

YOUTH SERVICES AGREEMENT

by and between

TOOELE COUNTY
and
VALLEY MENTAL HEALTH, INC.

THIS AGREEMENT is made and entered into as of the 6th day of Dec. 2011
by and between TOOELE COUNTY, a body corporate and politic of the State of Utah
(hereinafter referred to as "COUNTY"), and VALLEY MENTAL HEALTH, INC. a Utah
non-profit corporation with its offices at 5965 South 900 East, Salt Lake City, Utah
84121 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY, pursuant to Utah Code ANN., Section 17A-3-602(3)(c) is authorized to contract and agree with any competent authority, agency or person to furnish mental health services or operate mental health facilities for the COUNTY; and

WHEREAS, COUNTY desires to do so pursuant to this agreement; and

WHEREAS, the COUNTY is in need of mental health counseling for Tooele County Youth Services (hereinafter referred to as "Youth Services",) and

WHEREAS, CONTRACTOR is willing and able to provide such services,

NOW, THEREFORE, in consideration of the following mutual promises, terms, and conditions, the parties hereto agree as follows:

A. COUNTY'S OBLIGATIONS. The COUNTY shall:

1. Provide a facility with computer hardware, internet access, and furniture. The computer hardware and furniture will remain COUNTY property and will be used exclusively for the Tooele Youth Services Center as long as it continues its operations.
2. Remain as the grant recipient and remain responsible for the administration for the funding applied for and received for local government grants written by Tooele County. Tooele retains reporting responsibility as outlined in the grant documents.
3. Assist in seeking funding and sponsorship to support the Tooele Youth Services Center operations. COUNTY'S performance under this agreement depends upon the appropriation of funds by the Tooele County Commission, or the acquisition of grants and funding from other sources agreeable to COUNTY. If COUNTY fails to appropriate the funds necessary for performance, then the Tooele County Commissioners may provide written notice of this to Youth Services and cancel this agreement

with notice to CONTRACTOR without further obligation of the County. Appropriation is a legislative act and the current county commission cannot legally bind a future legislative act of the county commission.

B. CONTRACTOR'S RESPONSIBILITIES. CONTRACTOR shall perform the following mental health services for Youth Services:

1. Work with various community agencies and individuals to provide basic life skills counseling, individual intake assessments, and provide counseling services for youth brought into youth services. The Therapist will work 30 hours a week at Youth Services with current funding levels. The SSW will work 40 hours a week at Youth Services with current funding levels.
2. Contact parents/legal guardians according to policy to notify youth's admission and schedule appointment with clinical specialist.
3. Initiate referrals to needed community resources when appropriate, including follow up contact.
4. Handle telephone calls to provide assistance, facilitates entrance to Tooele Youth Services Center and provide information regarding community resources.
5. Provide intake services and establish working relationship with troubled youth providing advocacy and support.
6. Interface with law enforcement and other referring parties to obtain pertinent information.
7. Screen and assess youth's behavior as well as physical and mental health to determine appropriate services.
8. Orient youth to program, which includes Prevention Policy Board policies and program expectations.
9. Research youth's legal history and evaluate present domestic situation and legal status.
10. Determine proper placement for youth according to program guidelines and coordinates as a member of a team to communicate significant information to Youth Division programs and allied agencies.

11. With law Enforcement check youth belongings for weapons or contraband and confiscate unsafe or illegal materials. Notify law enforcement if check is done with out them present, if necessary.
12. Complete necessary agency recording, i.e.; progress notes, incident reports, etc., as per policies.
13. Provide supervision of youth including knowledge of each youth and their situation and any special needs or circumstances.
14. Supervise daily tasks to insure a sanitary and healthy environment and encourage youth to practice good hygiene.
15. Provide team contribution to agency objectives and coordinate with agencies and organizations involved in the Tooele Youth Services Center to promote a safe environment.
16. Demonstrate flexibility regarding scheduling needs.
17. Participate in Prevention Policy Board meetings, pro-actively seeking solutions to problems and inform the Prevention Policy Board of work status and special or unusual work situations.
18. Maintain a daily caseload of clients in which the staff is responsible to engage in positive activities and to mentor while in the facility. Model effective problem solving and stress management skills and goal setting to youth clients.
19. Supervise interns from clinical programs as assigned.
20. Perform other related duties as assigned.
21. Complete all case recording and required reports in the appropriate format and according to Prevention Policy Board guidelines and policy.
22. Close and/or transfer all cases within Prevention Policy Board policy and program guidelines.
23. Provide information to families, government agencies such as the juvenile court and law enforcement, social service contractors such as Valley Mental Health and internal colleagues with a need to know, that is organized, pertinent, and in compliance with confidentiality requirements.

24. Maintain a safe and clean facility by performing thorough checks for damage, graffiti or loss. Report damage on an incident report form.
25. Provide crisis intervention to youth to allay fears, facilitate adjustment, resolve conflict and maintain a calm and controlled environment.
26. Participate fully in semiannual evaluation reviews by the Utah Board of Juvenile Justice (UBJJ) and the Prevention Policy Board conducted at the site where program services are delivered.
27. Track demographics, time in program, and referrals made to other agencies and organizations for the youth and parents/guardians.
28. Administer surveys to participants regarding skills learned in the program, changes in attitudes and behaviors, and/or satisfaction with program services. The evaluators will select appropriate measures seeking a balance between issues of practicality and scientific validity.
29. Implement any recommended changes within the time period set by the evaluators and agreed to by the UBJJ board. If the program is unable to make the suggested changes, the program director will notify the UBJJ board and the Prevention Policy Board within 30 days of receiving feedback from the most recent site visit.

A. The parties hereto mutually agree that:

1. Term of Agreement. The term of this agreement shall be effective as of November 1, 2011 and shall expire on December 31, 2011 . The agreement may be renewed annually at the discretion of the County by giving written notice thereof to the CONTRACTOR no later than November 1 of each year. This Agreement may be voluntarily terminated in whole or in part as to any party hereto on notice by the party given in writing to all other parties hereto not less than thirty (30) days in advance of the contemplated termination. Upon such termination, all property not owned by a terminating party which is in its custody or possession shall be forthwith returned to the party owning the same or to whom possession shall be given.
2. Finance. COUNTY agrees to pay to the CONTRACTOR according to the Rates set forth in Attachment 1 for the services provided, which payment will be made monthly upon receipt of a detailed invoice from the CONTRACTOR. CONTRACTOR may submit invoices no later than the 10th day of the month for the preceding month's services. COUNTY shall

pay said invoices within thirty (30) days of receipt of the invoice from CONTRACTOR.

3. Ownership. The CONTRACTOR and the COUNTY agree that the project is under the direction of Tooele County and COUNTY will own the records of the project.
4. Indemnification.
 - a. It is understood and agreed that CONTRACTOR, its officers, agents, employees or representatives are independent contractors and are not to be regarded as employees of the COUNTY for any purpose, and that the COUNTY is not liable for claims, losses, damages, injuries or other liabilities arising out of the acts, omissions, or negligence of CONTRACTOR, its officers, agents, employees or representatives during the course or performance of this agreement. CONTRACTOR hereby agrees to indemnify and save harmless the COUNTY, its officers, official, agencies, agents, and employees from and against any and all claims, losses damages, injuries or other liabilities arising out of its acts, omissions or negligence in the performance of CONTRACTOR'S obligations under this agreement.
 - b. It is understood and agreed that the COUNTY, its officers, officials, agencies, agents, employees or representatives, are not to be regarded as agents or employees of CONTRACTOR for any purpose and that COUNTY is not liable for claims, losses, damages, injury or other liabilities arising out of the acts, omissions or negligence of the CONTRACTOR, its officers, officials, agencies, agents, employees or representatives to the extent COUNTY is liable under the Utah Governmental Immunity Act. The COUNTY hereby agrees to indemnify and save harmless CONTRACTOR, its officers, agents, employees and representatives from and against any and all claims, losses, damages, injuries, or other liabilities, out of its acts, omissions or negligence in the performance of COUNTY'S obligations under this agreement. COUNTY does not waive by this agreement any defenses or limits of liability available to the COUNTY under the Utah Governmental Immunity Act.
5. Conditional Limits on Liability. Neither party shall assume or have any liability under this agreement for the timely failure to furnish the services set forth herein if such failure is due to causes beyond the control and without the fault or negligence of the parties, including but not limited to: acts of God, acts of war or of the public enemy, acts of the United States, any state or territory of the United States or any political subdivision of the

foregoing, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or defaults of any subcontractor due to the above causes.

6. Default and Remedies. It is understood and agreed by the parties that the defaulting party shall reimburse the other party for all reasonable attorneys' fees and legal expenses incurred by the non-defaulting party in enforcing any of its rights and remedies under this agreement upon default by the other. In the event that one party defaults in its obligations under this agreement, the other party exercises its right to rescind or terminate this agreement, the non-defaulting party shall be entitled to recover the reasonable attorneys fees it incurred in enforcing its rights under this agreement, even if such fees were incurred after the termination of this agreement.
7. Laws of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance.
8. Notices. Any notices to be sent in accordance with this agreement shall be personally delivered to the parties at the addresses listed below, or shall be mailed to said addresses by certified or registered mail, postage prepaid:
If to the COUNTY, to:
Tooele County
Nicole L. Cline
47 South Main Street
Tooele, Utah 84074

If to the CONTRACTOR, to:
Debra Falvo, R.N., MHSA
Valley Mental Health
5965 S. 900 E.
Salt Lake City, Utah 84121

Or to such representatives or at addresses as the parties may designate from time-to-time by giving notice in accordance with this provision.
9. Paragraph Headings. The paragraph headings in this agreement are for convenience only, and are not to be used in construing or interpreting the provisions hereof.
10. Entire Agreement. This agreement contains the entire agreement between the parties; and no statements, promises, or inducements made by either party or agents for either party that are not contained in these documents

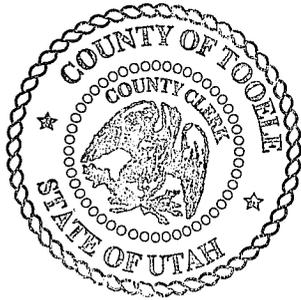
shall be binding or valid and this agreement may not be enlarged modified or altered except in writing signed by the parties.

DATED this day of

TOOELE COUNTY

Attest:
Marilyn Sillett
Tooele County Clerk

Colleen Johnson
Chairman, Tooele County



VALLEY MENTAL HEALTH, INC.

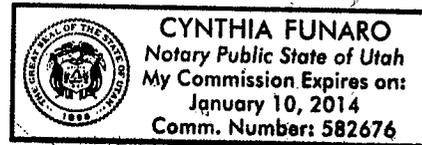
By [Signature]
Executive director
CEO/Pres

STATE OF UTAH

COUNTY OF SALT LAKE/TOOELE

On the day of 18, November, 2011 personally appeared before me Debra Falvo, Executive Director of Valley Mental Health, Inc., who duly sworn did say that she is the Executive Director of Valley Mental Health, Inc., and that said instrument was signed on behalf of said corporation by authority of its bylaws, and Debra Falvo acknowledged to me that said corporation executed the same.

Cynthia Funaro
Notary Public, residing in Salt Lake/Tooele County



ATTACHMENT 1
VALLEY MENTAL HEALTH PAYMENT

COUNTY will pay CONTRACTOR as invoiced, for Title V grant services for youth counseling unless prior approval from the County is given, a maximum of:

1. \$2916.67 monthly for a therapist up to 30 hours a week: and
2. \$3, 963.41 for a full time SSW with a bachelors decree from an accredited college or university only upon approval of the JAG-ARRA grant #9AR-84 from the State of Utah Commission on Criminal and Juvenile Justice.

Addendum to Youth Services Agreement by and between Tooele County and Valley Mental Health, Inc.

The following changes shall be in effect following the signing of this addendum:

Under Subsection A. COUNTY'S OBLIGATIONS

Will be amended with the addition of point #5 to read...

5: Provide additional monies not in excess of eligible grant funds received for various part-time work by a case manager/office staff to help Youth Services extend operating hours to meet the community's needs.

Under Subsection B. CONTRACTOR'S RESPONSIBILITIES

Will be amended to read below point #1...

Other part time case-managers or office staff will be required to work the number of hours and days assigned to provide coverage to extend Youth Services operating hours as needed.

Attachment #1 will also be amended with the addition of point #3 to read...

3. \$15.00 hourly for a part time case-manager/office staff position working between 10-20 hours a week as needed. This position will be part-time and is temporary depending on the needs of Youth Service staff.

DATED this 16th day of Dec, 2011.

Attest:

Marilyn Silette
Tooele County Clerk



TOOELE COUNTY

Colleen Johnson
COLLEEN JOHNSON, Chairman

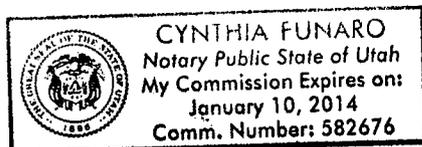
VALLEY MENTAL HEALTH, INC.

By [Signature]
~~Executive Director~~
CEO/Pres

STATE OF UTAH

COUNTY OF SALT LAKE/TOOELE

On the 16 day of Nov, 2011 personally appeared before me Debra Falvo, Executive Director of Valley Mental Health, Inc., who duly sworn did say that she is the Executive Director of Valley Mental Health, Inc., and that said instrument was signed in behalf of said corporation by authority of its bylaws, and Debra Falvo acknowledged to me that said corporation executed the same.



Cynthia Funaro
Notary Public, residing in Salt Lake/Tooele County