

# ORIGINAL

## MEMORANDUM OF UNDERSTANDING #134-M1111

Between

El Dorado County Department of Human Services

And

New Morning Youth and Family Services, Inc.

Regarding

Operational Agreement

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and New Morning Youth and Family Services, Inc., a California 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" or "NMYFS").

County has determined that the provision of these services provided by NMYFS is in the public's best interest and that these services are more economically and feasibly performed by NMYFS 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:** New Morning Youth and Family Services (NMYFS) provides professional therapeutic counseling and emergency shelter care and/or foster care placement services to youth with social, psychological, chemical addiction and/or medical issues such as substance abuse, pregnancy, parental neglect, suicidal ideation, depression, anxiety, family conflicts or physical, sexual or emotional abuse. This Operational Agreement (OA) is a nonfinancial agreement and stands as evidence that NMYFS and El Dorado County Department of Human Services (DHS) intend to work together in partnership to provide the maximum available assistance and support to youth in at-risk environments with the intent of improving their emotional health and ensure their physical safety.

To further these goals, each agency agrees to participate in the programs that will best achieve these goals and by coordinating and/or providing the following services:

- A. New Morning Youth and Family Services agrees to:
- i. Accept referral of clients from DHS, provide short and long-term counseling services and provide 24-hour emergency shelter services availability to clients referred by DHS in a prompt, friendly and professional manner.
  - ii. Have NMYFS staff readily available to DHS during regular work days/hours to discuss client or program-related questions, comments or concerns.
  - iii. Work with DHS on program-specific problems/questions through in-house contact persons.

- iv. Provide DHS with English and Spanish language brochures that describe NMYFS services for client and/or referral use.
  - v. Work with DHS's bilingual service to ensure that the needs of all non-English speaking clients are met
  - vi. Participate in "as requested" or "as required" meetings with appropriate DHS staff to ensure collaboration and strengthening of services.
  - vii. With all appropriate confidentiality releases secured and in place, consult with DHS staff regarding clients impacted by abuse and neglect to improve a coordinated response system.
  - viii. Engage in cross-trainings with DHS staff on an "as needed" or "as requested" basis.
  - ix. Immediately report by telephone to DHS's Child Protective Services unit any incidents of suspected or witnessed child abuse/neglect and, as required by law, provide written reports regarding said incidents.
- B. El Dorado County Department of Human Services agrees to:
- i. Refer clients to NMYFS that may benefit from therapeutic counseling or shelter services on an "as needed" or "as required" basis.
  - ii. Have DHS staff readily available to NMYFS during regular work days/hours to discuss client or program-related questions, comments or concerns.
  - iii. Work with NMYFS on program-specific problems/questions through in-house contact persons.
  - iv. Ensure bilingual services are available to meet the needs of non-English speaking clients.
  - v. Participate in the coordination of policies and procedures related to Child Abuse Treatment services for efficient and effective services.
  - vi. Engage in cross-trainings with NMYFS staff on an "as needed" or "as requested" basis.

In an effort to meet the many needs of the individuals served by both agencies in as comprehensive a manner as possible, DHS and NMYFS mutually agree to work closely together to protect and ensure client confidentiality.

## **ARTICLE II**

**Term:** This Operational Agreement shall become effective when fully executed by all parties hereto and shall cover the period of October 1, 2010 to September 30, 2013.

## **ARTICLE III**

**Compensation:** This Agreement concerns the coordination of services. No compensation shall be provided by this Agreement.

## **ARTICLE IV**

**HIPAA Compliance.** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the

Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder.

#### **ARTICLE V**

**Termination Or Cancellation Without Cause:** Either party may terminate this Operating Agreement in whole or in part for any reason and upon seven (7) calendar days written notice to the other party.

#### **ARTICLE VI**

**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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
DEPARTMENT OF HUMAN SERVICES  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as County directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

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, EXECUTIVE DIRECTOR

or to such other location as Contractor directs.

#### **ARTICLE VII**

**Indemnity:** Contractor shall defend, indemnify and hold 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed 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 VIII**

**Administrator:** The County Officer or employee with responsibility for administering this Operating Agreement is DeAnn Osborn, Department of Human Services Staff Services Analyst II or successor.


**ARTICLE IX**

**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 X**

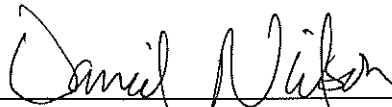
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
DeAnn Osborn  
Staff Services Analyst II  
Department of Human Services

Dated: August 16, 2010

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Daniel Nielson, M.P.A.  
Director  
Department of Human Services

Dated: 8-17-2010

IN WITNESS WHEREOF, the Parties hereto have executed this Operating Agreement # 134-M1111 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- CONTRACTOR --**

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

By: David Ashby Dated: 8/23/2010  
David Ashby, Executive Director  
New Morning Youth and Family Services  
"Contractor"