

RUSH

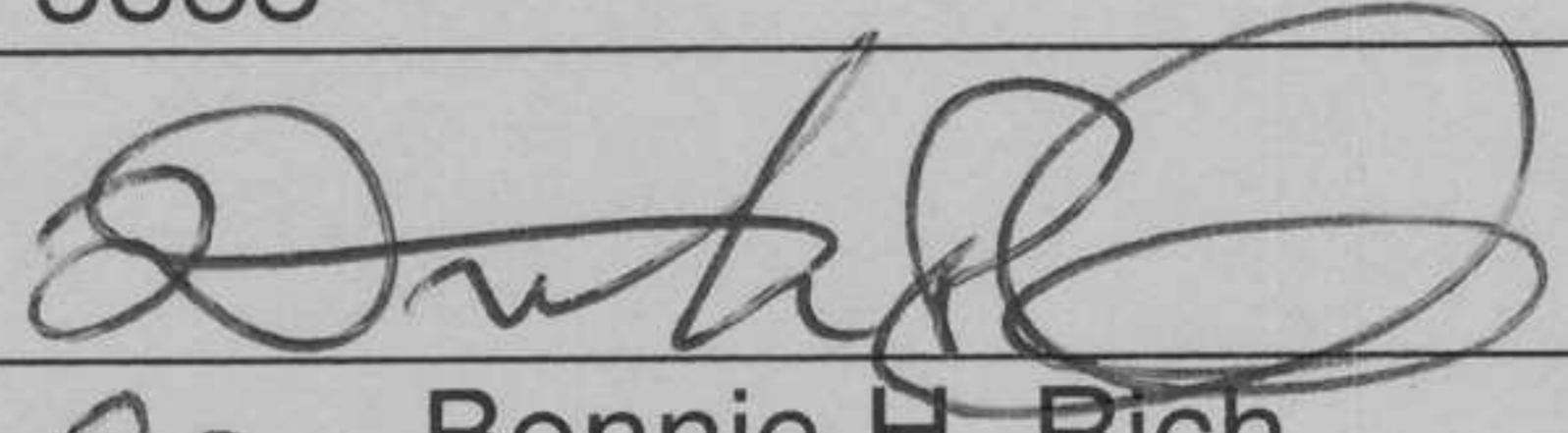
Contract #: 011-S0611 Amendment I

CONTRACT ROUTING SHEET

Date Prepared: 8/20/07

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
 Dept. Contact: Dustin Bailey
 Phone #: 5833
 Department Head Signature: 
 For Bonnie H. Rich

CONTRACTOR:

Name: Sierra Child and Family Service
 Address: 6692 B Merchandise Way
Diamond Springs, CA 95619
 Phone: 530-626-2586

2007 AUG 20 PM 4:48
 DORADO COUNTY COUNSEL

CONTRACTING DEPARTMENT: Mental Health

Service Requested: Individual and Group Counseling
 Contract Term: Expires 6/30/07 Amendment Value: \$75,000.00
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 8-24-07 By: Carlynn
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
 DATE 08/21/07
 ATTORNEY Ed Krupp
 DEPT. INDEX NO. 02600
 BY: Alto

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 8/27/07 By: J. Costello
 Approved: _____ Disapproved: _____ Date: _____ By: _____

*All insurance except WC expired 8/1/07.
 Do not proceed with contract services until
 proof of updated coverage is secured.
 updated insurance secured.*

07 AUG 27 AM 10:02
 RECEIVED
 HUMAN RESOURCES DEPT

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT FOR SERVICES #011-S0611 AMENDMENT I

This Amendment I to that Agreement for Services #011-S0611, 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 Sierra Family Services, a division of Sierra Boys Ranch, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6692-B Merchandise Way, Diamond Springs, CA 95619, and whose licensed community care facility is located at 4300 Forni Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide therapeutic behavioral services to County-authorized minors with serious emotional problems on an "as requested" basis for the Department of Mental Health, in accordance with Agreement for Services #011-S0611, dated June 14, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increase the compensation by \$75,000.00 without extending the term, hereby amending **ARTICLE III - Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XVI - Notice to Parties** and **ARTICLE XXIII - Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXVIII - County Business License**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #011-S0611 shall be amended a first time as follows:

ARTICLE III

Compensation for Services: Contractor shall not charge any patients or third party payors any fee for service unless directed to do so in writing by the County Mental Health Director at the time the patient is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate actual cost.

Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Uniform Method of Determining Ability to Pay, for all patients unless directed otherwise by the County Mental Health Director.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible patients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from County Mental Health Director or the Director's designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XVIII hereof. County may provide retroactive authorization when special circumstances exist, as determined by the County Mental Health Director or the Director's designee.

In accordance with Title 9, California Administrative Code, Section 563, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of patients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Mental Health Director or designee. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Mental Health Director or designee.

Contractor shall provide County an annual legal entity Cost Report, as prescribed by State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than ninety (90) days after termination of this Agreement. In addition to the annual Cost Report, Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due County.

Final settlement will not exceed the Statewide Maximum Allowable (SMA) rate for each type of service, and will be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's total maximum obligation. If the SMA rate is adjusted during the contract term, the final settlement must not exceed the adjusted SMA rate. Contractor shall not claim expenditures to County, which are not reimbursable pursuant to applicable federal, State, and County laws, regulations and requirements. Any payments made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submittal of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Exhibit "A", marked "Program Description".

Total amount of this Agreement, as amended, shall not exceed \$475,000.00, inclusive of all expenses.

Audit Exceptions: Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Agreement.

Contractor also agrees to pay to the County within 30 days of demand by County the full amount of the County's obligation, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

ARTICLE XVI

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 addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: DARRYL KECK, CHILDREN'S SERVICES PROGRAM MANAGER

or to such other location as the County directs.

SIERRA FAMILY SERVICES
6692-B MERCHANDISE WAY
DIAMOND SPRINGS, CA 95619
ATTN: BARRY HARWELL

1. The location of the Contractor directs

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Darryl Keck, Children's Services Program Manager, Mental Health Department, or successor.

ARTICLE XXVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Except as herein amended, all other parts and sections of that Agreement #011-S0611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Darryl Keck Dated: 9-7-07
Darryl Keck
Children's Services Program Manager
Mental Health Department

Requesting Department Head Concurrence:

By: John Bachman Dated: 9/10/07
John Bachman
Director
Mental Health Department

/

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #011-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

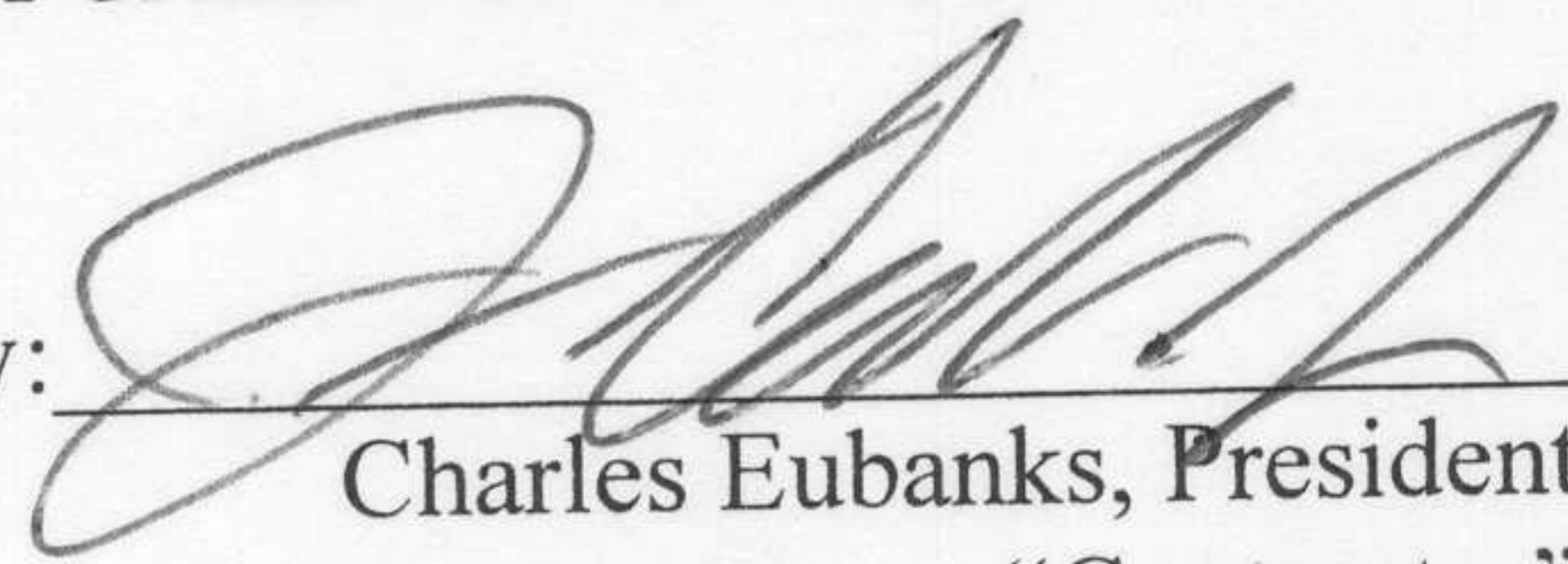
ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 9/23/07

SIERRA FAMILY SERVICES,
A DIVISION OF SIERRA BOYS RANCH,
A CALIFORNIA CORPORATION

By: 
Charles Eubanks, President
"Contractor"

By: 
Corporate Secretary

Dated: 9/23/07

COPY

8

AGREEMENT FOR SERVICES #011-S0611

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 Sierra Family Services, a division of Sierra Boys Ranch, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6692-B Merchandise Way, Diamond Springs, CA 95619, and whose licensed community care facility is located at 4300 Forni Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has obtained twenty-four hour residential services for County-authorized minors with serious emotional problems (hereinafter referred to as "Clients") from Contractor under a separate agreement with El Dorado County Human Services Department; and

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide therapeutic behavioral services to County-authorized minors with serious emotional problems on an "as requested" basis for the Department of Mental Health; and

WHEREAS, such agreements are authorized and provided for by the provisions of Section 5608 of the Welfare and Institutions Code; 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 provisions of these services provided by Contractor are 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 agrees to furnish licensed facilities, personnel and services necessary to provide the services set forth in Exhibit "A" marked "Program Description", incorporated herein and made by reference a part hereof. Between 5:00 p.m. on Friday and 9:00 a.m. on Monday, a five-hour minimum service is required. A one-hour minimum service is required on weekdays.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2005 through June 30, 2007.

ARTICLE III

Compensation for Services: Contractor shall not charge any patients or third party payors any fee for service unless directed to do so in writing by the County Mental Health Director at the time the patient is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate estimated actual cost.

Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Uniform Method of Determining Ability to Pay, for all patients unless directed otherwise by the County Mental Health Director.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible patients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from County Mental Health Director or the Director's designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XVIII hereof. County may provide retroactive authorization when special circumstances exist, as determined by the County Mental Health Director or the Director's designee.

In accordance with Title 9, California Administrative Code, Section 563, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of patients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Mental Health Director or designee. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Mental Health Director or designee.

Contractor shall provide County an annual legal entity Cost Report, as prescribed by State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than ninety (90) days after termination of this Agreement. In addition to the annual Cost Report, Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due County.

Final settlement will not exceed the Statewide Maximum Allowable (SMA) rate for each type of service, and will be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's total maximum obligation. If the SMA rate is adjusted during the contract term, the final settlement must not exceed the adjusted SMA rate. Contractor shall not claim expenditures to County, which are not reimbursable pursuant to applicable federal, State, and County laws, regulations and requirements. Any payments made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submittal of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Exhibit "A", marked "Program Description".

Total amount of this Agreement shall not exceed \$400,000.00 for the two-year period, inclusive of all expenses.

Audit Exceptions: Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Agreement.

Contractor also agrees to pay to the County within 30 days of demand by County the full amount of the County's obligation, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

ARTICLE IV

Clinical Review/Program Evaluation: The County Mental Health Director or designee shall represent the County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of the County, including authorization for admission, care, and discharge of all County responsible patients for whom reimbursement is provided under this Agreement.

Contractor shall permit personnel designated by the County Mental Health Director on its premises for the purpose of making periodic inspections and will furnish the County Mental Health Director with such information as the Director may require to evaluate fiscal and clinical effectiveness of the services being rendered.

Formal evaluation of the program will result in a written report to the Contractor within fifteen (15) working days of the conclusion of the evaluation.

Any report that results from a site visit will be submitted to the Contractor within fifteen (15) working days of the site visit. Contractor may submit a written response within fifteen (15) working days of receipt of report and such response will be part of the official report.

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

Applicable Laws and Regulations: Contractor shall provide services in accordance with all applicable State and Federal statutes, regulations, and case law, including but not limited to Title XIX of the Social Security Act and Titles 9 and 22, California Administrative Code, hereinafter referred to as "Code", as well as all future changes or amendments to each of the preceding, and the State of California Department of Mental Health Cost Reporting/Data Collection System, as it pertains to Negotiated Rate contracts, and Short-Doyle Medi-Cal policies, as defined in DMH Letters and Cost Report instructions.

Contractor will, in cooperation with County, comply with Sections 5718(a)(1) of California State Welfare and Institutions Code and obtain a certification of patient's eligibility for mental health services under the California Medical Assistance Program.

Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, County of El Dorado, and all other appropriate governmental agencies, and agrees to maintain these licenses and/or permits in effect for the duration of this Agreement. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Agreement by County.

ARTICLE VIII

Confidentiality: The parties to this Agreement will comply with applicable laws and regulations, including but not limited to Section 5328 et seq. And Section 14100.2 of the Welfare and Institutions Code and Title 42, CFR, Section 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regarding the confidentiality of Client information.

The identities of patients and the complete medical records of the patients shall remain the sole and exclusive property of County and shall not be disclosed by Contractor or any of its employees, and are subject to the new electronic transmission format standards required by HIPAA.

The Contractor will protect from unauthorized disclosure, names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. The Contractor will not use identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

The Contractor will not disclose, except as otherwise specifically permitted by state and federal laws and regulations or this Agreement, or authorized by the Client, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with state and federal laws.

For purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual.

ARTICLE IX

Nondiscrimination: Consistent with the requirements of applicable federal or state law, the Contractor will not engage in any unlawful discriminatory practices in the admission of Clients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

The Contractor will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a Client.

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE X

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. Any assignment or delegation of this Agreement in absence of County's express written consent will be void.

ARTICLE XI

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 XII

Records/Inspection and Audit: Contractor shall maintain proper clinical and fiscal records relating to patients served under the terms of this Agreement, as required by the County Mental Health Director, the State Department of Mental Health, and all applicable State and Federal statutes and regulations.

Records on each individual patient shall include but not be limited to admission records, diagnostic studies and evaluations, patient interviews and progress notes, and records of services provided by the various professional personnel, and such records shall be maintained in sufficient detail to make possible an evaluation of services provided and to meet State Department of Mental Health claiming requirements. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment under this Agreement, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonable have information related to such records.

Contractor shall make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination or copying by the County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the State's fiscal year in which this Agreement was in effect.

Contractor shall keep and maintain accurate accounting records of its salaries and employee benefit costs, operating expenses, and revenues received from any source during the period of this Agreement. Such books and records shall be open to inspection at any reasonable time by the County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives for at least four years after the final claim for services rendered under terms of this Agreement has been paid by County, or until audit findings are resolved. The Department of Health, Education and Welfare and the State Department of Health Services shall have the same rights of inspection for Medi-Cal services.

Contractor will allow the County, the State Department of Mental Health Services, the State Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect, evaluate and audit any and all books, records, and facilities maintained by the Contractor and subcontractors, pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement, including work papers, reports, financial records and books of account, Client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time

during the period of this Agreement, the Contractor will furnish any such record, or copy thereof, to the State Department of Mental Health Services or Health and Human Services. Authorized agencies will maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

Statistical records shall be maintained as required by the County Mental Health Director and the State Department of Mental Health on forms furnished by said Department or by the County. All statistical data or information requested by the County Mental Health Director shall be provided by Contractor.

All reports, information, data, work product, findings, and conclusions furnished to or collected, prepared, assembled, and/or made by Contractor and Contractor's agents under this Agreement ("Work Product") shall be the property of the County, shall be confidential until County makes the Work Product available for public inspection, and shall not be made available by the Contractor to any person or entity or published by the Contractor without the prior written authorization of the County.

The Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the Agreement (Government Code, section 8546.7), and shall be subject to the examination and audit of the State of California Auditor General for a period of three years after final payment under this Agreement.

ARTICLE XIII

Unusual Occurrences: Contractor shall report unusual occurrences to the County Mental Health Director or the Director's designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

Unusual occurrences are to be reported to the County within five (5) calendar days of event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

1. Complete written description of event including outcome;
2. Written report of Contractor's investigation and conclusions;
3. List of persons directly involved and/or with direct knowledge of event.

The County and the State of California, Department of Mental Health, retain the right to independently investigate unusual occurrences with the cooperation of the Contractor.

ARTICLE XIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County's obligations under this Agreement are contingent upon the availability of Bronzan-McCorquodale Act funds for reimbursement of the State's share of County expenditure. It is the intent of the parties that the County shall not be obligated to Contractor for more than it receives in State reimbursement and the minimum statutory obligation of County share funds as specified in Division 5, Welfare and Institutions Code. Consequently, in the event that State

reimbursement is terminated or reduced, this Agreement may be terminated or be proportionately reduced accordingly, upon County's written notice to Contractor.

In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between Contractor and County, Contractor shall declare to County any and all accounts receivable for Short Doyle/Medi-Cal and other County-responsible patients and assign to County billings to all patients and/or payors for services rendered patients for which claims have been or are being made to County for reimbursement.

ARTICLE XV

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.

- E. Should the County or the California State Department of Mental Health make a determination that Contractor is not complying with the requirements of law or State regulations in regards to staffing requirements or services resulting in loss of reimbursement to County for contract expenditures to Contractor, this Agreement shall be void and of no force and effect whatsoever from the date the County or State make the foregoing determination which results in loss of reimbursement.

ARTICLE XVI

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 addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: JENNIFER HAYWORTH

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA FAMILY SERVICES
6692-B MERCHANDISE WAY
DIAMOND SPRINGS, CA 95619
ATTN: BARRY HARWELL

or to such other location as the Contractor directs.

ARTICLE XVII

Indemnity: The Contractor shall defend, indemnify and hold the County and the State of California, its Officers, agents, and employees 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) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. The Contractor shall defend, indemnify, and hold the State of California and Clients harmless against any claims, suits, losses, or demands for payment of any kind under this Agreement in the event County cannot or will not pay for services rendered by Contractor under this Agreement. This duty of Contractor to indemnify and save the County and State harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

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 Employer's 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. For the purposes of this Agreement, autos will not be used.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- 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 Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 Risk Management 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 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 Risk Management, as essential for protection of the County.

ARTICLE XIX

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 XX

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 XXI

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, certify 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 XXII

Taxpayer Identification Number (Form W-9): All independent Consultants 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 XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement, as designated by the Mental Health Director for administrative purposes, is Jennifer Hayworth, Department Analyst, Mental Health Department, or successor.

ARTICLE XXIV

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 XXV

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 XXVI

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 XXVII

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.

Contract Administrator Concurrence:

By: Jennifer Hayworth Dated: 4/15/05
Jennifer Hayworth, Dept. Analyst
Mental Health Department

Requesting Department Head Concurrence:

By: B Wasserman Dated: 4/15/05
Barry Wasserman, Interim Director
Mental Health Department

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

-- COUNTY OF EL DORADO --

Dated: 6/14/05

By: Charlie Paine
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature] Dated: 6/14/05
Deputy Clerk

-- CONTRACTOR --

Dated: _____

SIERRA FAMILY SERVICES, A DIVISION OF SIERRA BOYS RANCH,
A CALIFORNIA CORPORATION

By: [Signature]
Charles Eubanks, President
"Contractor"

Dated: 5/24/05

By: [Signature]
Corporate Secretary

EXHIBIT A

Program Description

{July 1, 2005}

Contractor: Sierra Family Services

Contractor Services: Contractor is providing 24-hour residential services under separate agreement with County. Other services to be provided:

- Individual, Group, and Collateral therapy as requested by County
- 24-hour crisis response to children and families referred under the SB 163 wraparound project and System of Care Youth (SOC)
- Family Specialist Services as identified and referred by County (wraparound service)
- Therapeutic Behavioral Aid (TBA) as identified by County
- Case Management/Plan Development Services as specified by County
- Medication Support Services
- Equine Assisted Psychotherapy

Executive Director: Barry Harwell

Corporate Status: Non-profit

Incorporated: YES

Owner's Name:

Address: 6692B Merchandise Way
Diamond Springs, CA 95619

Telephone: (530) 626-2589 ext 101

Officers,
Board of Directors: Charles Eubanks, Matt Corosua, Bill Cody, Nicole Hager, Wayne Henderson, Herb Angel.

ITEMS APPLICABLE TO ALL SERVICES:

Hours for
Services: Seven days a week, 24 hours a day

Geographic Area: El Dorado County

Program Model:

Wraparound will utilize a family-centered practice model aimed at enhancing family (birth, extended, foster) strengths and resources in order to minimize risk, ensure safety, improve functioning and assist and support families in caring for their children. It will be a comprehensive, integrated service program designed to meet the needs of the children and adolescents who:

1. Have a serious emotional disturbance; and
2. Are either at imminent risk for group home level 10 or higher placement or are returning from a level 10 or higher group home placement.

Underlying the service model is a set of best practice principles that focus on:

- Assessing family, child and community strengths
- Promoting a shift from professionally-centered to family-centered practice
- Caring provided in the context of home and community, whenever possible
- Viewing families as partners with access, voice and choice
- Providing services that are culturally competent, tailored to family culture, values, strengths and preferences
- Blending of formal and informal resources
- Making a commitment to unconditional services planning and provision

Goals of Program:

1. To assist children to maintain in their current placements, avoid placement in a more restrictive setting, and return to a more normal and less restrictive setting within the shortest amount of time possible.

2. To assist emotionally disturbed children to gain the social and functional skills necessary for age-appropriate development and social integration.

3. To assist parents and other primary caregivers to gain a comprehensive understanding of the social and psychological needs of their children and develop the skills necessary to support their children's development and eventual return to the family home and community.

Objectives:

1. To provide the most effective treatment plan for children, tailored to meet each child's abilities and needs, and geared toward improving their capacity for success in their home and school environments.

2. To reduce the frequency and severity of maladaptive behaviors that interferes with home, school and community adjustment and replace these behaviors with positive productive skills.

3. To develop each child's capacity to function as an independent individual commensurate with developmental age. Skills in this area include decision-making, problem-solving, and the use of good judgment and reasoning.

4. To increase each child's ability to assume responsibility for participation in the treatment process. This includes the ability to identify and understand one's current problems, as well as the recognition of one's own role in the self-management of emotional disorders.

5. To increase each child's ability to assume responsibility for participation in the treatment process. This includes the ability to identify and understand one's current problems, as well as the recognition of one's own role in the self-management of emotional disorders.

6. To prepare and support family member/primary caregivers for healthy involvement in their children's treatment, improve parenting skills, and enhance the level of functioning within the family system.

Services Provided:

A. Medication Support Services

Prescribing, administering, dispensing and measuring of psychiatric medications or biological agents necessary to alleviate the symptoms of serious emotional disturbance in children enrolled in the Day Treatment Intensive Program. Medication Support Services are provided by staff consistent with scope of practice regulations.

Medication Support Services include:

1. Evaluation of the need for medication
2. Plan development
3. Evaluation of clinical effectiveness and side effects of medication
4. Obtaining informed consent
5. Medication education (including discussing risks, benefits, and alternatives with parents or other primary caregivers)
6. Prescribing, dispensing, and administering of psychiatric medications and related laboratory tests

B. Mental Health Services: Contractor agrees to furnish licensed facilities, personnel and services necessary to provide residential and/or group home services for severely mentally disordered minors pursuant to the Bronzan-McCorquodale Act on an "as requested" basis for the Department of Mental Health. Services shall include, but not be limited to, psychiatric supervision, rehabilitative therapy, psychological monitoring, recreational activities, pre-placement planning, and centralized program support. Services shall be provided as directed by the client's case manager. County agrees to provide reasonable mental health and/or social services support as necessary for Contractor to complete services in a satisfactory manner.

C. Therapeutic Behavioral Services: Contractor agrees to furnish all space, facilities, equipment and supplies necessary to provide TBS to County-authorized minors with serious emotional problems who are experiencing a stressful transition of life crisis and who need additional short term support to prevent placement in a higher level of residential care or to enable placement in a less restrictive level of care. Contractor's staff shall provide individualized one-on-one behavioral assistance and on-on-one interventions to accomplish outcomes specified in the written Treatment Plan approved by the County. Contractor shall provide services in accordance with applicable letters, regulations, and policies issued by the State Department of Mental Health including, but not limited to, Information Notice #99-03-subject: "Therapeutic Behavioral Services" dated July 23, 1999.

Contractor shall obtain prior written authorization from the County Mental Health Director or designee before admitting any County-responsible Client to its TBS program. County shall appoint a County Liaison who shall provide Contractor with a completed authorization form prior to each Client admission to the TBS program.

D. Individual Rehabilitation Services, Collateral or Group Services: Provided by the Family Specialist. Children and families to be identified and authorized for each service by the County. If approved, the Family Specialist can bill for group services:

- Social and life skill building, collaterally with parents, school, and other significant people in child's life
- Multiple family and parent support activities, including transportation
- Mentoring and coaching support activities
- Assisting families to access community resources

- Parenting and behavior management skills, family problem-solving, counseling, and daily living skills
 - Other tasks as compared to the functions of TBA services
 - Transition and Independent learning services
- E. Family Therapy, Plan Development** by a Masters level staff member as authorized by the MHP
- F. 24 hour telephone crisis response:** Contractor will provide response and intervention within 30 minutes time by Master level staff.
- G.** County will identify whether SOC, EPSDT or SB 163 funding shall be used. Contractor's representative shall participate in the SB 163 Wrap Core Team network meetings and CROSS SYSTEMS TEAM.

Reports:

1. Contractor shall submit to County's Mental Health Director or designee, weekly written progress reports, data collection reports and expenditure reports in the time, form and manner required by County.
2. Contractor shall submit on or before August 15 or 45 days following the termination of this Agreement, whichever comes first, to County's Mental Health Director or designee, a written Final Activity Report which shall include, but not be limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Agreement.

Contractor agrees to furnish professional personnel in accordance with the regulations, including any future changes or amendments thereto, issued by the State Department of Mental Health or the County Mental Health Director. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by Code for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable requirements of Code and any amendments thereto. Contractor agrees to make available to County on request a list of persons by name, title, professional degree, State license number (if applicable), and experience who are to provide such services.

Cultural
Competency:

Contractor shall be responsible for using applicable staff resources to provide bilingual/bicultural services. The Contractor shall be responsible for providing services to non-English speaking clients in their own language. The Contractor shall be responsible for providing services that incorporate the cultural background of the client. This requirement takes into consideration the language, family structure, religion, and belief system of the client.

Records of Service:

Records of services provided by the various professional disciplines shall also contain all of the data necessary in reporting to the State Department of Mental Health and, in addition, such other records as may be required by the County Mental Health Director on forms and the Director may prescribe. All clinical records will conform to Medi-Cal requirements and standards.

Confidentiality of client records shall be assured in accordance with the provisions of Welfare and Institutions Code Section 5328.

In the event of unanticipated discharge, Contractor shall give notice to the child's family and County placement staff prior to the actual discharge. Facility shall attempt to assist the County and family/primary caregiver in an orderly transfer, providing notice of impending discharge in advance if possible.

Coordination of
Services with
County:

The County designated Contract Administrator will be the primary liaison between the County and Contractor for the purpose of administering this Agreement. Programmatic, child-specific coordination will occur between County placement staff and Contractor.

Quality Assurance
And Utilization
Review:

Contractor shall comply with policies established by the County Quality Management Plan, including utilization controls, and State Department of Mental Health Letters and Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

Evaluation:

Contractor shall provide County with a complete description of the methodology and procedure used to evaluate its programs. Contractor shall participate in the State Department of Health mandated Children's Performance Outcomes System, the County

Children's System of Care evaluation program and other County evaluation activities deemed necessary by the County Mental Health Director.

Compensation:

All Services provided by Contractor shall have prior written authorization by the County Mental Health Director of designee. All compensation for services shall be based on actual costs as determined by the Contractor yearly cost report and shall not exceed the Statewide Maximum Allowable (SMA) rate as determined by the State Department of Mental Health.

Provisional Rates:

County shall pay Contractor the provisional rates for the following services:

Mental Health Services	1.50	per minute
Mental Health Case Management	1.50	per minute
Mental Health Medication Support Services	3.00	per minute
Day Rehabilitation, full day		per day
Day Treatment Intensive, full day		per day
Therapeutic Behavioral Services (TBS)	0.75	per minute
Family Specialist	1.75	per minute
Psychological Testing	2.44	per minute
Equine Assisted Psychotherapy		
Individual	2.00	per minute
Family/Group	2.00	per minute
Group	2.00	per minute