

ORIGINAL

OPERATIONAL AGREEMENT #366-01211 (A Perpetual Nonfinancial Agreement)

THIS OPERATIONAL AGREEMENT 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 and whose Agent for Service of Process is George Nielsen, 730 Main Street, Placerville, CA 95667 (hereinafter referred to as "Contractor" or "NMYFS") (collectively hereinafter referred to as the "Parties").

RECITALS

WHEREAS, it is the intent of the County to confirm a mutual commitment to work in partnership with the County's community based organizations and partner agencies in order to ensure the maximum provision of available assistance to clients of the County of El Dorado Health and Human Services Agency through a cooperative system of services dedicated to helping our County's neediest residents achieve and maintain healthier and more independent lives thereby strengthening our community as a whole; and

WHEREAS, the purpose of this nonfinancial Operational Agreement shall be to establish a cooperative working relationship and to define the roles and responsibilities of the Parties relative to the delivery of certain client-based services; and

WHEREAS, it is to the benefit of the general public that the Parties to this Operational Agreement cooperate in the provision of certain services to Health and Human Services Agency clients; and

WHEREAS, New Morning Youth and Family Services has represented to County that it is specially trained, experienced, expert, and competent to perform the certain services required hereunder and County has determined to rely upon such representations; and

WHEREAS, County has determined that the provision of certain services provided by New Morning Youth and Family Services is in the public's best interest and that these services are more economically and feasibly performed by New Morning Youth and Family Services as well as authorized by the El Dorado County Charter, Section 210(b)(6) and/or Government Code §31000.

NOW THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Mutual Responsibilities: This Operational Agreement (OA) stands as evidence that the County of El Dorado Health and Human Services Agency (HHSa) and New Morning Youth and Family Services (NMYFS) mutually agree to coordinate and/or provide the following services:

A. HHSa agrees to:

1. Refer clients to NMYFS on an "as needed" basis that may benefit from therapeutic counseling or shelter services.
2. Have HHSa staff readily available to NMYFS during regular work days/hours to discuss client or program-related questions, comments or concerns.
3. Work with NMYFS on program-specific problems.
4. Ensure bilingual services are available to meet the requirements of HHSa's non-English speaking clients who are referred to NMYFS.
5. Participate in "as requested" or "as needed" meetings with appropriate NMYFS staff to ensure collaboration and strengthening of services.
6. Engage in cross-trainings with NMYFS staff on an "as needed" or "as requested" basis.
7. Comply with all applicable federal, state and local laws pertaining to the confidentiality or privacy of information obtained or created during the performance of services under this or any other contractual document(s) between HHSa and NMYFS.
8. With all appropriate confidentiality releases secured and in place, consult with NMYFS staff regarding clients impacted by abuse and neglect to improve a coordinated response system.
9. Participate in the coordination of policies and procedures related to child abuse treatment services for efficient and effective services.

B. NMYFS agrees to:

1. Accept referral of clients from HHSa.
2. Provide short and long-term counseling services to clients referred by HHSa in a prompt, friendly and professional manner.
3. Provide 24-hour emergency shelter services to clients referred by HHSa in a prompt, friendly and professional manner.
4. Have NMYFS staff readily available to HHSa staff during regular work days/hours to discuss client or program-related questions, comments or concerns.
5. Work with HHSa on program-specific problems or questions.
6. Work with HHSa's bilingual service to ensure that the needs of all non-English speaking clients referred by HHSa are met
7. Provide HHSa with current NMYFS English and Spanish language brochures that describe NMYFS services for client and/or referral use.
8. Participate in "as requested" or "as required" meetings with appropriate HHSa staff to ensure collaboration and strengthening of services.
9. Engage in cross-trainings with HHSa staff on an "as needed" or "as requested" basis.
10. Comply with all applicable federal, state and local laws pertaining to the confidentiality or privacy of information obtained or created during the performance of services under this or any other contractual document(s) between HHSa and NMYFS.
11. With all appropriate confidentiality releases secured and in place, consult with HHSa staff regarding clients impacted by abuse and neglect to improve a coordinated response system.

12. Participate in the coordination of policies and procedures related to Child Abuse Treatment services for efficient and effective services
13. Immediately report by telephone to HHSAs' Child Protective Services unit any incidents of suspected or witnessed child abuse/neglect and, as required by law, provide written reports regarding said incidents.
14. Provide information to HHSAs regarding services provided by NMYFS on an "as requested" basis.

ARTICLE II

Term: This Operational Agreement shall become effective upon final execution by both Parties hereto and shall automatically renew for successive one-year terms, from year to year thereafter unless terminated according to the Article in this Agreement titled, "Termination or Cancellation Without Cause" or "Fiscal Considerations."

ARTICLE III

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

ARTICLE IV

HIPAA Compliance. In an effort to meet the many needs of the individuals served by HHSAs and NMYFS in as comprehensive a manner as possible, HHSAs and NMYFS mutually agree to work closely together to protect and ensure client confidentiality. More particularly, NMYFS understands and agrees that all data, together with any knowledge otherwise acquired by NMYFS during the performance of services provided pursuant to this Operational Agreement or any other agreements with County, shall be treated by NMYFS and NMYFS's staff as confidential information. NMYFS shall not disclose or use, directly or indirectly, at any time, any such confidential information. If NMYFS receives any individually identifiable health information ("Protected Health Information" or "PHI"), NMYFS 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 Operational Agreement in whole or in part for any reason and upon seven (7) calendar days written notice to the other Party.

ARTICLE VI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado 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 VII

Interest of Public Official: No official or employee of the County of El Dorado 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 the County of El Dorado have any interest, direct or indirect, in this Agreement of the proceeds thereof.

ARTICLE VIII

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 IX

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 X

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
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II, OR SUCCESSOR

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: TERRI DALY, PURCHASING AGENT, OR SUCCESSOR

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 SUCCESSOR

or to such other location as Contractor directs.

ARTICLE XI

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 attorney's 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 §2778.

ARTICLE XII

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

ARTICLE XIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws, of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XIV

Administrator: The County Officer or employee with responsibility for administering this Operational Agreement is DeAnn Osborn, Health and Human Services Agency, Social Services Division, Staff Services Analyst II, or successor.


ARTICLE XV

Authorized Signatures: The Parties to this Operational Agreement represent that the undersigned individuals executing this Operational 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 XVI

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: February 23, 2012
DeAnn Osborn
Staff Services Analyst II
Health and Human Services Agency
Social Services Division

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 4/20/12
Daniel Nielson, M.P.A.
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the Parties hereto have executed this Operational Agreement #366-01211 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
John R. Knight, Chair
Board of Supervisors
"County"

Dated: _____

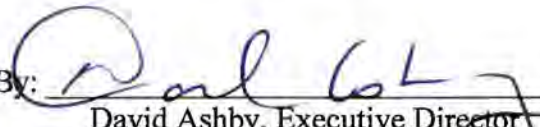
ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

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

By:  _____
David Ashby, Executive Director
New Morning Youth and Family Services
"Contractor"

Dated: 3/5/2012