

AGREEMENT FOR SERVICES #6372
AMENDMENT I
Emergency Shelter Care

This First Amendment to that Agreement for Services #6372, is 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 and Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations, Section 501 (c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 6767 Green Valley Rd, Placerville, California 95667, (mailing address: 6765 Green Valley Rd, Placerville, California 95667); (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide emergency shelter care services on an “as requested” basis for clients referred by the County of El Dorado Health and Human Services Agency, in accordance with Agreement for Services #6372, dated June 22, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as “Agreement”);

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of Expiration Date for two (2) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XXIII, Conflict of Interest**, and adding Exhibit C, marked “California Levine Act Statement” incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXVIII, Executive Order N-6-22 – Russia Sanctions** to include updated contract provisions; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #6372.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

1) **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to provide emergency shelter care and associated services which may include therapeutic counseling, psychotherapy, and related services (service,) on an “as requested” basis to clients (Client) referred by County’s Health and Human Services Agency (HHS).

A. Professional License Requirements:

1. Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), licensed Marriage and Family Therapist (MFT), Licensed Professional Clinical Counselor (LPCC) or Psychologist whose license has been issued and is regulated by the State of California, or as amended by California Department of Consumer Affairs, Board of Behavioral Sciences. Certified and Registered Counselors also may provide substance abuse counseling services, per California Code of Regulations Title 9, Chapter 8, Section 13000 et seq. Said license(s) must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the State licensing or certifying agency.
 - a. The California Department of Consumer Affairs, Board of Behavioral Sciences and the California Department of Consumer Affairs, Board of Psychology do not have reciprocity with any other state licensing board. Therefore, any LCSW, MFT, LPCC, or Psychologist who is providing HHS approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
 - b. Counselors who are Certified, Registered, or Licensed in other States must comply with California Code of Regulations Title 9, Chapter 8, Section 13030 regarding reciprocity.
 - c. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor’s employees’ professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand.
 - i. Within five (5) business days of formal accusations, citations, revocations, suspensions, stayed revocations or suspensions, probation, voluntary or mandatory surrender of license, or formal public reprimand, Contractor shall provide County with copies of Court accusations and/or dispositions relating to Contractor or Contractor’s employee’s license.

- ii. Contractor shall provide initial and ongoing proof of compliance with probationary stipulations.
2. Interns: Effective January 1, 2018, in accordance with Business and Professions Code, Section 4980.09, “interns” shall be called “associates.” If any service is delegated to an intern or associate (including, but not limited to Associate Marriage and Family Therapist, Registered Associate Marriage and Family Therapist, Associate Professional Clinical Counselor, or Registered Associate Professional Clinical Counselor), the intern or associate must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor ,or Marriage and Family Therapist as described above. No intern or associate shall be the sole author of any written initial visit report or any other report that pertains to Client or Client’s treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, LPCC, or MFT.

B. Services: When requested via HHSAA Authorization, Contractor shall provide services including but not limited to the following:

1. Emergency Shelter Care (ESC) Services - Upon request by County, ESC shall be provided for short-term, temporary placement ensuring that the physical and emotional safety of the individual is addressed to provide trauma-informed care. Clients shall be furnished with room and board, care and supervision, clothing, personal incidentals, recreation, transportation, education, social services, nurturing, care, therapeutic counseling services, medical and/or psychological treatment, supervised visitations, trainings, etc. in order to comply with court ordered services, or as determined by Client’s Social Worker to be suited to meet Client’s needs. When requested, New Morning will provide 1:1 staffing during identified periods of time to support the client specific needs in an effort to maintain the youth in placement.

Responsibility of County:

- a. Share all pertinent information about Client, including relevant social, medical, and educational history, behavior problems, court involvement, parental, sibling and family member(s) or relative visitation plans, and other specific characteristics of Client with Contractor before placement, and shall share additional information when obtained. When initially placing a child into foster care or kinship care, and within 48 hours of any subsequent placement of that child, the placing agency shall provide to the child’s caretaker the following:
 - i. Prescribed medications for the child that are in the possession of the placing agency, with instructions for the use of the medication,
 - ii. Information regarding any treatments that are known to the placing agency and that are in effect for the child at the time of the placement,
 - iii. Known available existing issues relevant to the child that may jeopardize the health and safety of the foster child or foster family or alter the manner in which foster care should be administered,

- iv. Behavioral issues which may affect the care and supervision of the child,
 - v. Known or suspected dangerous behaviors as listed on the DCS 156.1 PROPENSITY OF DANGEROUS BEHAVIORS,
 - vi. History of physical, medical, emotional, or sexual abuse,
 - vii. Special medical and/or behavioral needs of the child and identification of all current medications that have been prescribed for the child,
 - viii. Past and current infections and diseases relative to the placement,
 - ix. Educational and past existing medical records (e.g. immunizations), and
 - x. Expectations regarding the care of Client, such as meeting medical needs and special needs including but not limited to psychological needs, separation/loss issues, etc.
- b. Provide Medi-Cal cards or proof of other medical coverage for Client at the time of placement or as soon thereafter as possible.
 - c. Provide necessary placement paperwork at the time of placement to include but not be limited to the consent for medical treatment, personal rights, and the agency-group home agreement.
 - d. Work with Contractor toward development of a treatment plan for Client.
 - e. Provide assistance with emergencies as they pertain to Client.
 - f. Assist in the maintenance of Client's constructive relationships with parents and other family member(s), or family member(s), or relatives and involve parents in future planning for Client.
 - g. Work with Contractor toward termination of Client's placement with Contractor. HHSA preference is to limit the length of stay of an ESC Child's placement in Contractor's home to less than 7 days; however, due to court proceedings and other scheduling factors, HHSA may extend the length of stay of an ESC Child beyond the 7-day placement with written authorization.

Responsibility of Contractor:

- a. Within 24 hours of youth's placement, the contractor will complete a safety plan with each youth. Said plan is part of a Trauma Informed Care (TIC) approach that recognizes youth respond to placement and changes in their environment and care providers in unique ways. Identifying triggers for the youth, at the start, increase the youth's ability to tolerate the change and decreases potential for stress reactions. In addition, this allows care providers to tailor interactions specifically for each youth.
- b. Contractor shall have and maintain during the term of this Contract, a valid group home license issued by the CDSS, CCLD or a Resource Family Approval issued by the County, and shall conform to all applicable regulations, foster care standards, and the Written Directives as established by CDSS, CCLD, and DCFS.
- c. Contractor shall be in good standing with CDSS, CCLD and HHSA and shall not be on "Do Not Refer," "Do Not Use," or "Investigative Hold."
- d. The Contractor's program shall serve children ages 6-17 years old, non-minor dependents (NMDs), as appropriate, and pregnant and parenting teens and their

children. (Children age 0-5 only served if they are being cared for by their minor parent who is also being cared for at the shelter.)

- e. Contractor shall: (1) welcome and accept ESC Children referred by HHS 24 hours a day, 7 days a week, including weekends and holidays; and (2) provide ESC Children a temporary home with a bed, meals, and general care for their protection and comfort.
- f. For stays longer than 7 days, Contractor must obtain HHS program Manager or higher approval.
- g. Work toward termination of placement, on a planned basis, with maximum involvement of Contractor's staff, Client, parents, and County.
- h. Never use corporal punishment, deprivation of meals, deprivation of monetary allowance, threat of cancellation of visits from parents, threat of cancellation of home visits, threat of removal, or any type of degrading or humiliating punishment as a means of discipline. Any form of discipline that violates Client's personal or civil rights shall also be strictly prohibited. Any such forms of discipline shall not be tolerated. In all instances and without exception, the use of constructive, alternative methods to destructive discipline shall be used.
- i. Participate in all multidisciplinary team meetings ("MDT") or Child and Family Team meetings (CFT) as requested by Client's Health and Human Services Agency Social Worker(s) or Probation Department Deputy Probation Officer(s) caseworker (collectively hereinafter referred to as "Caseworker" or "Client Caseworker"). Attendance shall be in-person or by teleconference. For the purposes of this agreement, "teleconference" means a meeting, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Attendance of meetings shall not be billed separately from the ESC fee.
- j. Immediately notify ESC Client Caseworker or Caseworker's Supervisor by telephone of any significant changes in Client's health, behavior, or location, and provide a follow-up written incident report within twenty-four (24) hours. For after-hour notification, contact on-duty Caseworker.
- k. Contractor shall adhere to providing services, in compliance with the "Foster Youth Bill of Rights" as written by The California Youth Connection found [here](#). Any restrictions on the rights of each individual child must be approved by County Program Manager on a case-by-case basis.
- l. Arrange for the collection and storage of Client's personal belongings at termination of placement. When Client is discharged, Contractor shall ensure that Client's clothing and personal belongings accompany Client to the next placement. If Client runs away and after Contractor has immediately notified Client Caseworker of the Client run away situation, Contractor shall gather together Client's personal belongings, alert Client Caseworker that such belongings are at Contractor's facility and, if County does not immediately collect the belongings, shall store them at no charge to County for up to fourteen (14) days from the date of notification to County of Contractor's possession of Client's personal belongings. After 14 days, Contractor shall contact and inform County that the belongings shall be mailed to County at County's expense unless an alternate plan is mutually agreed upon.

HHSA has established the following priorities for the children in its care: (1) Safety, (2) Permanency, and (3) Access to effective and caring services for Well-Being. The ESC program is a time-limited placement of up to 7 days; therefore, the Permanency factor is not measured.

Services shall only be provided with a signed HHSA Authorization.

1. Reports: Contractor shall provide written reports, including but not limited to the following:

Emergency Shelter Care Reports: As needed, incident report regarding any significant changes in Client’s health, behavior, or location.

Reports shall be sent as follows, or as otherwise directed in writing by County:

<p><i>Please Send Reports to:</i></p> <p>County of El Dorado Health and Human Services Agency Attn: Child Welfare Services Program 3057 Briw Road, Suite A Placerville, CA 95667-5321</p>
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C. HHSA Authorizations for Service(s):

1. Prior to billing any service(s) detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff.
2. Prior to providing any Client service(s) NOT detailed under “Scope of Services” or “Compensation for Services,” Contractor shall obtain an HHSA Authorization that has been signed by the appropriate HHSA staff and a member of HHSA Executive Management Team (HHSA Executive Management).
3. County shall not pay for any services that have not been approved by an HHSA Authorization, incomplete or unsatisfactory services, “no shows,” cancellations, or telephone calls. Contractor also shall not be compensated for services provided to Client outside of the authorized service dates identified on said HHSA Authorization. A copy of the Authorization shall be included with the invoice containing the service it pertains to and both documents shall be submitted to HHSA at the address indicated in the Article titled, “Compensation for Services.” Failure to submit a copy of the HHSA Authorization with Contractor’s invoice may result in payment being withheld until said Authorization is submitted.

HHSA Executive Management reserves the right to review and approve for reimbursement, on a case-by-case basis, service(s) not explicitly addressed under “Scope of Services” or “Compensation for Services.”

2) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall cover the period from June 25, 2022 through June 24, 2025.

3) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Services shall be billed using the County negotiated rate structure for Emergency Shelter Care.

<i>Service</i>	<i>County Negotiated Rate</i>
<i>Emergency Shelter Care (ESC). Up to seven (7) days upon written request via HHSA Authorization. ESC is inclusive of all services including attendance at meetings. Services in excess of 7 day stay require additional HHSA Authorization.</i>	\$283/day/Client* *(No charge for child age 0-5 in care of Client)
<i>Enhanced Staffing.</i>	\$50/hour

Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

A. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
SSCWSinvoice@edcgov.us Please include in the subject line: “Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services 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 Article I, “Scope of Services.” For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

1. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

1.1. For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer.

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XV, “Default, Termination, and Cancellation.” In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

4) **ARTICLE XXIII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of

economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

- 5) **ARTICLE XXXVIII, Executive Order N-6-22 – Russia Sanctions** is hereby added to read as follows:

ARTICLE XXXVIII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

- 6) **ARTICLE XXXIX, Electronic Signatures**, is hereby added to read as follows:


ARTICLE XXXIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing

and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of that Agreement #6372 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (Apr 14, 2023 08:57 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 04/14/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Apr 14, 2023 08:57 PDT)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 04/14/2023

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6372 on the dates indicated below.

-- COUNTY OF EL DORADO --

MW

By: *Laura Schwartz* Dated: 05/01/2023
Laura Schwartz (May 1, 2023 11:01 PDT)
Purchasing Agent
Chief Administrative Office
"County"

-- New Morning Youth and Family Services, Inc --

By: *Kristen Patterson* Dated: 04/17/2023
Kristen Patterson
Chief Executive Officer
"Contractor"

By: *Kristine Kiehne* Dated: 04/17/2023
Kristine Kiehne (Apr 17, 2023 14:53 PDT)
Kristine Kiehne
Corporate Secretary

New Morning Youth and Family Services, Inc
Exhibit C
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

04/17/2023

Date

New Morning Youth & Family Services

Type or write name of company

Kristen Patterson

Signature of authorized individual

Kristen Patterson

Type or write name of authorized individual