

ORIGINAL

AGREEMENT FOR SERVICES #386-S0511

THIS AGREEMENT made and entered 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 and Family Services, Inc., a California non-profit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide therapeutic counseling services and shelter "as requested" for Clients referred to by the Human Services Department; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special 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 these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as 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: Contractor shall provide therapeutic counseling services and shelter as requested by County. Services shall include, but not be limited to, individual psychotherapeutic counseling to assist with social, psychological, chemical addiction, and/or medical problems.

Whenever possible, therapy shall be provided by a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), providers licensed by the Board of Behavioral Sciences, or other certified parties, as appropriate. If service is delegated to an intern, the individual must be pre-licensed and all assignments must be under the direct supervision of licensed or certified staff.

Contractor shall attend court sessions when subpoenaed by County and shall participate in multidisciplinary team meetings, as requested.

Services shall be provided during Contractor's normal business hours and days. Contractor shall only begin services for a specific client upon receipt of written authorization from the County caseworker. Contractor shall secure prior approval from the caseworker before making changes to the authorized treatment plan, including type of therapy and number/frequency of sessions. The County will not pay for sessions that have not been pre-approved.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years from date thereof.

ARTICLE III

Compensation for Services: For authorized services provided herein, County agrees to pay Contractor monthly in arrears. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services."

For the purposes hereof, the maximum counseling billing rate¹ shall be:

Service	Maximum Hourly Rate	
	LCSW or MFT	Intern
Individual Therapy ²	\$70/person	\$45/person
Family Therapy ³	\$70/session	\$45/session
Group Therapy ⁴	\$35/person	\$25/person
Court Reports	\$70/hour (two hour maximum per report)	\$45/hour (two hour maximum per report)

¹ If it is determined the client has private insurance which covers the service, Contractor shall bill the appropriate insurance carrier. If the client's insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill the County for the difference. If the client has no insurance for the service, Contractor shall bill the County at the rate set forth in this Agreement.

² Contractor shall submit a single monthly invoice for each individual, noting the dates of service, the name of the individual treated, the type of treatment (individual therapy), the number of hours of service for each date, and the rate.

³ Contractor shall submit a single monthly invoice for each family, noting the dates of service, the names of the family members treated, the type of treatment (family therapy), the number of hours of service for each date, and the rate. Billing will be at the set hourly rate for the family unit, not per person.

⁴ Contractor shall submit a separate, single monthly invoice for each participant for whom the County has requested service, noting the date(s) of service, the name of the individual treated, the type of treatment (group therapy), the number of hours of service for each date, and the rate.

Court reports shall be prepared upon request of the County. Authorized court appearances or multidisciplinary team meetings shall be paid at the individual therapy rate for time actually spent in the courthouse or in the meeting. The County will only pay Contractor for court appearances when Contractor is subpoenaed by County.

The County will not pay for "no shows," cancellations, telephone calls, or preparation of initial assessments or bi-monthly progress reports. Contractor shall verbally inform the caseworker immediately, at no charge to County, of appointment no-shows, cancellations, or urgent concerns directly affecting the client's treatment plan.

Initial Assessment – Within 21 days of the client's initial visit, Contractor shall provide the caseworker, at no charge to County, with a written initial assessment and treatment plan, indicating the type of therapy to be utilized and recommended number/frequency of sessions.

Bi-Monthly Progress Reports – No later than thirty (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to County, with a brief written progress report outlining the primary issues being addressed with each client, his/her progress, and ongoing treatment goals (see Exhibit "B", marked "Bimonthly Client Progress Report, incorporated herein and made by reference part hereof). If an alternate progress report is used, all fields noted on Exhibit "B" are mandatory.

Court Documents – Upon request by County, Contractor shall provide the caseworker, at the rate shown above, with comprehensive written reports for use in court.

Contractor shall submit all written reports to the caseworker at the appropriate address below:

Department of Human
Services
3057 Briw Road
Placerville CA 95667

Telephone (530) 642-7300
Fax (530) 626-9060

Job One OneStop
4535 Missouri Flat Road,
Suite 1A
Placerville CA 95667

Telephone (530) 642-5505
Fax (530) 642-5539

Department of Human
Services
981 Silver Dollar
South Lake Tahoe CA 96150

Telephone (530) 573-4300
Fax (530) 541-2803

Job One OneStop
1029 Takela Drive, Suite 3
South Lake Tahoe CA 96150

Telephone (530) 543-6740
Fax (530) 543-6737

The maximum shelter rate shall be the monthly rate (\$1,454.00) prorated by the number of nights each client actually stays with Contractor.

Payment shall be made within thirty (30) days following County receipt and authorization of approved invoice(s). An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit "A" marked "Sample Invoice," incorporated herein and made by reference a part hereof. Contractor shall bill County using the sample invoice, or a similar invoice, containing the same necessary and pertinent billing information. Contractor shall submit only original invoices. Photocopied or faxed invoices will not be accepted. Contractor shall ensure only billing information is included on the invoice. Information related to clients' diagnosis, prognosis, or treatment is not permitted on the invoice.

The total of this Agreement shall not exceed \$100,000.00 for the two (2) year period.

ARTICLE IV

Confidentiality: The Contractor shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all request for disclosure of such information not originating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Contractor shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations promulgated thereunder.

ARTICLE V

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 VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in 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 VII

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 VIII

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 IX

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 for 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 further liability hereunder.

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 X

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 at 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 on 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 seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates 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 XI

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 and return receipt requested.

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

COUNTY OF EL DORADO
HUMAN SERVICES DEPARTMENT
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: JOHN LITWINOVICH, 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 XII

Indemnity: The 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 prescribed 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 XIII

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 Workers' 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 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 the 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 the following 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 workers' 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 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 the protection of the County.

ARTICLE XIV

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 XV

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 XVI

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 XVII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

California Forum and Law: 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 XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is John Litwinovich, Human Services Director, or successor.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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.

REQUESTING DEPARTMENT CONCURRENCE:

By: John Litwinovich Dated: 6/16/05
John Litwinovich, Director
Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 6/28/05

By: Charlie Paine
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: [Signature] Date: 6/28/05
Deputy Clerk

-- CONTRACTOR --

Dated: 8/1/05

NEW MORNING YOUTH & FAMILY SERVICE, INC.
A CALIFORNIA CORPORATION

By: [Signature]
David Ashby
Executive Director
"Contractor"

SAMPLE INVOICE

EXHIBIT "A"

Only original invoices will be accepted. Please make copies for your records, if necessary.

Service Month: _____ Invoice Number: _____ Caseworker: _____

Business / Owner Name: _____ Telephone Number: _____

Business Address: _____

Remit-To Address (if different): _____

Does the client/participant have insurance that covers all or a portion of the billed rate? Yes No

1 Service Date	2 Client/Participant Name (Service Provided to)	3 Type of Service	4 Number of Hours or Sessions	5 Agreement Rate	6 Rate Billed to Insurance	7 Difference between Columns 5 and 6	8 Total Billed to El Dorado County DHS (Column 4 x 7)
INVOICE TOTAL							

Service provided by _____ Licensed Intern

Authorized Signature _____ Date _____

West Slope Vendors,
send invoice to:

East Slope Vendors,
send invoice to:

El Dorado County
Dept. of Human Services
Attn: Accounting Unit
3057 Briw Road
Placerville, CA 95667

El Dorado County
Department of Human Services
981 Silver Dollar Avenue
South Lake Tahoe, CA 96150

12/20/04 kmc

For County Use Only

Program Expense Authorization

Vendor ID#: _____ Logged In: ___/___/___ By: _____

Program & Index Code (Circle One) Employment & Training 530533

CPS 503350

Sub Object: 4323 4324 4332 4341 5014

User Code: 50Y018 or 50Y130 EA End Date: ___/___/___ Other: _____

Case Name: _____ DOB: ___/___/___

Approvals:

Social Worker: _____ Date: ___/___/___

Supervisor: _____ Date: ___/___/___

Program Manager: _____ Date: ___/___/___

Director: _____ Date: ___/___/___

EXHIBIT "B"

El Dorado County Bimonthly Client Progress Report

Provider's Name _____

Address _____

Telephone Number _____ Fax Number _____

Client's Name _____

Social Worker's or Employment & Training Worker's Name _____

Dates of sessions since last report (please indicate no shows by writing "N/S" next to the date)

Assessment, goals, and treatment plan

Progress since last report

Please complete a progress report on each client referred by the El Dorado County Department of Human Services bimonthly. Send this report to the appropriate office:

Department of Human
Services
3057 Briw Road
Placerville CA 95667

Telephone (530) 642-7300
Fax (530) 626-9060

Job One OneStop
4535 Missouri Flat Road,
Suite 1A
Placerville CA 95667

Telephone (530) 642-5505
Fax (530) 642-5539

Department of Human
Services
981 Silver Dollar
South Lake Tahoe CA 96150

Telephone (530) 573-4300
Fax (530) 541-2803

Job One OneStop
1029 Takela Drive, Suite 3
South Lake Tahoe CA 96150

Telephone (530) 543-6740
Fax (530) 543-6737

Provider's Signature

Date