

AGREEMENT FOR SERVICES

#556-PHD1106

COUNSELING SERVICES

for the

COLLABORATIVE JUSTICE DRUG COURT PROGRAM GRANT

NEW MORNING YOUTH & FAMILY SERVICES, INC.

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and New Morning Youth & Family Services, Inc., a California Nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (hereinafter referred to as "Contractor") whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667;

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a contractor to provide counseling and ancillary support services for high risk youth participating in the Collaborative Justice Drug Court Program, and counseling and ancillary support services for family members of these youths when appropriate; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services by Contractor is in the public's best interest, is more economically and feasibly performed by outside independent Contractors, and is authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

- A. Contractor will provide assessment, individual and group counseling, outpatient therapy, and drug testing services to youths who have been ordered into Juvenile Drug Court, as well as to family members of these youths. The County reserves the right to make the final decision on whether or not a youth will participate in Juvenile Drug Court and the appropriate treatment services to be provided.
- B. With prior County approval, Contractor may provide or purchase residential services and ancillary support services for youths who have been ordered into Juvenile Drug Court, as well as family members of these youths. Ancillary services eligible for payment include, but are not limited to: incentives, transportation, education/tutoring, job training, childcare, utilities, housing, clothing, health/dental, and tattoo removal. In addition, the County may direct Contractor to provide specific ancillary services, and the Contractor shall do so upon receiving written instruction from the County.
- C. Contractor shall work collaboratively with the case management team to determine the level and type of services that are appropriate for youths and their family members. The case management team consists of participants determined by the County and may include the Public Health Department's Program Coordinator, the Juvenile Probation Officer, the Judge or Commissioner and contracted Substance Abuse Counselors.
- D. Contractor shall designate an experienced alcohol and drug counselor with specialized training in working with juvenile alcohol and drug issues to deliver the required services.
- E. Contractor shall manage a caseload for the program not to exceed 25 participants (youths and/or family) members during the term of the contract.
- F. Contractor shall provide information necessary for the case management team to assess the progress of participants and prepare any reports requested by the collaborating agencies or grantor, the Judicial Council of California.
- G. Contractor shall assist the El Dorado County Public Health Department in meeting all the requirements of the Scope of Work of the Collaborative Justice Drug Court Grant, and shall agree to adjustments in the Scope of Work of this Agreement as necessary to meet the requirements of the Grant.

ARTICLE II

Term: This Agreement is effective July 1, 2006 through June 30, 2007.

ARTICLE III

Compensation for Services: Payment for drug treatment services for the term of the contract shall not exceed \$7,000.00 unless the County prior authorizes, in writing, the redirection of ancillary funds for treatment services. Payment for ancillary support services shall not exceed \$400.00 for the term of the contract, unless the County prior authorizes, in writing, the redirection of treatment funds for ancillary services. (Note: the prior authorization form included as Attachment 2 may be used for this purpose.) The total maximum payment to Contractor during the term of this Agreement shall not exceed \$7,400.00.

Payment for drug treatment, residential, and ancillary services shall be monthly in arrears based on a consolidated invoice for all services provided. All services shall be billed at cost.

Invoices and all supporting documentation shall be sent to the El Dorado County Public Health Department, AOD Treatment Division, 941 Spring Street, Suite 3, Placerville, CA 95667 no later than the 10th of each month following the date of service or purchase. Contractor shall use the County approved invoice form (*Attachment 1*). Supporting documentation shall accompany all invoices and shall correspond to the month covered by the invoice. Supporting documentation shall include copies of receipts, time studies, signed prior authorization forms for residential and/or ancillary support services (*Attachment 2*), client summary reports (*Attachment 3*), and/or any other documentation necessary to substantiate the services or purchases shown on the invoice.

The drug treatment services eligible for payment under this contract are: assessment, individual and group counseling, outpatient therapy, drug testing, and residential treatment. Ancillary support services eligible for payment include, but are not limited to: incentives, transportation, education/tutoring, job training, childcare, utilities, housing, clothing, health/dental, and tattoo removal. Youths who are participating in the Collaborative Justice Drug Court Program, as well as their family members, are eligible to receive drug treatment services and/or ancillary support services.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be identified and delivered and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Debarment and Suspension Certification: By signing this agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Order 12549 Debarment and Suspension, 29 C.F.R. Part 98. Section 98.510. This section provides that Contractor, to the best of its knowledge and belief, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- D. Have not within a three year period preceding this agreement had one or more public transactions (federal, State or local) terminated for cause of default.
- E. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

ARTICLE VII

Drug Free Work Place: By signing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Work Place Act of 1990 (Gov. Code ~ 8350, et seq.), and will provide a drug-free work place by taking the following actions:

- A. Publish a drug-free policy statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place, and specifying the actions that will be taken against employees for violations of the prohibitions, as required by Gov. Code Sections 8355 and 8355(a).
- B. Establish a drug-free awareness program as required by Gov. Code Section 8355(b) to inform employees about all of the following:

1. the dangers of drug abuse in the work place;
 2. the person or organization's policy of maintaining a drug-free work place;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Gov. Code Section 8355 (c), that every employee engaged in the performance of the grant:
1. Be given a copy of the Contractor's drug-free policy statement; and
 2. As a condition of this Agreement, agree to abide by the terms of the aforementioned statement.

ARTICLE VIII

Standards of Conduct:

- A. General Assurance – Contractor will take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to secure personal, financial or political gain. The Contractor, its executive staff and employees, in administering this agreement, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- B. Conducting Business Involving Relatives – No relative by blood, adoption, or marriage of any executive or employee of Contractor, will receive favorable treatment when considered for enrollment in services provided by, or employment with, Contractor.
- C. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

ARTICLE IX

Property: All property, finished or unfinished documents, data, studies and reports prepared or purchased by Contractor under this agreement, will be disposed of in accordance with the direction of County. In addition, any tools and/or equipment furnished to Contractor by County and/or purchased by Contractor with funds pursuant to this Agreement, will be limited to use within the

activities outlined in this Agreement and will remain the property of County. Upon termination of this Agreement, Contractor will immediately return such tools and/or equipment with a fair market value over \$5,000 to County or dispose of them in accordance with the direction of County.

ARTICLE X

Records:

- A. Contractor will perform reporting duties as prescribed by County for clients served under this Agreement.
- B. Any records pertinent to this Agreement retained by Contractor shall be available to County for five years from the date of final payment of this Agreement. If, at the end of five years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit.
- C. County and/or the Judicial Council of California (Grantor), or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by County of the adequacy of the services performed, accuracy of invoices and financial record keeping, timeliness of responses and a general impression of the competency of the firm and its staff.

ARTICLE XI

Conflicts: Contractor will cooperate in the resolution of any conflict with the Grantor which may:

- A. Occur from the activities funded under this Agreement.
- B. In the event of a dispute between County and Contractor over any part of this agreement, the dispute may be submitted to non-binding arbitration upon the consent of both County and Contractor. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

ARTICLE XII

Confidentiality Requirements:

- A. Contractor shall conform to and monitor compliance with all State and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; Welfare and Institutions Code, Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code; and Title 22, California Code of Regulations, Section 51009.

- B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Title 42, Code of Federal Regulations, Part 2; Welfare and Institutions Code, Section 14100.2; Health and Safety Code, Section 11977; and Title 22, California Code of Regulations, Section 51009.
- C. Prior to providing any services pursuant to this Agreement, all employees, subcontractors, and volunteer staff or interns of Contractor shall agree, in writing, with Contractor to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services.

ARTICLE XIII

HIPAA: Under this Agreement, Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Exhibit A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XIV

Audits:

- A. This Agreement shall be subject to the examination and audit of the State Auditor for a period of five years after final payment.
- B. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors.
- C. Contractor must allow representatives of the County access to any and all records needed for contract monitoring and audit purposes. Contractor agrees to participate in site visits and/or audits as requested by the County or the County's authorized representative(s). Site visits and audits may be conducted for the purpose of programmatic and/or fiscal review.
- D. County and/or auditors performing monitoring or audits of Contractor or its sub-contracting service providers will immediately report to County any incidents of fraud, abuse or other criminal activity in relation to this agreement.
- E. To address specified areas that differ for sub-recipients who are either local government or non-profit entities, the State, when auditing each agreement, will apply OMB Circular A-133 to both governmental entities and non-profit organizations, 29 C.F.R.97 to local government entities, and 29 C.F.R.95 to non-profit entities.

- F. Prior to the termination of this Agreement, Contractor will submit to County the findings of the most recent audit of its financial system. Within 45 days of the commencement of services, Contractor will submit to County verification by a Certified Public Accountant that its financial accounting systems are adequate to satisfy federal and State audit requirements per Federal Register, 20 C.F.R., Section 627.480, Final Rules and Regulations, dated September 2, 1994.

ARTICLE XV

Disallowed Costs: Except to the extent that State legislation permits or will permit County to assume liability, Contractor will be liable for and will repay to County any amounts (including, but not limited to disallowed costs) expended under this Agreement found not to be in accordance with the provisions of the Judicial Council of California directives, policies, procedures and amendments issued pursuant thereto. Such repayment shall be from funds (non-federal), other than those received under the grant.

ARTICLE XVI

Nondiscrimination In Employment:

- A. Contractor certifies compliance with California Government Code, Section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related to the development, implementation and maintenance of a nondiscrimination program. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor will ensure that qualified applicants have equal opportunity for employment, and that qualified employees have equal opportunity during employment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship.

- B. Contractor agrees to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246. Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC 794).
- C. Contractor shall give written Notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

- D. In the event of non-compliance with Subparagraph A or B of Article XVI or as otherwise provided by State and Federal law, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts involving State or federal funds.

ARTICLE XVII

Nondiscrimination In Services, Benefits And Facilities:

- A. Contractor certifies under the laws of the State of California that the Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability. Contractor shall make its program accessible to persons with disabilities. Contractor shall operate in accordance with State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- B. For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: denying a participant any service or access to service, or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- C. Complaint Process – Contractor shall furnish all clients with written notice of their right to file complaints alleging discrimination in the delivery of services. This notice shall inform clients that:
1. Complaints may be filed with the County Administrator or the U.S. Department of Health and Human Services, Office of Civil Rights.

2. In those cases where the client's complaint is filed initially with the Office of Civil Rights (Office), the Office may proceed to investigate the complaint, or the Office may request that the County Administrator conduct the investigation.
 3. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged discrimination and, if not satisfied with the decision, may file an appeal with the Office.
- D. Accessibility – If the Contractor employs more than 15 staff members, it must:
1. Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses federal or state accessibility laws or regulations.
 2. Designate at least one employee as the person responsible for: 1) implementing an internal accessibility program to ensure persons with disabilities have access to the Contractor's facility; and 2) receiving and resolving complaints that allege violation of federal or state accessibility laws or regulations.
- E. Retaliation - Neither Contractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or State law.

ARTICLE XVIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its

employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any liability hereunder. Further, County may give notice of cancellation of this Agreement in the event funding from the Grantor is reduced or eliminated, and such notice shall specify the effective date of contract termination.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXI

Other Funding Grant Stipulations:

- A. Non-Duplication of Grant-Funded Expenditures - The Contractor certifies that there are no ongoing or completed projects with the State, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Contractor agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.
- B. Conflict of Interest - Contractor certifies to the following: Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject

area as the proposed contract within the twelve (12) month period of his or her separation from state service.

ARTICLE XXII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part and for any reason by giving the Contractor written notice of intent to terminate seven (7) calendar days prior to the effective date of the termination. If such termination is effected, County will pay for satisfactory services rendered prior to the effective date as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXIII

Indemnity: To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages

of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any

other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XXV

Interest of Public Official: No official or employee of County who exercises any functions or

responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXVII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVIII

Taxpayer Identification / Form W9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification."

ARTICLE XXIX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, Certified, Return Receipt Requested.

Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

NEW MORNING YOUTH & FAMILY SERVICES, INC.
6765 GREEN VALLEY ROAD
PLACERVILLE, CA 95667
ATTN: DAVID ASHBY, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XXXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health Services, or successor.

ARTICLE XXXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: _____

Date: _____

NEW MORNING YOUTH & FAMILY SERVICES, INC.

By: _____

Date: _____

David Ashby, Executive Director
New Morning Youth & Family Services, Inc.
A California 501(c)(3) corporation