

**AGREEMENT FOR SERVICES  
BETWEEN EL DORADO COUNTY COMMUNITY  
HEALTH CENTER AND EL DORADO COUNTY**

**AGREEMENT #781-S0810**

---

---

**THIS AGREEMENT** made and entered by and between the Mental Health Department of the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the El Dorado County Community Health Center, a California non-profit corporation duly qualified to conduct business in the State of California and with its principle place of business at 4327 Golden Center Drive in Placerville, California (hereinafter referred to as "EDCCHC").

**W I T N E S S E T H**

**WHEREAS**, EDCCHC has received a grant from the County Medical Services Program (CMSP) to implement a CMSP Pilot Project to provide substance abuse treatment and counseling services to El Dorado County residents (the "CMSP Pilot Project"); and

**WHEREAS**, the County El Dorado County, in collaboration with community-based organizations (EDCCHC, Progress House, and the Gates Recovery Foundation, hereinafter referred to as the "CMSP Pilot Project Partners") responded to a request for proposals (RFP) from CMSP and provided key assistance in the development of the proposal that resulted in the successful receipt of the CMSP grant;

**NOW, THEREFORE**, EDCCHC and County mutually agree as follows:

**ARTICLE I**

County agrees to furnish, through its Mental Health Department, licensed and/or certified persons to provide mental health and related services to CMSP Pilot Project Clients ("CMSP Clients") on behalf of EDCCHC and in support of the CMSP Pilot Project, as described below.

The mental health and related services County shall be responsible for are:

- meeting and coordinating with Pilot Project Partners on an ongoing, as needed basis on both clinical and administrative program management matters, including items such as client case coordination, scheduling of services, data gathering, and claims issues that may arise between EDCCHC and CMSP;
- accepting CMSP client referrals from EDCCHC in accordance with County standards for clinician and staff safety;
- assessing client need for mental health, substance abuse counseling, or dual treatment services in order to determine the appropriate placement of clients in individual and/or group counseling;
- technical assistance for the determination of treatment plans in individual and/or group counseling sessions;

- billing EDCCHC for services provided under this contract, understanding attendance sheets completed by MHD clinicians constituting County's billing for services, and also, that County is obligated to conform its billing to EDCCHC requirements established to allow EDCCHC to conform its billing to the billing requirements of the project funder;
- providing timely progress reports and service related data as may be necessary to support EDCCHC compliance with its obligations to the program funder; and
- making MHD staff involved with the CMSP Pilot Project available to CMSP evaluators as may be required from time to time during the implementation of the project.

It is understood that all client services provided under this Agreement by the County will be delivered at EDCCHD and that EDCCHD shall provide a private office suitable for the delivery of the above described that is compliant with applicable confidentiality requirements.

## ARTICLE II

**Term:** This agreement shall be deemed effective as of April 1, 2008 and expire on May 31, 2011.

## ARTICLE III

**Compensation for Services:** EDCCHC shall pay County for the work and services provided pursuant to this agreement based on the rates specified below.

Code	Description	Rate	Maximum Units Per Session per Client	Maximum Visits Per Year
96150	H & B Assessment	\$22.00 per ¼ hr unit	4	1
96152	H & B Intervention Individual	\$17.00 per ¼ hr unit	4	10 *
96153	H & B Intervention Group	\$38.00		10 *
H0001	AOD Assessment	\$88.00		1
H0004	AOD Individual Counseling	\$17.00 per ¼ hr unit	4	2
H0005	AOD Group Counsel	\$28.00		20

\* Combination of 96152 & 96153 may not exceed 10 per client per year.

Payments shall be made within 15 calendar days of the date on which EDCCHC receives payment from CMSP on the relevant claim.

The Not to Exceed Amount of this contract shall be FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00). Payments shall be made by check payable to El Dorado County referencing this Agreement Number and sent via U.S. Mail or Hand Delivered to the El Dorado County Department of Mental Health, Attn: Accounts Receivable; 670 Placerville Drive, Placerville, CA 95667.

## ARTICLE IV

**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 or officials of the parties hereto.

## ARTICLE V

**Assignment and Delegation:** Neither party shall assign any of its obligations under this agreement, in whole or in part, to any other person or entity without prior written consent of the other party.

## ARTICLE VI

Each party to this agreement shall be solely responsible for the manner in which it provides the services called for by this Agreement. Each party exclusively assumes responsibility for acts of its employees, associates, and sub-contractors, if any are authorized herein. Each party shall be responsible for performing the work under this Agreement in a safe, professional, and skillful manner and shall be liable for its own negligence and negligent acts of its employees.

## ARTICLE VII

Either party may terminate without cause this Agreement in whole or in part upon thirty (30) calendar days written notice counted from the date said notice is received by the non-terminating party. If such termination is effected, EDCCHC will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which the parties may agree to in writing as necessary for contract resolution. Upon receipt of a Notice of Termination, County shall promptly discontinue its obligations under this agreement, except that, so as to ensure compliance with accepted clinical ethics and practice standards, County and EDCCHC will continue to coordinate and collaborate to address any transition of services issues for clients already being served through the CMSP Pilot Project.

## ARTICLE VIII

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and sent via the U.S. Postal Service. Notices to County shall be addressed as follows:

JOHN BACHMAN, DIRECTOR;  
EL DORADO COUNTY MENTAL HEALTH DEPARTMENT  
670 Placerville Drive  
Placerville, CA 95762  
ATTN: Contracts Unit, with a complete copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 Fair Lane  
Placerville, CA 95667

Notices to EDCCHC shall be addressed as follows:

JAMES WM ELLSWORTH  
CHIEF EXECUTIVE OFFICER

EL DORADO COUNTY COMMUNITY HEALTH CENTER (EDCCHC)  
4327 Golden Center Drive  
Placerville, CA 95667  
or to such other location as the EDCCHC directs.

#### ARTICLE IX

**Indemnity:** Each party shall indemnify, defend and hold harmless the other party from any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees and court costs) arising from any act or omission of such indemnifying party, or any of its employees, agents, contractors or subcontractors, during the performance of any of the activities provided for in the Agreement. This indemnification provision shall survive termination of this agreement.

#### ARTICLE X

**Insurance:** Both parties are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this Agreement.

#### ARTICLE XI

**Audit:** In order to determine compliance with this agreement, the parties agree to grant reasonable access to its CMSP Pilot Project financial records for the purposes of audit. Such access shall include the right to copy records and be granted within 10 days of receipt of written notice by the party to be audited.

#### ARTICLE XII

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by either party during the performance of services provided pursuant to this Agreement, shall be treated as confidential information. Neither party shall disclose or use, directly or indirectly, at any time, any such confidential information except for the purposes specified in this agreement. Individually identifiable health information ("Protected Health Information" or "PHI") will be handled so as to maintain the security and confidentiality of the 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 XIII

**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 XIV

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Laura Eakin, Program Manager, El Dorado County Mental Health Department or delegee or successor.

**ARTICLE XV**

**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 XVI**

**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 XVII**

**Venue:** The parties hereto agree to seek to resolve in good faith any disputes regarding this agreement or the services contemplated herein through arbitration in El Dorado County, California applying the laws of the State of California and utilizing a mutually acceptable commercial dispute arbitration service.

**ARTICLE XVIII**

**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: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Eakin, MFT  
El Dorado County Mental Health Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John A. Bachman, Ph.D., Director  
El Dorado County Mental Health Department

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

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

**- - EL DORADO COUNTY COMMUNITY HEALTH CENTER - -**

By: \_\_\_\_\_  
James Wm Ellsworth, Chief Executive Officer  
El Dorado County Community Health Center  
"EDCCHC"

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