contractor agrees to be bound and abide by all County policies, rules, and regulations.

10. RECORDS AND AUDITS

10.1 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.

10.2 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.

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 handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. 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. CONFIDENTIALITY

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

13. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor, the Contractor's firm, associates, and employees of said Contractor 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.

14. WAIVER OF DEFAULT

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

15. CONFLICTS

Contractor agrees that he/she 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. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement which Contractor

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

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

To Contractor: Grace C. Nadolny, M.D.  
10547 Manzanita Ct.  
Cupertino, CA 95014

18. AMENDMENT

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

19. ENTIRE AGREEMENT

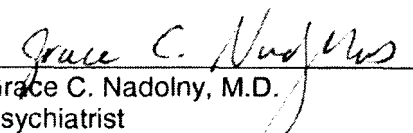
This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated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

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

**COUNTY OF STANISLAUS  
CHIEF EXECUTIVE OFFICE**

**NADOLNY**

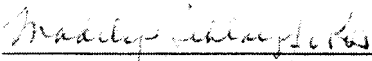
By   
Cynthia Thomlison  
Senior Management Consultant

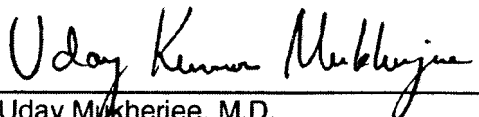
By   
Grace C. Nadolny, M.D.  
Psychiatrist

"County"

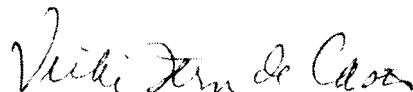
"Contractor"

APPROVED AS TO CONTENT:  
BEHAVIORAL HEALTH AND RECOVERY SERVICES

By   
Madelyn Schlaepfer, Ph.D., CEAP  
Behavioral Health Director

By   
Uday Mukherjee, M.D.  
Medical Director

APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING

By   
Vicki Fern de Castro  
Deputy County Counsel

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## EXHIBIT A

### A. SCOPE OF WORK

1. Contractor shall provide clinical consultation and clinical mental health services to County. Services will be subject to the following performance criteria:
  - a. Workload, including contacts and documentation, shall be managed efficiently and performed in a timely manner;
  - b. Consultation and collaboration with program staff shall be provided from the perspective of an interdisciplinary team approach;
  - c. Participation on Quality Assurance Committees as assigned, if available;
  - d. Practice shall be within BHRS Quality Assurance policies and procedures including policies on medication monitoring, utilization review, and treatment plan updates;
  - e. BHRS charting requirements shall be followed according to established time frames;
  - f. Appointments with patients shall be kept in a timely manner;
  - g. A review of treatment plans and medical input shall be provided for all patients in programs to which assigned.
  - h. Contacts with patients, their families and staff shall be cooperative, collaborative and professional;
  - i. Accessibility shall be provided to patients and/or staff from a program to which assigned while working in another program;
  - j. Assignment to any County Mental Health Program may be made, at the discretion of the BHRS Medical Director, or his designee, on a temporary or permanent basis, without advance notice;
  - k. Licensure requirements for the California State Board of Medical Quality Assurance shall be met annually.
  - l. Available for phone consultation from County staff during regular County business hours at no additional cost to County.
2. In performance of the above services Contractor shall adhere to the terms of the BHRS Code of Ethics and Organizational Compliance Plan, copies of which were provided to Contractor on March 31, 2011.
3. Contractor agrees to ensure confidentiality and integrity of Protected Health Information (PHI) of clients served by County to comply with all Health Insurance Portability and Accountability (HIPAA) regulations. PHI consists of any identifiable health information that is transmitted by electronic media or maintained in any medium or form, which may be made available to Contractor.
4. Contractor shall attend County sponsored cultural competency and Stanislaus County BHRS compliance trainings as required.

### B. COMPENSATION

1. County shall reimburse Contractor through the following funding sources: State Medi-Cal and Realignment.

2. Contractor shall be compensated for the services provided under this Agreement at the rate of \$145.00 per hour, not to exceed a total of 1,952 hours or \$283,040 per year. It is expected that Contractor shall provide a minimum of approximately 32 hours of service per week, not to exceed 40 hours of service per week during the term of this Agreement.
3. Contractor shall present a signed time sheet on a weekly basis to County indicating number of hours worked.
4. In the event an overpayment is made to Contractor, Contractor agrees that such overpayment may be corrected by withholding the overpayment amount from the check covering the next payment period following the discovery. If there are no further payments to be made to Contractor, then Contractor agrees to remit payment in the sum of the overpayment within thirty- (30) days of written notification by County to Contractor of such overpayment.

**C. BENEFITS**

County shall provide professional malpractice liability protection for Contractor covering the services to be provided by Contractor pursuant to this Agreement. Contractor, however, shall be solely liable for his wrongful acts or negligence in operating his private vehicle and shall maintain his own vehicle insurance coverage. Contractor must provide professional malpractice protection for any and all services or care provided outside the course or scope of this Agreement and in Contractor's private practice. This Agreement shall be terminated in the event County is unable to provide professional liability protection to Contractor through County's professional liability program.

**D. FUNDING**

If, during the time, which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor. Contractor shall have no further obligation to County.

**E. TERM**

These services shall commence on May 1, 2011, and continue through June 30, 2012.

In reference to Section 4, Term, Item 4.2 under Terms and Conditions of this Agreement, is deleted in its entirety and replaced with the following:

- 4.2 Either party may terminate this Agreement for convenience and without cause upon providing thirty (30) calendar days prior written notice.

**F. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.