

ORIGINAL

AGREEMENT FOR SERVICES # 052-S0911

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and New Morning Youth and Family Services, Inc., a California 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 on an "as requested" basis for clients referred by the Department of Human Services; 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:

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ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to furnish therapeutic counseling services as requested by County. Services shall include, but not be limited to, individual psychotherapeutic counseling services to assist with social, psychological, chemical addiction, and/or medical problems.

Whenever possible, therapy shall be provided by a Licensed Clinical Social Worker (LCSW) or Marriage and Family Therapist (MFT) 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. No intern shall be the sole author of any written treatment plan or report. All said documents must be reviewed, approved, and signed by a LCSW or MFT as described above.

Services shall be provided during Contractor's normal business hours and days. After hour appointments, if necessary, must be approved beforehand in writing by the caseworker and their supervisor and billed at the normal business rate as detailed in Exhibit "A" marked "Drug Medical (DMC) Reimbursement Rate Schedule Effective January 1, 2008, El Dorado County Departments of Human Services and Public Health, Substance Abuse and Other Therapeutic Counseling and Treatment Services".

Prior to the commencement of work for any contracted service(s), Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor.

A written proposal shall be submitted to and approved by the Department of Human Services Director, Assistant Director, and/or Chief Financial Officer prior to the commencement of any work for any services requested but not specified within "Scope of Services" and/or having specific pricing in either "Compensation for Services", and/or the attached Exhibit "A".

Services shall not be started without one of the above signed authorizations. A copy of all written authorizations must be included with any invoices submitted for payment. Failure to do so could delay payment. The County shall not pay for any services that have not been pre-approved in writing, "no shows", cancellations, telephone calls, or for the preparation of initial assessments or bimonthly client progress reports as more fully detailed as follows:

Initial Assessment - Within twenty-one (21) days of the client's initial visit, Contractor shall provide the appropriate caseworker, at no charge to County, with a written initial assessment and treatment plan of the client's needs including the type of therapy to be utilized, recommended number/frequency of sessions, and whether or not additional or different services may be required or recommended. Contractor shall secure prior written approval from the appropriate caseworker and their supervisor prior to the initiation of service. Written approval shall be secured from the appropriate caseworker, their supervisor, and program manager before making any changes to the authorized treatment plan, including type of therapy and number/frequency of sessions.

Bimonthly Client Progress Reports - No later than (30) days after the end of each second service month, Contractor shall provide the caseworker, at no charge to the County, with a brief written

progress report outlining the primary issues being addressed with each client, their progress, and ongoing treatment goals per Exhibit "B", marked "Bimonthly Client Progress Report," incorporated herein and made by reference apart hereof. If an alternate progress report is used, all fields noted on Exhibit "B" are mandatory. Failure to provide said progress report may delay payment for other preauthorized services as said report is included as a required deliverable.

Court Documents – Upon request and within the time limit specified by County, Contractor shall provide the caseworker, at the DMC individual counseling session rate of 50 minutes per session and with a two (2) hour maximum per report limit, comprehensive written reports for County's use in court. Please note that the written initial assessment and treatment plan are excluded from the court documents reimbursement rate as payment for the initial assessment and treatment plan are addressed under "Initial Assessment", above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon specific request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for court appearances when County subpoenas Contractor or for attendance at multidisciplinary team meetings when County specifically requests Contractor's attendance. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members. Contractor shall be paid at the DMC individual counseling session (50 minutes) rate for time actually spent in the courthouse or in the meeting. Travel time shall not be included in the reimbursement for these services.

Contractor shall submit written reports within the time limits detailed above to the appropriate caseworker at the address below:

<i>West Slope Contractors Send Reports To:</i>	<i>East Slope Contractors Send Reports To:</i>
Dept. of Human Services Attn: Child Protective Services 3057 Briw Ridge Rd. #A Placerville, CA 95667 530/642-7100 (ph) 530/626-7427 (fax)	Dept. of Human Services Attn: Child Protective Services 981 Silver Dollar Ave. South Lake Tahoe, CA 96150 530/573-3201 (ph) 530/541-2803 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are submitted to and approved by the Department of Human Services. Compensation for services shall not be provided for incomplete services. Reports and authorizations shall be attached to invoices.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2008 through June 30, 2011.

ARTICLE III

Compensation for Services: For 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”. Failure to submit invoices by the 15th of the month following the end of a service month may result in a significant delay in payment. Invoices submitted for payment by the 15th of the month following the end of a service month shall be paid 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 “C” marked “Invoice,” incorporated herein and made by reference a part hereof.

For the purposes hereof, the maximum billing rate¹ shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates, described in Exhibit “A” marked “Drug Medi-Cal (DMC) Reimbursement Rate Schedule Effective January 1, 2008, El Dorado County Departments of Human Services and Public Health, Substance Abuse and Other Therapeutic Counseling and Treatment Services” except for the following rates:

<i>SERVICE</i>	<i>MAXIMUM RATE</i>
Bimonthly Client Progress Reports	No Charge
Court Appearances	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon subpoena by County and for time actually spent in courthouse.
Court Documents	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session with a two (2) hour maximum per report.
Family Therapy (1.5 hrs)	\$31.56 per family member per session with a maximum twelve family members per session.
Initial Assessment (due within 21 days of client’s initial visit)	No Charge
Multidisciplinary Team Meeting	Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon specific request by County and for time actually spent in meeting.

¹ **Maximum Billing Rate Detail:** A) For individual therapy sessions, Contractor shall submit a single monthly invoice for each individual, noting the dates of service, the name of each individual treated, the type of treatment (individual therapy), the number of hours of service for each date, and the rate. B) For family therapy sessions, 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. C) For group therapy sessions, Contractor shall submit a separate, single monthly invoice for each group therapy 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.

The County shall not pay for “no shows”, cancellations, telephone calls, or preparation of initial assessments or bimonthly client progress reports. Contractor shall immediately and verbally inform the caseworker, at no charge to County, of client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client’s treatment plan.

Contractor shall bill County using the attached sample invoice, or a similar invoice, containing the same necessary and pertinent billing information. Contractor shall submit only original invoices and a copy of the written authorization(s) for service with all invoices submitted and bimonthly reports as applicable for payment. Photocopied or faxed invoices shall 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. Invoices are to be sent accordingly:

<i>West Slope Contractors send invoices to:</i>	<i>East Slope Contractors send invoices to:</i>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Ridge Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Child Protective Services 981 Silver Dollar Avenue South Lake Tahoe, CA 96150

The total of this Agreement shall not exceed \$150,000.00 for the stated term.

ARTICLE IV

Confidentiality: The Consultant shall protect from unauthorized disclosure names and other identifying information concerning person(s) receiving service(s) pursuant to this Agreement, except for statistical information not identifying any person(s). The Consultant shall not use such information for any purpose other than carrying out the Consultant’s obligations under this Agreement. The Consultant shall promptly transmit to the County all requests for disclosure of such information not originating from the person(s). The Consultant shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person(s), any such information to anyone other than the County, except when subpoenaed by a court. For the purpose of this paragraph identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the person(s), such as fingerprint, voiceprint or photograph. If the Consultant receives any individually identifiable health information (“Protected Health Information” or “PHI”) from County or creates or receives any PHI on behalf of County, the Consultant 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

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

ARTICLE VI

Conflict of Interest: Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement.

ARTICLE VII

Medi-Cal Screening: Contractor shall screen 100% of referred clients for Medi-Cal eligibility. The screening shall include, but not be limited, to:

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time the client is referred for service; and
2. Verifying El Dorado County as the responsible County; and
3. Assessing for valid full scope aid codes; and
4. Monthly verification of client eligibility during the time the services are provided to the client.

ARTICLE VIII

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE IX

Access to Records: The Contractor shall provide access to the Federal, State or local Contractor agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE X

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 XI

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 XII

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 XIII

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 XIV

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 shall 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 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. 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.

- 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 upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County shall 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.

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 HUMAN SERVICES
3057 BRIW RIDGE ROAD
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

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

or to such other location as the Contractor directs.

ARTICLE XVII

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 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 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 \$1,000,000.00 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 shall 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 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 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 shall 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 the general liability policy.
 - 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 Risk Management, as essential for the 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, certifying that they have a permanent place of business in California. The Contractor shall 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 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 XXIII

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.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst, or successor.

ARTICLE XXV

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 XXVI

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 shall continue in full force and effect without being impaired or invalidated in any way.


ARTICLE XXVII

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.

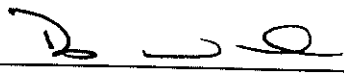
ARTICLE XXVIII

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 CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: May 13, 2008
DeAnn Osborn, Staff Services Analyst
Human Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 5/14/08
Doug Nowka, Director
Department of Human Services

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 7/1/08

By: 
RUSTY DUPRAY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By:  Date: 7/1/08
Deputy Clerk

-- CONTRACTOR --

Dated: 5/17/08

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION


By: 
David Ashby
Executive Director
"Contractor"

EXHIBIT A

Drug Medi-Cal (DMC) Reimbursement Rate Schedule Effective January 1, 2008 El Dorado County Departments of Human Services and Public Health Substance Abuse and Other Therapeutic Counseling and Treatment Services

NOTE: Any changes to DMC rates by the State will become effective the first day of the month following the month that the State announces the approval of any change(s), i.e. formal adoption of the State budget. Services will be billable based on the specific types of services defined in each agreement. All rates may not apply within each individual agreement depending on type of service needed and/or available and criteria of funding source.

Outpatient Services

Group Session (1.5 hrs)

- \$31.56
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served.

Individual Counseling Session (50 minutes)

- \$74.79
- A face-to-face session between a client and a therapist or counselor.

Perinatal Group Session (1.5 hrs)

- \$63.62
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child (ren).
- Reimbursable only thru Perinatal Set-Aside and Perinatal Drug Medi-Cal funding

Perinatal Individual Session (50 minutes)

- \$106.08
- A face-to-face session between a client and a therapist or counselor. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child (ren).
- Reimbursable only thru Perinatal set-aside and Perinatal Drug Medi-Cal funding.

Day Care Rehabilitative

- \$67.55
- Substance abuse counseling and rehabilitation services lasting three or more hours, but less than 24 hours, per day, for three or more days per week.

Individual Assessment (50-60 minutes)

- \$74.79
- The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.

Intake (50 minutes)

- \$74.79
- The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.

EXHIBIT A

Treatment Planning (50 minutes)

- \$74.79
- Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

Discharge (50 minutes)

- \$74.79
- Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.

Crisis Intervention (50 minutes)

- \$74.79
- Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.

Case Management (50 minutes)

- \$74.79
- Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to 4 episodes per month. Not billable per client.

Transitional Housing (per day)

- \$17.50
- A clean and sober living environment meeting the requirements of the California Association of Recovery Homes voluntary certification process. Clients in transitional housing shall be encouraged to actively seek permanent housing, work toward a high school diploma or GED if they do not possess one, and, if unemployed, begin an intensive job search within 72 hours of entering transitional housing.

Inpatient Services

Residential Treatment (per bed day)

- Not to exceed \$92.00. The actual rate will be negotiated between the purchaser and the vendor.
- The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

Residential Perinatal Treatment (per bed day)

- \$96.81
- The delivery of services to females who are pregnant or who have children age 17 or under, including women who are attempting to regain legal custody of their child (ren). Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

Residential Perinatal Drug Medi-Cal (room and board per bed day)

- \$17.00
- Eligible clients must meet Title 22 Drug Medi-Cal requirements and program must be Drug Medi-Cal certified. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.



**El Dorado County
Dept. of Human Services-Social Services Division
Bimonthly Client Progress Report**

Provider's Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Client's Name: _____

Social Worker and/or Employment & Training Worker's Name: _____

Dates of sessions since last report (please indicate no shows by writing "N/A" 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-Social Services Division on a bimonthly basis and send the report to the appropriate office listed below:

West Slope Vendors, send report to:		East Slope Vendors, send report to:	
Social Worker's Name	E&T Worker's Name	Social Worker's Name	E&T Worker's Name
El Dorado County	Job One OneStop	El Dorado County	Job One OneStop
Dept. of Human Services	4535 Missouri Flat Road, #1A	Dept. of Human Services	981 Silver Dollar Avenue
3057 Briw Road	Placerville, CA 95667	981 Silver Dollar Avenue	South Lake Tahoe, CA 96150
Placerville, CA 95667		South Lake Tahoe, CA 96150	

Provider's Signature _____

Date _____

