

YOUTH SERVICES AGREEMENT

by and between

TOOELE COUNTY
and
VALLEY MENTAL HEALTH, INC.

THIS AGREEMENT is made and entered into as of the 20th 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 "MANAGING PARTNER").

WITNESSETH:

WHEREAS, the COUNTY, pursuant to Utah Code ANN., Section 17-3-602(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, the COUNTY, pursuant to Utah Code ANN., Section 17-50-303 is
authorized to provide monetary or nonmonetary assistance to a nonprofit entity; and

WHEREAS, COUNTY desires to create a partnership pursuant to this agreement;
and

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

WHEREAS, MANAGING PARTNER 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 located at 23 South Main, Suite 31, Tooele, UT
84074 with no charge for rent.

2. Continued use of computer hardware, software installed on the
computers as of December 20, 2011, internet access and furniture. The
computer hardware, software and furniture will remain COUNTY
property and will be used exclusively for the Tooele Youth Services as
long as it continues its operations. At the end of the useful life of the
equipment and furniture, it will be replaced by the MANAGING
PARTNER and the equipment and furniture that is COUNTY property
shall be returned to the COUNTY.

3. Assist in seeking funding and sponsorship to support the Tooele Youth Services operations through grant writing.
4. Cover costs of utilities.
5. Perform routine maintenance of the building excluding janitorial services.

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

1. Manage and operate Tooele Youth Services for the residents of Tooele County age 8 -17. Such management shall include the expenses of supplies and services incurred in providing such services.
2. 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.
3. Not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord.
4. Not permit or commit waste to the premises.
5. Comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.
6. Maintain a safe and clean facility by performing thorough checks for damage, graffiti or loss. Report damage or any incident to the COUNTY.
7. Collect fees for services which are based on a sliding scale for such residents of Tooele County, requesting short-term counseling, up to 6 sessions. Services shall be provided to such residents that are Medicaid eligible.

A. The parties hereto mutually agree that:

1. Term of Agreement. The term of this agreement shall be effective as of January 1, 2012 and shall expire on December 31, 2014. The agreement may be renewed annually at the discretion of both parties giving notice 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. Indemnification.

a. It is understood and agreed that the MANAGING PARTNER, its officers, agents, employees or representatives are independent MANAGING PARTNERS 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 MANAGING PARTNER, its officers, agents, employees or representatives during the course or performance of this agreement. The MANAGING PARTNER 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 of negligence in the performance of the MANAGING PARTNER'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 the MANAGING PARTNER 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 MANAGING PARTNER, 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 MANAGING PARTNER, 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.

3. 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 of 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, or freight embargoes due to the above causes.

4. 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.

5. 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.
6. 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

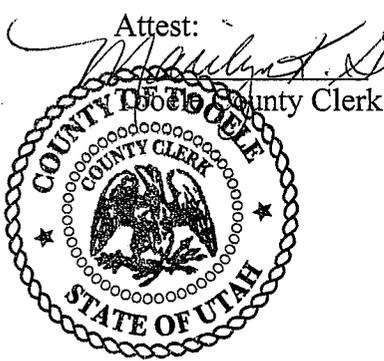
If to the MANAGING PARTNER, to:
Debra Falvo, R.N., C., MPA
Valley Mental Health
5965 S. 900 E.
Salt Lake City, Utah 84121

Or to such representatives or at addresses as the parties may designate from time-to-time by giving notice in accordance with this provision.

7. 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.
8. 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



Maureen K. Sallett County Clerk *Colleen Johnson* Chairman, Tooele County

VALLEY MENTAL HEALTH, INC.

By *[Signature]*
Executive Director

STATE OF UTAH

COUNTY OF SALT LAKE/TOOELE

On the 11 day of January, 2012 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

