



RISK MANAGEMENT DEPARTMENT
Fort Bend County, Texas

Wyatt O. Scott
Director

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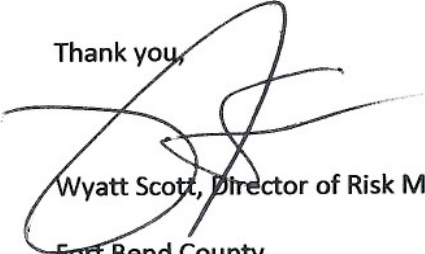
To the Honorable Members of Commissioners Court, Fort Bend County

Re: Termination of the United Behavioral Health Group Enrollment Agreement for Assess and Refer Employee Assistance Program

Members of Commissioners Court,

Risk Management requests Commissioners Court to terminate the annually renewed January 1, 2001 Assess and Refer Employee Assistance Program agreement with United Behavioral Health. The contract provision found in the Addendum to the Group Enrollment Agreement under Term section I. subsection 1.03, requires that the County provide sixty (60) days written notice to United Behavioral Health in order to terminate the contract. We request termination of the agreement to be effective November 30, 2012 at 12:00 am, midnight.

Thank you,



Wyatt Scott, Director of Risk Management
Fort Bend County

**UNITED BEHAVIORAL HEALTH
GROUP ENROLLMENT AGREEMENT
ASSESS AND REFER EMPLOYEE ASSISTANCE PROGRAM**

By and Between

UNITED BEHAVIORAL HEALTH

And

Fort Bend County

DATED:

01/11/02

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ASSESS AND REFER EMPLOYEE ASSISTANCE

PROGRAM

GROUP ENROLLMENT AGREEMENT

WITH

UNITED BEHAVIORAL HEALTH
425 MARKET STREET, 27TH FLOOR
SAN FRANCISCO, CA 94105

Group Name: _____
Group Number: _____

State of Issue: California
Effective Date: 1/1/02

RECITAL

In consideration of the payment of premiums in accordance with the terms and provisions of this Group Enrollment Agreement (hereinafter referred to as the "Agreement"), United Behavioral Health (hereinafter referred to as the "Company"), a California Corporation, and Fort Bend County (hereinafter referred to as the "Group"), hereby agree that the Company shall provide or arrange for the provision of an Assess and Refer Employee Assistance Program(s) (as hereinafter defined and referred to as "EAP") in accordance with the terms and conditions of this Agreement to members as hereinafter defined.

ARTICLE I. DEFINITIONS**1.1 Assessment and Referral:**

"Assessment and Referral" means a professional evaluation of problems, needs and resources, based on a meeting or meetings between a Participating Provider and a Member and/or a Member's family. The purpose of assessment and referral is to help a Member understand problems and needs, set goals, and specifically identify what options are available for subsequent treatment or resolution.

1.2 Behavioral Disorder:

"Behavioral Disorder" means a pathological state of mind producing clinically significant psychological (including, but not limited to, affective, cognitive, and behavioral) or physiological symptoms (illness) together with impairment in one or more major areas of functioning (disability) wherein EAP services can reasonably be anticipated to result in improvement.

1.3 Clinical Necessity:

"Clinical Necessity" means the services requested by a Participating Provider are justified, resulting in the certification of care. Services that have Clinical Necessity are those which, as determined by the Company, are:

- 1.3.1 Services consistent with the symptoms and signs of the Member's Behavioral Disorder, Psychological Injury or Substance Abuse, as described in the Company's guidelines for level of care, on file at the Company;
- 1.3.2 Not solely for the convenience or preference of the Member, or his/her health care provider; and
- 1.3.3 The least restrictive and least intrusive appropriate supply or level of service, which can be safely provided to the Member.

Services, supplies, accommodations and other items will not automatically be considered to have Clinical Necessity because they were prescribed by a Practitioner.

1.4 Consultative Services:

"Consultative Services" means those services provided by the Company's internal training department to the Group that incorporate a variety of approaches to effective employee management including needs analysis, human resource policy development, group facilitation, mediation of interpersonal and interdepartmental conflicts, and employee and management training and development programs.

1.5 Critical Incident Stress Debriefings:

"Critical Incident Stress Debriefings" ("CISD") means those services coordinated through the Company's internal intake department, which provide rapid, on-site intervention in response to any crisis or tragedy affecting the workplace. Specially trained debriefers conduct sessions, which are educational in focus and help Members understand how to process the normal emotional, mental and physical reactions commonly experienced after a critical incident.

1.6 Dependent:

"Dependent" means an individual who is a member of a Subscriber's Family and who is eligible and enrolled in accordance with all applicable requirements of the Group and this Agreement.

1.7 Employee Assistance Program:

"Employee Assistance Program" (EAP) means an organized outreach and intervention Assessment and Referral program to identify and assist individual employees and Dependents who are experiencing personal problems, including Behavioral Disorders, Substance Abuse and/or Psychological Injury, which currently and/or predictably effect work performance.

1.8 Management Referral:

"Management Referral" means the process through which managers/supervisors of the Group suggest or recommend employees seek assistance in resolving any problems that may be impacting the employee's job performance. This process involves the manager/supervisor contacting the Company and advising the Company that it was suggested the employee see a Participating Provider.

1.9 Member:

"Member" means a Subscriber or a Dependent.

1.10 Participating Provider:

"Participating Provider" means a Provider who has entered into a contract with the Company to provide services to Member.

1.11 Provider:

"Provider" means a person who is qualified and duly licensed or certified by the state in which located to practice the healing arts when such an individual is acting within the scope of his/her license or certification.

1.12 Psychological Injury:

"Psychological Injury" means damage to a person inflicted by a traumatic event or chronic exposure to adverse situations wherein EAP services can reasonably be anticipated to result in improvement.

1.13 Subscriber:

"Subscriber" means an employee who is eligible and enrolled in accordance with all requirements of the Group, and on whose behalf the Group has made Premium payments.

1.14 Substance Abuse:

"Substance Abuse" means a condition of psychological and/or physiological dependence or addiction to alcohol or psychoactive drugs or medications, which results in functional (physical, cognitive, mental, affective, social or behavioral) impairment wherein EAP services can reasonably be anticipated to result in improvement.

1.15 Training:

"Training" means those services provided to the Group by the Company's internal training department. Training includes, but is not limited to, behavioral health seminars designed to build personal awareness in Members and encourage individual responsibility in facing one's own problems and management development designed to help managers build the skills to improve both interpersonal and organizational effectiveness in relating to employees.

ARTICLE II. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective on the first day of January, 2002, at 12:01 a.m. Pacific Time and shall remain in effect for an initial period of twelve (12) consecutive months, ending on the last day of December, 2002, (the "Initial Term").

After the Initial Term, this Agreement shall automatically renew from year to year for additional twelve (12)-month periods ("Subsequent Terms") on the same terms and conditions unless terminated by either party in accordance with Article VII; provided, however, that the Company reserves the right to change the Premium Rate Schedule in accordance with Article III and any other term or condition of this Agreement upon thirty-one (31) days prior written notice to the Group.

ARTICLE III. PREMIUMS

3.1 Premium Rate Schedule:

Type of Service	Total Monthly Premiums
a) Employee Assistance Program: Up to <u>six (6)</u> Assessment and Referral sessions per Member per calendar year with a Participating Provider	\$ <u>2.10</u> per Subscriber
b) Training, Consultative Services and Critical Incident Stress Debriefings ("CISD")-- The Company shall provide: <u>0</u> hours of Training, Consultative Services and/or CISD Training and Consultative hours are deducted for on-site time only; CISD hours are deducted for on-site time and travel time	Expenses for travel, hotels and car rental, etc. will be billed additionally
c) Additional Training, Consultative Services, and/or CISD services are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time.	Training: \$125.00/hour Consultation: \$150.00/hour CISD: \$200.00/hour Travel Time: \$100.00/hour Expenses for travel, hotels and car rental, etc. will be billed additionally.

3.2 Premium Due Date and Payments:

The first day of a month of coverage hereunder is the "Premium Due Date." The Group agrees to remit to the Company on or before the Premium Due Date the applicable Total Monthly Premium set forth immediately above, for each Subscriber enrolled as of such date as determined by the Company by reference to the Company Member records. If such Premium payment is not made in full by the Group on or prior to the Premium Due Date, a thirty-one (31) day grace period shall be granted to the Group for payment without interest charge. Premium payments, which remain outstanding subsequent to the grace period, shall be subject to a late penalty charge of 1.00% for each thirty-one (31) day period or portion thereof which the Premium remains outstanding. In addition, coverage of the Subscriber whose Premium is unpaid may be terminated by the Company pursuant to Article VII. Only Members for whom payment is received by the Company shall be eligible for the EAP hereunder, and then only for the period covered by such payments. If this Agreement is terminated for any reason, the Group shall continue to be held liable for all Premium payments due and unpaid at the time of such termination including, but not limited to, all applicable Premium payments and late penalty charges for any time the Agreement was in force during a grace period.

3.3 Premium Adjustments:

In the event that a Subscriber is enrolled hereunder on or before the fifteenth (15th) day of a month, the Group agrees to remit to the Company on or before the next Premium Due Date an additional Premium for such Subscriber for the month in which the Subscriber is enrolled. In the event that a Subscriber is enrolled hereunder after the fifteenth (15th) of the month, no Total Monthly Premium is due. In the event that a Subscriber is terminated hereunder on or before the fifteenth (15th) day of a month, no Total Monthly Premium is due for such Subscriber for the month. In the event that a Subscriber is terminated after the fifteenth (15th) of a month, the Total Monthly Premium is due for such Subscriber for that month. The Group may offset any subsequent Premium payment by any amount paid on behalf of a Subscriber terminating on or before such fifteenth (15th) day. The Group must identify on the monthly remittance, the number of Subscribers that are being offset for such month.

3.4 Premium Rate Changes:

The Company may change the Premium Rate Schedule at the end of the Initial Term and during any Subsequent Term by giving no less than thirty-one (31) days prior written notice to the Group. The Premium Rate Schedule shall not be revised more often than one (1) time at the end of the Initial Term or during any Subsequent Term. Notwithstanding the foregoing, if a change in this Agreement is necessitated by a change in applicable law or regulations or in the interpretation of applicable law or regulations by a court of competent jurisdiction or by any governmental body which has authority to regulate either party or the subject matter of this Agreement, and if such change results in an increase of the Company's risk or expenses under this Agreement, or if there is a material change in the number of eligible Subscribers in the Group, the Company may change the schedule of Premium payments at any time upon thirty-one (31) days prior written notice to the Group. Any such change shall not be taken into account in determining whether the limit of (1) change per Initial Term or Subsequent Term has been reached.

ARTICLE IV. ELIGIBILITY

4.1 Eligible Members:

Subscribers of the Group and their Dependents shall be those persons who meet the eligibility criteria set forth by the Group.

4.2 Member Effective Dates of Coverage:

Subject to Group's payment of the applicable Premium for each Subscriber, as set forth in Article III, and subject to the Group's submission to the Company prior to the first day of each month of a list containing the name of each Member eligible to receive services, coverage under this Agreement shall become effective for said Member(s) on the date specified by the Group.

4.3 Ineligible Members:

If, upon a Member becoming ineligible, the Group fails to notify the Company of such Member's ineligibility and the Group has made or continues to make the Premium payments specified herein for such Member, such payment(s) will be credited by the Company to Group, provided the Group gives the Company notice of the ineligibility no later than ninety (90) days after the date eligibility ceased, and provide that the Company has not performed services for the Member after the Member's eligibility ceased and before the Company received timely notice of ineligibility.

ARTICLE V. RESPONSIBILITIES OF THE GROUP

5.1 Offering Coverage:

The Group shall offer the Company's EAP to all Subscribers and Dependents of the Group or to a designated unit or units of eligible subscribers and Dependents as agreed to by the Company and Group.

5.2 Listing of Members:

On a monthly basis, the Group shall furnish the Company, in a manner approved by the Company, a listing of all eligible Members and a listing of each Member who has been added or deleted that month, including the effective date of each such enrollment or disenrollment, and such other information as may reasonably be required by the Company for the administration of the Company's EAP. In addition, the Group shall permit the Company, at reasonable times, to examine the Group's pertinent records with respect to eligibility and Premium payments hereunder.

5.3 Compensation of Company:

The Group shall compensate the Company in accordance with the Premium Rate Schedule set forth in Article III.

ARTICLE VI. RESPONSIBILITIES OF THE COMPANY**6.1 Assess and Refer Employee Assistance Program:**

The Company shall provide the following services in accordance with the EAP:

- 6.1.1 Referral to Participating Providers for up to six (6) sessions per Member per calendar year based on Clinical Necessity
- 6.1.2 Referral to community resources
- 6.1.3 Annual program needs assessment and recommendation
- 6.1.4 EAP implementation support, including EAP orientations designed to acclimate the Member to the EAP
- 6.1.5 Twenty-four hour toll-free telephone access
- 6.1.6 Management support services, including Management Referrals
- 6.1.7 Legal consultation services
- 6.1.8 Financial consultation services

6.2 Telephone "Help Line":

The Company shall make available a "Help Line" with access to trained counselors for the Group and Members through the Company's toll-free telephone line. Such counselors shall be made available twenty-four hours a day, seven days a week.

6.3 Participating Provider Network:

The Company shall enter into arrangements with Providers in order to arrange for the EAP services available to Members. The Company makes no warranty or representation to the Group or to Members regarding the continued availability of any particular Participating Provider to a particular Member or to Members in general.

- 6.3.1 The Company shall perform a review of the credentials, licensure and experience of Participating Providers.
- 6.3.2 The Company shall provide written notice within a reasonable time to a Member of the termination or breach of a contract with the Company by, or inability to perform of, any Participating Provider, if that Member may be materially and adversely affected by such termination, breach or inability to perform.
- 6.3.3 The Company shall be responsible for compensating Participating Providers for Covered Services provided to eligible Members in accordance with the requirements of this Agreement and the requirements of any contract between the Company and the Provider. All contracts between the Company and Participating Providers provide that, in the event the Company fails to pay the Participating Provider for Covered Services for which the Company is financially responsible, no Member shall be liable to the Participating Provider for such nonpayment.

6.4 Newsletter, Brochures and Manager Reference Guide:

The Company agrees to provide one brochure that describes the EAP for every eligible Subscriber. The Company shall provide a mutually agreed upon number of posters. The Company shall provide a sample Manager Reference Guide relating to the Company's behavioral health programs for use by Group managers. The Company shall provide the Group with a camera-ready copy of a newsletter to be distributed by the Group to Members concerning issues relating to the treatment of Behavioral Disorders, Psychological Injuries and Substance Abuse.

6.5 Training and Consultative Services:

The Company shall provide Training and Consultative Services upon thirty (30) days prior notification by the Group for scheduling purposes. Annual Training and Consultative Service hours are based on Subscriber count and do not carry over from term to term. Additional Training and Consultative Services are available on a fee-for-service basis as described in Section 3.1.

6.6 Critical Incident Stress Debriefings ("CISD"):

The Company shall coordinate Critical Incident Stress Debriefings through its internal intake department, in response to any crisis or tragedy affecting the workplace. Debriefings are conducted within twenty-four (24) to forty-eight (48) hours after an incident occurs, based on the individual circumstances surrounding the incident. Annual Training hours may be used to cover the cost of this on-site service. Critical Incident Stress Debriefing services are also available on a fee-for-service basis as described in Section 3.1.

6.7 Record Keeping:

The Company shall establish and maintain a record-keeping system concerning the services to be performed hereunder. All such records shall be the property of the Company and shall be available for inspection by the Group at any time during normal business hours at the offices of the Company, upon reasonable prior notice and subject to appropriate written authorization consistent with applicable law for release of clinical information.

6.8 Statistical Reports:

The Company shall provide standard statistical summaries of program activities at no charge. Upon request of the Group and for an additional fee, the Company shall provide, within a time period mutually agreed to by both parties, ad hoc or non-standard specialized reporting of data regarding the services outlined in this Agreement.

6.9 Insurance:

The Company shall comply with the following insurance requirements:

- 6.9.1 **Professional Liability Insurance:** The Company will obtain and maintain professional liability insurance with minimum limits of Five Million Dollars (\$5,000,000) for any one claim, and Five Million Dollars (\$5,000,000) in the aggregate for the policy year. In the event that such coverage is "claims made" coverage, it shall be maintained for at least three (3) years following termination of this Agreement.
- 6.9.2 **General Liability Insurance:** The Company will obtain and maintain commercial general liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate for bodily injury and property damage.
- 6.9.3 **Worker's Compensation and Employers Liability:** The Company will obtain and maintain worker's compensation insurance coverage, even if such coverage is elective, for itself and its employees in compliance with applicable state requirements. Employers Liability will be maintained at limits of not less than \$100,000.

ARTICLE VII. TERMINATION**7.1 Termination at Will:**

This Agreement may be terminated for any reason by either party upon giving thirty-one (31) days written notice to the other party prior to the end of the Initial Term or any Subsequent Term.

7.2 Termination for Cause by the Company:

The Agreement may be terminated for cause by the Company:

- 7.2.1 Immediately upon written notice to the Company, in the event of insolvency or bankruptcy of the Group;
- 7.2.2 On the sixteenth (16th) day following written notice to the Group, if any payment required to be made by the Group is not received by the Premium Due Date, subject to the thirty-one (31)-day grace period provided for in Section 3.2; and
- 7.2.3 Upon prior written notice to the Group, in the event of the Group's material breach of any term or condition of this Agreement if such breach shall remain uncorrected for a period of thirty-one (31) days following written notice of such breach.

7.3 Termination for Cause by the Group:

This Agreement may be terminated for cause by the Group:

- 7.3.1 Immediately upon written notice to the Company, in the event of insolvency or bankruptcy of the Company; and
- 7.3.2 Upon prior written notice to the Company, in an event of the Company's material breach of any term or condition of this Agreement if such breach shall remain uncorrected for a period of thirty-one (31) days following written notice of such breach.

ARTICLE VIII. GENERAL PROVISIONS**8.1 Compliance With Applicable Law:**

The parties shall perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and shall cooperate with each other as reasonably required to assist each other in such compliance.

8.2 Relationship of Parties:

None of the provisions of this Agreement is intended or shall be deemed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative, or joint venturer of the other. This Agreement is between the Company and the Group, and does not create any rights or legal relationship between the Company and any of the Members under the Group's health insurance program.

8.3 Nondisclosure and Confidentiality:

Neither the Company nor the Group shall release any information regarding the terms set forth in this Agreement to any person or entity without the prior written consent of the other, except such information as may be necessary to disclose to agents, affiliates, attorneys, accountants, governmental regulatory agencies, or Members in order to carry out the terms of this Agreement. Except as otherwise required by applicable law or provisions of this Agreement, the Company and the Group shall keep confidential, and shall take the usual precautions to prevent the unauthorized disclosure of any and all records required to be prepared or maintained in accordance with this Agreement.

8.4 Amendments:

This Agreement may be amended at any time by the mutual written consent of both parties.

8.5 Waiver:

The waiver by either party of any breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of this Agreement.

8.6 Severability:

If any clause, sentence, provision, or other portion of this Agreement is, or becomes, illegal, null, void, or unenforceable for any reason, or is held by a court of competent jurisdiction to be so, the remainder of this Agreement shall remain in full force and effect.

8.7 Assignment:

Neither the Company nor the Group may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld. The Group acknowledges that persons and entities under contract or affiliated with the Company may perform certain services under this Agreement. The Group acknowledges that assignment by the Company of all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by or under common control with the Company shall not require the Group's prior written consent.

8.8 Governing Law:

The validity and interpretation of this Agreement and the rights and obligations of the parties under this Agreement shall be governed by the laws of the State of California.

8.9 Notice

All notices required by this Agreement shall be in writing and shall be sent by first-class mail or hand-delivered to the parties at their respective addresses set forth below. The date a notice is mailed or hand-delivered shall be considered the effective date of the notice.

To the Company: United Behavioral Health
425 Market Street, 27th Floor
San Francisco, CA 94105
Attn: Contract Administration

To the Group: Fort Bend County
County Purchasing Agent
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Attention: Gilbert D. Jalomo

8.10 Disputes and Indemnification:

8.10.1 The Company shall defend, hold harmless and indemnify the Group against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by the Group that arises out of negligence or intentional wrongdoing of the Company or Company's officers and employees.

8.10.2 The Group and participating companies shall defend, hold harmless and indemnify the Company from all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by the Company that arises out of the negligence or intentional wrongdoing of the Group or the Group's officers and employees.

8.11 Member Records:

The Company and the Group shall maintain the confidentiality of any information relating to Members in accordance with any applicable statutes and regulations. No Member identifying information obtained as a result of providing services to Members under this Agreement shall be shared with third parties including Group, unless the Member consents to the disclosure of such information or as otherwise permitted under applicable law.

8.12 Arbitration:

Any dispute or controversy arising out of an alleged breach of this Agreement by either or both parties shall be submitted to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect before an arbitrator appointed by the American Arbitration Association. The costs of the arbitration shall be borne equally by the parties to the dispute. Each party shall be responsible for its own legal fees unless such fees are otherwise allocated by the arbitrator. The decision of the arbitrator shall be binding upon the parties to the dispute and the arbitrator's ruling shall be enforceable by any court of competent jurisdiction. The arbitrator shall have

no power to award any punitive damages or exemplary damages or to ignore or vary the terms of this Agreement and shall be bound by controlling law.

8.13 Entire Agreement:

This Agreement, including the documents attached hereto and herein referenced, contains the entire agreement between the parties with respect to the subject matter of this Agreement and supercedes all prior agreements and understandings, written or oral, between the parties with respect to the same subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date referenced on the first page of this Agreement.

United Behavioral Health
a California Corporation
(the "Company")

Fort Bend County

By: 
Authorized Signature

By: 
Authorized Signature

Print Name: Kathryn Dougherty

Print Name: James C. Adolphus

Title: Director, Contracts

Title: County Judge

Date: January 9, 2002

Date: 12-4-01

STATE OF TEXAS §
COUNTY OF FORT BEND §

ADDENDUM TO GROUP ENROLLMENT AGREEMENT
BETWEEN FORT BEND COUNTY
AND UNITED BEHAVIORAL HEALTH

THIS ADDENDUM, entered into by and between **Fort Bend County**, a body corporate and politic, and **United Behavioral Health**, a California corporation authorized to conduct business in the State of Texas.

WITNESSETH:

THAT WHEREAS, the parties have entered into a 'Group Enrollment Agreement,' a copy of which is attached as Exhibit "A," incorporated by reference the same as if fully set forth verbatim herein; and,

WHEREAS, the parties desire to amend, add to or delete certain terms thereof;

NOW THEREFORE, the parties agree that the following terms shall apply in addition to or in lieu of the terms of the 'Group Enrollment Agreement.'

I.

TERM

- 1.01** The term of this Agreement shall commence on January 1, 2002, through December 31, 2002.
- 1.02** This Agreement shall not automatically renew. This Agreement may renew, subject to express written agreement
- 1.03** This Agreement may be terminated by Fort Bend County by providing sixty (60) days written notice to United Behavior Health at the address stated below.

II.

TAXES

Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

III.

HOLD HARMLESS AND INDEMNIFY

The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to defending, indemnifying, holding or saving harmless for any reason are hereby deleted. The penalties and remedies provided by agreement do not limit common law remedies of tort, contract, or equity, including a suit for damages, injunction, or mandamus.

IV.

CONFIDENTIAL INFORMATION

To the extent, if any, that any provision in the Agreement (Exhibit "A") is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that United Behavioral Health, its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General. Under no circumstances is United Behavioral Health, authorized to release any material or information obtained or developed in the performance of services under this Agreement without the express prior written permission of Fort Bend County.

V.

ARBITRATION

Fort Bend County is in favor of and promotes alternative dispute resolution methods. However, Fort Bend County retains all rights and remedies provided by law. Fort Bend County does not agree to resolve any and all disputes by binding arbitration arising from or in relation to this agreement and transaction.

VI.

MISCELLANEOUS

6.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. In the event of suit to enforce this Agreement, venue shall lie in Fort Bend County, Texas.

6.02 In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.03 United Behavioral Health shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

6.04 The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

6.05 Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

6.06 The services provided under this agreement by United Behavioral Health shall not be assigned without prior written consent of Fort Bend County, except to its affiliates.

6.07 If there is a conflict between this Addendum and Exhibit "A," the provisions of the Addendum shall prevail.

VII.

NOTICES

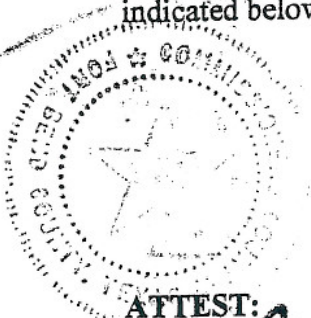
Any and all notices or communications required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, as follows:

To County:	County Judge Fort Bend County 301 Jackson, Suite 719 Richmond, Texas 77406
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To: United Behavioral Health
425 Market Street, 27th Floor
San Francisco, CA 94105

Copy to: Gilbert Jalomo, Purchasing Agent
500 Liberty St., Suite 212
Richmond, Texas 77469

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.



FORT BEND COUNTY

By: *J. C. R.*
James C. Adolphus, County Judge

Date: 12-4-01

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

UNITED BEHAVIORAL HEALTH

By: *K. Dougherty*
Authorized Agent - Signature

Printed Name: Kathryn Dougherty


Title: Director, Contracts

Date: JANUARY 9, 2002

ATTEST:

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 37,800.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


County Auditor

MER: United Behavioral Health.EAP.agr. 3510(010202)