

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL  
Meeting of September 12, 2006**

**AGENDA TITLE:** Agreement #079-S0710 with Tahoe Youth & Family Services, Retroactive to and Effective July 1, 2006

**DEPARTMENT:** Human Services-Social Services

**DEPT SIGNOFF:**

**CAO USE ONLY:**

**CONTACT:** John Litwinovich

*John Litwinovich*

*C. Laura Schwartz*

**DATE:** 8/17/2006

**PHONE:** 7275

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Human Services, Social Services Division recommends:

1) Approve Agreement for Services #079-S0710 with Tahoe Youth & Family Services for provision of substance abuse testing and treatment services on an "as requested" basis for eligible CalWORKs clients in accordance with provisions of an MOU between the County Departments of Human Services and Public Health. The total amount of this one-year Agreement shall not exceed \$7,500.

2) Authorize Chairman to execute said Agreement.

*Retroactive as to term due to delays in direction from the State and negotiations with the vendor for more favorable rates.*

**CAO RECOMMENDATIONS:** *Recommend approval. Laura J. Hill 8/30/06*

*Agmt available in Viewing packet*

Financial impact? ( ) Yes (X) No

Funding Source: (X) Gen Fund (X) Other

**BUDGET SUMMARY:**

Other: Federal, State and County

Total Est. Cost	\$7,500.00
<b>Funding</b>	
Budgeted	\$7,500.00
New Funding	\$0.00
Savings	\$0.00
Other	\$0.00
Total Funding	\$7,500.00
<b>Change in Net County Cost</b>	\$0.00

**CAO Office Use Only:**

4/5's Vote Required ( ) Yes (X) No  
 Change in Policy ( ) Yes (X) No  
 New Personnel ( ) Yes (X) No

**CONCURRENCES:**

Risk Management   
 County Counsel   
 Other \_\_\_\_\_

**\*Explain** \$7,500 is budgeted for FY 2006/2007

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 04/05

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest:** Cindy Keck, Board of Supervisors Clerk

**By:** \_\_\_\_\_



**EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES**

*John Litwinovich*  
Director

August 17, 2006

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Members of the Board:

**Title:** Agreement #079-S0710 with Tahoe Youth & Family Services, Retroactive to and Effective July 1, 2006

**Recommendations:**

Human Services, Social Services Division recommends:

- 1) **Approve Agreement for Services #079-S0710 with Tahoe Youth & Family Services** for provision of substance abuse testing and treatment services on an "as requested" basis for eligible CalWORKs clients in accordance with provisions of an MOU between the County Departments of Human Services and Public Health. The total amount of this one-year Agreement shall not exceed \$7,500.
- 2) Authorize Chairman to execute said Agreement.

**Reasons for Recommendations:**

The Board is being asked to make findings that this independent Contractor can more economically and feasibly perform the services requested. Procurement and Contracts prepared Agreement #079-S0710 with Tahoe Youth & Family Services to provide therapeutic counseling, in-patient and out-patient substance abuse testing and treatment, including residential or transitional living services, to El Dorado County CalWORKs eligible clients on an "as requested" basis. Services are provided in accordance with treatment plans authorized by Public Health Department staff working under an MOU with Department of Human Services and address client substance abuse issues to help them obtain or retain employment. Agreement #079-S0710 will be effective upon execution and covers the term July 1, 2006 through June 30, 2007. The Agreement is submitted retroactively to prevent interruption of critical services to vulnerable clients. These services were provided under a vendor agreement with the Public Health Department prior to July 1, 2006, at which time additional administrative responsibilities for this CalWORKs allocation were transferred to Human Services. Processing was delayed pending receipt of direction from the State relative to changes in vendor reporting requirements resulting from the transition in administrative responsibility and was further delayed pending negotiations with the vendor for rates more favorable to the County. The County officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Department of Human Services. County Counsel and Risk Management have approved the Agreement. A copy is on file with the Board Clerk.

**Fiscal Impact:**

The maximum dollar amount of this one-year Agreement is \$7,500. Funds are budgeted for FY 2006/07. Funding sources are Federal, State and County.

**Net County Cost:**

No change in the net county cost.

**Action To Be Taken Following Approval:**

Board Clerk to:

- 1) **Forward two originals of the executed Agreement for Services #079-S0710 to Procurement and Contracts.**
- 2) Auditor's Office will authorize payment of future invoices.

Sincerely,

John Litwinovich  
Director of Human Services

# CONTRACT ROUTING SHEET

Date Prepared: 7/5/06

Need Date: \_\_\_\_\_

**PROCESSING DEPARTMENT:**

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department Head Signature: *Pam Carlone*  
*for* Bonnie H. Rich

**CONTRACTOR:**

Name: Tahoe Youth & Family Services  
Address: 1021 Fremont Avenue  
SLT, CA 96150  
Phone: 541-2445

**CONTRACTING DEPARTMENT:**

Human Services

Service Requested: Substance Abuse Treatment for CalWORK's Clients

Contract Term: 1 Year Contract Value: \$7,500

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

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

Approved:  Disapproved: \_\_\_\_\_ Date: 7-5-06 By: *Calvin*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

DATE: 7-5-06  
ATTORNEY: BLK  
DEPT. INDEX NO.: 079100  
BY: *CR*

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved:  Disapproved: \_\_\_\_\_ Date: 7/5/06 By: *Frostella*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

JUL 05 2006

**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 #079-S0710

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**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 Tahoe Youth and Family Services, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1021 Fremont Avenue, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide substance abuse testing and treatment services on an "as requested" basis for eligible CalWORKs clients in accordance with provisions of an MOU between the County Departments of Human Services and Public Health; and

**WHEREAS**, County receives funding through a California Department of Social Services CalWORKs allocation to the Department of Human Services to be used in the provision of such 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:

## **ARTICLE I**

**Scope of Services:** Contractor agrees to perform activities as follows:

Provide outpatient substance abuse treatment and therapeutic counseling services, including individual therapy, group therapy, collateral family visits, crisis intervention, home visits, case management and other related services to El Dorado County CalWORKs eligible clients in accordance with treatment plans authorized by the El Dorado County CalWORKs Addiction Specialist. (Clients admitted to treatment may be tested for substance abuse usage; however, the cost of such testing shall be included within Contractor's rate for service and shall not be billed separately.) All substance abuse testing shall be scheduled and conducted on a random basis to ensure accurate monitoring of client progress.

Individual therapy shall be provided by a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), providers licensed by the Board of Behavioral Sciences or other certified parties, as appropriate. Substance abuse treatment will be provided by Certified Addiction Specialists. 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.

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

Assure the highest level of client participation through formalized program structure as evidenced by clinical documentation of (1) client attendance, (2) motivation to succeed in treatment, (3) goal accomplishments, and, (4) progress in removing barriers to employability. Includes supervision by case management staff at all service levels.

Provide American Society of Addiction Medicine – Patient placement Criteria-2 (ASAM PPC-2) level of functioning throughout all treatment episodes for future outcome studies.

Provide Drug Medi-Cal reimbursable services to all CalWORKs Medi-Cal recipients to utilize Medi-Cal as payer of first resort to maximize available funding.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2006 through June 30, 2007.

## **ARTICLE III**

**Compensation for Services:** For authorized services provided herein, County agrees to pay Contractor monthly in arrears. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month", except that invoices for the month of June must be submitted by June 15<sup>th</sup> to allow for payment prior to the end of the fiscal year. For

billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services."

For the purposes hereof, the maximum counseling and other billing rates shall be as described in Exhibit "A", marked "Service Rates, FY 2006-07, Substance Abuse Treatment Services for CalWORKs, incorporated herein and made by reference a part hereof. If it is determined the client has private insurance which covers any service, Contractor shall bill the appropriate insurance carrier. If the client's insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill the County for the difference. If the client has no insurance for the service, Contractor shall bill the County at the rate set forth in this Agreement.

Contractor shall submit a single monthly invoice of services billed, detailing each visit for each individual client, noting this Agreement number, the specific treatment(s) with date(s) of service, the number of hours of service for each date, and the applicable service rate.

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

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

Bi-Monthly Progress Reports – No later than thirty (30) days after the end of each second service month, Contractor shall provide the appropriate CalWORKs Addiction Specialist, at no charge to the County, with a brief written progress report outlining the general nature of the primary issue(s) being addressed with each client that impede the client's ability to obtain and retain employment, his/her progress towards employability, and ongoing treatment goals. See Exhibit "C", marked "CalWORKs Bimonthly Client Progress Report", incorporated herein and made by reference a part hereof. If an alternate progress report is used, all fields noted on Exhibit "C" are mandatory.

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

The total amount of this Agreement shall not exceed \$7,500.00.

#### **ARTICLE IV**

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

#### **ARTICLE V**

**Nondiscrimination:** Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirement:

Contractor hereby agrees that they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

#### **ARTICLE VI**

**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 VII**

**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 VIII**

**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 IX**

**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 X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XI**

### **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 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

## **ARTICLE XII**

**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  
HUMAN SERVICES DEPARTMENT  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

TAHOE YOUTH & FAMILY SERVICES  
1021 FREMONT AVENUE  
SOUTH LAKE TAHOE, CA 96150

or to such other location as the Contractor directs.

## **ARTICLE XIII**

**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 XIV**

**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. 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 the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to 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 the Risk Management Division, as essential for the protection of the County.

#### **ARTICLE XV**

**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 XVI**

**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 XVII**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVIII**

**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 XIX**

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

#### **ARTICLE XX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXIII**

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

**Requesting Contract Administrator/Department Head Concurrence:**

By: John Litwinovich Dated: 7/10/06  
John Litwinovich, Director  
Human Services Department

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Chairman  
Board of Supervisors  
"County"**

**ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**-- CONTRACTOR --**

Dated: 07/17/06

**TAHOE YOUTH & FAMILY SERVICES  
A CALIFORNIA CORPORATION**

By: Alissa R. Nourse

**Alissa R. Nourse  
Executive Director  
"Contractor"**

**EXHIBIT A**

**SERVICE RATES**  
**FY 2006-2007**  
**Substance Abuse Treatment Services for CalWORKs**  
**TAHOE YOUTH & FAMILY SERVICES**

Maximum Rates

Service	LCSW, MFT or Certified Addiction Specialist	Intern
Assessments	\$150/person	
Outpatient (individual therapy, intake, treatment planning, treatment, discharge planning, crisis intervention, case management, collateral services and home visits)	\$70/hour	\$45/hour
Family Therapy	\$70/session	\$45/session
Group Therapy/Education	\$32.33/person	

**SAMPLE INVOICE**

CalWorks Substance Abuse Services

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

Service Month: \_\_\_\_\_ Invoice Number: \_\_\_\_\_ Caseworker: \_\_\_\_\_  
 Business / Owner Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Remit-To Address (if different): \_\_\_\_\_  
 Does the client/participant have Medi-Cal or private insurance that covers all or a portion of the billed rate?  Yes  No

1 Service Date	2 Client/Participant Name (Service Provided to)	3 Type of Service	4 Unit(s) of Service	5 Agreement Rate	6 Rate Billed to Insurance	7 Difference between Columns 5 and 6	8 Total Billed to El Dorado County DHS (Column 4 x 7)
<b>INVOICE TOTAL:</b>							

Service provided by: \_\_\_\_\_  Licensed  Intern

*For County Use Only*

Program Expense Authorization

Vendor ID#: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

West Slope Vendors,  
send invoice to:  
  
El Dorado County  
Dept. of Human Services  
Attn: Accounting Unit  
3057A Briw Road  
Placerville, CA 95667

East Slope Vendors,  
send invoice to:  
  
El Dorado County  
Department of Human Services  
Attn: Accounting Unit  
981 Silver Dollar Avenue  
South Lake Tahoe, CA 96150

Program & Index Code	
530534	<b>CalWORKS</b>
<b>Substance Abuse Treatment Services</b>	
Sub	4300
Object:	
User Code: 50y073	EA End Date: ___/___/___ Other: _____
Case Name: _____	DOB: ___/___/___
Approvals:	
<input type="checkbox"/> Caseworker: _____	Date: ___/___/___
<input type="checkbox"/> Program Manager: _____	Date: ___/___/___



El Dorado County  
CalWORKs Bi-Monthly Client Progress Report

Provider's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Client's Name \_\_\_\_\_

Case Worker's Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Assessment, goals, and treatment plan**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Progress since last report**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please complete a progress report bimonthly for each CalWORKs eligible client referred by the El Dorado County Public Health Department under Department of Human Services Contract. Send this report to the appropriate office:

Department of Human Services  
Attn: Public Health Department  
CalWORKs Certified Addiction Specialist  
3057 Briw Road  
Placerville CA 95667

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

Department of Human Services  
Attn: Public Health Department  
CalWORKs Certified Addiction Specialist  
981 Silver Dollar  
South Lake Tahoe CA 96150

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

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Date