

ORIGINAL

AGREEMENT FOR SERVICES #510-S0811 AMENDMENT II

This Amendment II to that Agreement for Services #510-S0811, 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 Progress House, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2844 Coloma Street, (Mailing: P.O. Box 1666), Placerville, CA 95667 and whose Agent for Service of Process is Tom E. Avey, 2844 Coloma Street, Placerville, CA 95667; (hereinafter referred to as "Contractor") (collectively hereinafter referred to as the "Parties");

RECITALS

WHEREAS, Contractor has been engaged by County to provide therapy, anger management, parenting classes, substance abuse testing and treatment, residential treatment, and transitional housing services on an "as requested" basis for referred clients of the Department of Human Services in accordance with Agreement for Services #510-S0811, dated April 22, 2008, and Amendment I to Agreement for Services dated October 13, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, the Parties hereto have mutually agreed to amend **ARTICLE I - Scope of Services** and **ARTICLE III - Compensation for Services** to clarify services to be provided and to include costs associated with residential and/or perinatal services; and

WHEREAS, the Parties hereto have mutually agreed to add **ARTICLE XXIX - HIPAA Compliance**, **ARTICLE XXX - Confidentiality and Information Security Provisions**, **ARTICLE XXXI - Nondiscrimination** and **ARTICLE XXXII - Lobbying Restrictions** that are standard provisions for current County contracts.

NOW THEREFORE, the Parties do hereby agree that Agreement for Services #510-S0811 shall be amended a second time as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary for the provision of therapeutic counseling services, client treatment plans and written reports, substance abuse testing and treatment, intensive outpatient treatment, outpatient group counseling sessions, individual counseling sessions, parenting classes, detoxification, residential treatment, and transitional housing services on an "as requested" basis to clients (Client) referred by County. Services shall include, but not be limited to, individual psychotherapeutic counseling to assist with chemical addiction and related social, psychological, and/or medical problems that impede or may impede the Client's ability to meet the objectives of the Client's treatment plan as approved in writing by the Client's caseworker. Clients treated for substance abuse treatment services may be tested for the abuse of legal substances or use of illegal substances by Contractor. However, the cost of such testing shall be included as a component of Contractor's rate for residential service and shall not be billed as a separate service. All substance abuse testing shall be scheduled and conducted on a random basis to ensure accurate monitoring of Client progress. Contractor shall immediately and verbally inform the appropriate caseworker, at no charge to County, of any positive substance abuse tests, Client appointment no-shows, cancellations or any other urgent concerns directly affecting the Client's treatment plan.

Individual counseling sessions (50 minutes) 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. Substance abuse treatment shall be provided by Certified Addiction Specialists.

Services shall be provided during Contractor's normal business hours and days. After hour appointments, if necessary for outpatient services, must be approved beforehand in writing by the appropriate El Dorado County Department of Human Services Supervisor and/or Program Manager. All services, including after-hour services, shall be billed at the normal business rate in accordance with the current California State-approved Drug Medi-Cal (DMC) reimbursement rate for Program Code 20 (Alcohol and Drug Services) or Program Code 25 (Perinatal Services). California-approved Drug Medi-Cal DMC Program Code 20 and Program Code 25 reimbursement rates are located on the California Department of Alcohol and Drug Programs (ADP) website at the following website address: <http://www.adp.ca.gov>¹ unless otherwise specified in ARTICLE III-Compensation. For DHS Contractors, any changes to DMC rates by the State shall 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. All Services are to be billed at the normal business rate in accordance with ARTICLE III-Compensation for Services.

¹ To locate the California ADP Bulletin containing information on the most current DMC reimbursement rates, look under the "Service Providers" column on the ADP website (noted above), "click" on "ADP Bulletins and Letters" and locate and open the most recent ADP Bulletin with either the title, "Proposed Drug Medi-Cal Rates for Fiscal Year ____" (open Bulletin with most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ____" (open Bulletin with most current fiscal year). The link to open the chart containing current DMC rates will be contained within the Bulletin as an Exhibit entitled either "Proposed Drug Medi-Cal Rates for Fiscal Year ____" (open Bulletin with most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year ____" (open Bulletin with most current fiscal year). "Clicking" on the Exhibit link embedded in the Bulletin will take you to the most current DMC rate chart.

Transitional Living services for Clients shall be provided in accordance with standards set forth in Revised Exhibit "A" (A,2) marked "PROGRESS HOUSE TRANSITIONAL HOUSE, HOUSE MANUAL" attached and incorporated herein and made by reference a part hereof.

Note:

1. Prior to the commencement of work for any services explicitly addressed under "Scope of Service" or "Compensation", Contractor shall obtain a written authorization form that has been signed by the appropriate caseworker and supervisor; and
2. Prior to the commencement of work for any services NOT explicitly addressed under "Scope of Service" or "Compensation" written approval from the DHS Director, Assistant Director or Chief Fiscal Officer must be received before providing services.

Services shall not commence 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. 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 assessment reports and treatment plan reports or bimonthly Client progress reports as more fully detailed as follows:

Initial Assessment - Within twenty-one calendar (21) days of the Client's initial visit, Contractor shall provide the caseworker, at no charge to County, with a written initial assessment and treatment plan, indicating the type of therapy to be utilized and recommended number/frequency of sessions and whether or not additional or different services may be required or recommended. Once recommended services have been pre-approved in writing and initiated, Contractor shall secure prior written approval from the appropriate caseworker, supervisor and program manager before commencing with Contractor's recommendations or 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 (see Revised Exhibit "B" (A,2)), marked "Bimonthly Client Progress Report," incorporated herein and made by reference apart hereof). If an alternate progress report is used, all fields noted on Revised Exhibit "B" (A,2) 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. The County shall only pay Contractor for court

appearances when County subpoenas Contractor. Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor 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 for these appearances at the DMC Program Code 20 (Alcohol and Drug Services) individual counseling session rate for time actually spent in the meeting. Travel time shall not be included in the reimbursement for these services.

Contractor shall submit all required 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: CPS 3057 Briw Ridge Rd. #A Placerville, CA 95667	Connections One Stop Career Resource Center 3047 Briw Road Placerville, CA 95667	Dept. of Human Services Attn: CPS 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150	Connections One Stop Career Resource Center 3368 Lake Tahoe Blvd., #100 South Lake Tahoe, CA 96150
530/642-7100 (ph) 530/626-7427 (fax)	530/642-4850 (ph) 530/642-5539 (fax)	530/573-3201 (ph) 530/541-2803 (fax)	530/573-4330 (ph) 530/543-6826 (fax)

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are received and approved in writing by the appropriate Department of Human Services' caseworker and supervisor or program manager. Compensation for services shall not be provided for incomplete services. Written authorizations for services and subsequent approvals of reports shall be attached to invoices.

Supervision of the Client's formalized program structure as detailed above shall be accomplished via case management staff at all service levels.

ARTICLE III

Compensation for Services: Prior to commencing any County authorized service(s), Contractor shall determine the category that Client falls under, as set forth in the chart listed below.

Client Categories	Procedures to follow to receive payment for services
Uninsured Clients	For Clients without health insurance coverage, Contractor shall bill County for authorized service(s) provided in accordance with the rates set forth below. Contractor shall not charge any amount to Clients who do not have health insurance.
Medi-Cal Clients with no "share of costs"	Contractor shall bill Medi-Cal for authorized service(s) provided. Contractor shall not bill either Client or County for any co-pay or deductible amounts.
Medi-Cal Clients with "share of costs"	Contractor shall bill Medi-Cal for authorized service(s) provided and bill County for Client's share of costs, up to the rate amount set forth in this Agreement. Contractor shall not bill Client for any co-pay or deductible amounts.

Clients with private health insurance coverage	Contractor shall bill Client’s private health insurance carrier as primary insurance carrier for all authorized service(s) provided. Contractor shall not require Clients to pay any co-pay or deductible amounts. If Client’s private health insurance company does not cover the service(s) rendered, Contractor shall follow the above procedure for Uninsured Clients.
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For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following County’s receipt and approval of itemized invoice(s) identifying services rendered. 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 reimbursement. Receipt by County of invoices submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Contractor shall be required to submit a new invoice containing any missing information, which shall significantly delay reimbursement. Contractor shall submit an original invoice that shall contain all of the following data:

- Contractor name, address and phone number
- Service date(s)
- Client name(s). List the name(s) of each Client present for each service covered by the written authorizations, including the names of all Clients being seen at the same time for a single service (example: Family Therapy).
- Type of service(s) provided
- Agreement rate for each service provided
- Fee(s) charged to County for each service provided.
- Total amount billed to El Dorado County under the subject invoice.
- Statement verifying Contractor has confirmed Client’s appropriate insurance category (see chart above) and, if applicable, Contractor has billed said health insurance carrier(s) as primary health insurance carrier(s).
- Contractor’s signature confirming fees charged and verifying that all information on the invoice is valid and correct. It is requested, but is not a requirement of this Agreement, that all original signatures be made using blue ink.

Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with “white-out” types of corrections shall not be accepted. Invoices are to be sent as follows:

<i>For Service(s) Authorized by West Slope DHS Staff, Please Send Invoices to:</i>	<i>For Service(s) Authorized by East Slope DHS Staff, Please Send Invoices to:</i>
<p style="text-align: center;">El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667</p>	<p style="text-align: center;">El Dorado County Department of Human Services Attn: Accounting Unit 3368 Lake Tahoe Blvd. #100 South Lake Tahoe, CA 96150</p>

The billing rate for services specifically listed under ARTICLE I - Scope of Services or ARTICLE III - Compensation for Services shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rate for Program Code 20 (Alcohol and Drug Services) or Program Code 25 (Perinatal Services). Any changes to DMC rates by State shall, for the purposes of this Agreement, become effective on the first day of the month following the month that State announces the approval of any change(s) to the DMC rates, i.e. formal adoption of State budget.

<i>SERVICE</i>	<i>RATE</i>
<i>9 Panel UA on-site</i>	\$40 per test
<i>EtG and 5 Panel UA Combo on-site testing</i>	\$60 per test
<i>EtG Substance Abuse Test only without on-site testing</i>	\$30 per test
<i>Hair Strand Testing</i>	\$95 per test
<i>Methadone Testing</i>	\$5 per test
<i>Oxycodone Testing</i>	\$25 per test
<i>Same Day Substance Abuse Testing (includes instant UA and breathalyzer)</i>	\$25 per person
<i>UA Testing or 5 Panel UA</i>	\$25 per test
<i>Anger Management. Upon written request by County.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<i>Life Skills Groups and Classes. Upon written request by County.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<i>Parenting Classes. Upon written request by County.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<i>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.</i>	No Charge
<i>Family Therapy. 1.5 hours per session upon written request by County and wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) family members at the same time.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate per each attending family member.
<i>Group Counseling. 1.5 hrs per session and per group therapy participant upon written</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services)

<i>request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time.</i>	Outpatient Drug Free (ODF) Group Counseling UOS Rate
Individual Counseling Session. <i>50-60 minutes per session and per individual upon written request by County.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Initial Assessment. <i>50-60 minutes per initial assessment and per individual upon written request by County. Only one (1) assessment per individual allowed. "Initial Assessment" means the process of admitting a Client into a therapeutic treatment program. Assessment includes the evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and/or substance abuse disorders. The diagnosis of substance abuse disorders shall utilize the Diagnostic and Statistical Manual of Mental Disorders Third Edition-Revised or Fourth Edition (or most Current or Revised Edition), published by the American Psychiatric Association. The assessment of treatment needs to provide medically necessary treatment services which shall be by a physician licensed to practice medicine in the State of California.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
Initial Assessment Results or Reports. <i>Results or reports from or as a result of any relevant laboratory testing, including substance abuse testing, shall be supplied to County within 21 days of Client's Initial Assessment at no charge to County.</i>	No Charge
Multidisciplinary Team Meeting <i>Upon written request by County and for time actually spent in the meeting. 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.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
AOD Assessment (initial and ongoing) Report and Treatment Plan Report(s). <i>Due within 21 days of Client's AOD assessment at no charge to County.</i>	N/A

<p>Residential Perinatal Treatment (per bed day). Upon written request by County. Perinatal residential is gender-specific residential services tailored to meet the recovery and treatment needs of women and their children. Services are provided by program-designated personnel and include the following elements: personal recovery/treatment planning, educational sessions, social/recreational activities, individual and group sessions and information about and may include assistance in obtaining health, social, vocational and community services. Substance abuse testing conducted during perinatal residential treatment is included in the per bed day rate.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 25 (Perinatal Services) for Perinatal Residential (RES) UOS Rate</p>
<p>Transitional Living, including Perinatal Transitional Living (per bed day). Upon written request by County. 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.</p>	<p>\$20.00 per bed day</p>
<p>Men's Residential Treatment. Upon written request by County. 24-hour program for drug and alcohol treatment of men. Services are provided by program-designated personnel and include the following elements: personal recovery/treatment planning, educational sessions, social/recreational activities, individual and group sessions and information about and may include assistance in obtaining health, social, vocational and community services. Substance abuse testing conducted during men's residential treatment is included in the per bed day rate.</p>	<p>\$70 per day</p>

The County shall not pay for "no shows," cancellations, telephone calls, or preparation of initial assessments, treatment plans, assessment reports 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 Client's treatment plan.

The total of this Agreement, as amended, shall not exceed \$1,250,000.00 for the stated term.

ARTICLE XXIX

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 Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), 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 XXX

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

- (1) Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and

- (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

- (1) Contractor agrees to safeguards:
 - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (a) Network based firewall and/or personal firewall; and
 - (b) Continuously updated anti-virus software; and
 - (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
- (4) Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE XXXI

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

Contractor hereby agrees that they shall 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 shall 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 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, shall be prohibited.

Contractor and County Representative shall, with oversight from the DHS Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants or potential participants of their civil rights.

By accepting this assurance, 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 Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE XXXII

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Except as herein amended, all other parts and sections of that Agreement #510-S0811 shall remain unchanged and in full force and effect.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: DeAnn Osborn Dated: April 7, 2010
DeAnn Osborn
Staff Services Analyst II
Department of Human Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Daniel Nielson Dated: 4-8-2010
Daniel Nielson, M.P.A.
Director
Department of Human Services

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IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to that Agreement for Services #510-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

PROGRESS HOUSE, INC.
A CALIFORNIA CORPORATION

By: Tom Avey
Tom Avey
Executive Director
"Contractor"

Dated: 04/12/2010

REVISED EXHIBIT "A" (A,2)

**PROGRESS HOUSE
TRANSITIONAL HOUSE**

HOUSE MANUAL

Progress House
Transitional House

House Manual
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Progress House Transitional House House Manual

Welcome to Progress House Transitional House. A transition home is an environment where you are given the opportunity to use a ladder to slowly reenter the cold water of everyday life with all its stress, problems, and decision-making, instead of abruptly jumping in from the high diving board. It's important to start off your new life with the proper support, a safe environment, and continuing program development. Specifically, you are expected to continue treatment on an outpatient basis, seek employment and/or further education while preparing to move off on your own.

The feel of the house depends on how you and your family members get along with each other. It is not easy to live in large family and even less so when all the members are in the process of recovering from dysfunctional behaviors such as addiction. Here are four simple rules that, if followed, should help make your home a safe and sane family environment:

- 1.- Do unto others as you would have done unto yourself.
- 2.- Don't do or say anything that you might regret later.
- 3.- Even if it's not your job and it needs doing, do it.
- 4.- It's better to bring it out in the open than hold resentment.

You have come to Progress House Transitional House to reach a goal – to become functionally independent. All goals require study, planning and practical work in order to become realities. If you look at this house as a college where you can conduct this study, do your planning, and from where you can start your work, this house will help you provide an independent, functional future for yourself. If you have come here just because it is a safe place to live for a while, you will find yourself, when it is time to leave, back in the same position you were in when you arrived.

I- Communal Living

Active Participation

It is the intent of Progress House to assist you with appropriate counseling services while in residence at the Transition House. Although continuing with program work, being responsible in your job and/or schooling and outside functions are a large part of continued growth in your own recovery, they are only part of the process; equally important is maintaining a family environment. This means participation in running a large family home. There is no excuse for not doing your share of housekeeping, cooking, maintenance or not being involved in the various house activities. Nor is there any excuse for missing the Counseling Center groups and activities except when work, education, or appointments are pre-approved.

Projects

At times, there will be projects set to maintain the house. You will be required to participate in them to the best of your ability. These projects can consist of facility beautification, repair, etc.

Chores

The house and grounds must be kept clean at all times. This includes the lower play area, all parking areas, side yard and all areas surrounding the meeting room behind the house.

Beds are to be made, clothes put away, all rooms dusted, mopped, or vacuumed, the kitchen counters wiped down, dishes cleaned and put away, the bathroom fixtures cleaned, and surfaces wiped down and kept this way. A chore schedule is posted in the kitchen. If you are unable to do your appointed chore because of a conflicting appointment, you must delegate to another family member.

Meals

Each family member is responsible for purchasing, storing, and preparing her own families meals. This is to include labeling such food that is stored in community areas such as the refrigerator. Each family member will be assigned her own individual cabinet space in the kitchen area. There will be no food or beverages allowed in the bedrooms. Under NO circumstance will any family member take food of another resident without permission. This is considered stealing and the thief will be expelled from the house.

III- Attitudes and Behaviors

All the family members of Progress House Transitional House are to consider themselves as sisters in a family of ladies and as such, prejudice, and acting in an uncivil aggressive manner towards one another, are not allowed.

Obscene or "low life" dress, actions, and speech are not allowed on or off the facility. Street jive, prison lingo, "junky attitudes" and bragging about the good old days show a lack of wanting to break away from the old way of life and will not be tolerated. Any threatening behavior, intimidation, act of violence, vandalism, or words/acts of prejudice will be grounds for immediate expulsion!

You have all come here with the same goal. No family member is better than another no matter what race, creed, color, sexual preference or background.

Progress House Transitional House will not allow anyone to remain who cannot leave his prejudices at the door.

Family members are expected to get to know each other and respect each other's views. Grouping up and excluding other family members breaks the unity of the house and will be strongly discouraged.

III- Groups and Meetings

There is a mandatory morning meditation meeting at 8 a.m., Monday through Friday, all residents are expected to participate. Weekly, all residents will participate in a "double scrub." Through out the week there will be groups and meetings. Times and days will change to accommodate the family's schedules.

1. Outpatient Counseling

It is a requirement for each resident to be enrolled and an active participant in continuing outpatient chemical dependency treatment. Failure to comply will result in immediate dismissal.

2. Alcohol and Other Chemical Dependency Meetings

A.A. and N.A. women's specific meetings will be supported by Progress House Transitional House. Outside women will be welcomed. These meetings will follow the guidelines set by A.A. and N.A. Sponsorship and fellowship support are encouraged.

3. House Meetings

A family member can call a house meeting to deal with a problem at any time. Consideration should be given to those who work or study late when calling these meetings.

When house meeting is called, the concerned family member must follow simple procedure:

- o Notify the House Manager.
- o Speak directly with the family member(s) causing the problem.
- o Document the meeting in the House Log, including time, date and writer.

4. House Business Meetings

A business meeting will be held each week. The time and day will be decided upon based upon the schedules of the family members. It is mandatory for all family members to attend. This meeting will be to discuss the following:

- House Maintenance
- Meeting Schedules
- Chore Assignments
- New Ideas
- Activity Planning
- House Projects
- Grievances

IV- Telephone Policy

Phone calls will be allowed only during the following times:

**Between 6:00am and 10:00pm Sunday through Thursday.
Between 6:00am and Midnight Friday and Saturday.**

Anyone found to be using a calling card or third party billing without permission of the owner or calls billed to the House may be expelled from the House.

When answering the phone, say "Hello"- **DO NOT** say whether the family member receiving the call is available or living in the house, but ask the caller's name and ask him to hold while you see if there is a person there by that name. If the family member is not here or does not wish to acknowledge the call, tell the caller that if the person lives here, you will leave a message. Remember, there are people here who may not want to let others know where they are.

V- Medical

Anyone using medications for purpose other than prescribed or in quantities greater than prescribed will be expelled from the house.

If you develop a medical problem that cannot be properly taken care of in the transition home, you may be asked to leave and referred to a medical facility.

If you cannot show proof of having had a TB test within the past twelve months, you must be tested within 30 days of entering Progress House Transitional House or within 12 months of your last test.

VI- General

1. Bed Rest

Family members are not to be in bed during the day unless they have **WRITTEN EXCUSE FROM A DOCTOR**, are working the night shift or have

permission from a staff member. Chores must be delegated before going on bed rest.

2. Cameras

Respect is to be given to the family members' anonymity on and away from the house. Some family members may not want to have their pictures taken or be filmed.

3. Clothing

Proper attire must be worn at all times! Clean, appropriate clothing is to be worn at the house and away. Pajamas and robes are not to be worn during the day unless on bed rest and never outside the bed rooms unless to go to the bathrooms. Hats may not be worn in the house. T-shirts must not have "drug/alcohol culture" logos. This includes "Biker" logos. Proper clean clothes must be worn for meetings and meals.

4. Curfew

All family members must return to the house by 6:00pm on Sunday. Monday through Saturday by 12 midnight; unless working, visiting overnight with friends or family, or with permission of the House Manager.

5. Food

Although Progress House Transitional House does not forbid the consumption of sugar we do suggest that all family members cut down on sweets and soda. Diet is an important part of recover. Through peer support, peer pressure, and health education, all family members are encouraged to maintain a healthy diet. Food is not allowed in the bedrooms.

6. House Manager

The House Manager is responsible for the smooth running of Progress House Transitional House. She is here not only to pay attention to the family's needs and well being but also to assist each family member's growth and transition. She has been chosen because it was felt that she would exercise her authority with wisdom and apply the rules and regulations as the directors intended them.

The fees for transitional living will be collected and receipted by the House Manager at the beginning of each month. All questions concerning the rules and regulations of Progress House Transitional House, and disputes that cannot be answered or resolved by the family members, should be brought to the attention of the House Manager.

7. Isolating

Family members are here to prepare themselves for independent living. Part of this preparation is continued program, support and learning to get on in a family environment. Members who are isolating in their rooms will be confronted and reevaluated for family membership.

8. Kitchen

Each family member will be given a cupboard space for personal storage. There will be no borrowing of personal food, beverages or condiments without permission of the owner. The kitchen will be cleaned after each meal or snack. This means dishes, utensils, counter tops, stove top, and dining table cleaned and dried, and everything put away.

9. Language

We are trying to break our old habits and attitudes and many of us are in the habit of using words that may offend others. Those who have a hard time curbing their language will find the "Cuss Can" a helpful deterrent but peer support and pressure should be enough. Any slang words used to describe race, creed, color, etc. will be grounds for expulsion from the house.

10. Mail

When you move from Progress House Transitional House, you are required to alert the post office of a change of address. Mail will be held or forwarded for a period of 30 days after which it will be returned to sender. Progress House Transitional House will not hold letters or packages for those who have been discharged from the house for violating the rules: these will be returned to sender as soon as received.

11. Sign In/Out

All family members must sign out when leaving the House and sign in upon returning. All the requested information on the Sign In/Out sheet must be completed if known. When away from the house, family members are to stay away from people who are known to drink or use, and never enter a place where alcohol is one of the principal products sold (bars, casinos, nightclubs, etc.).

12. Outside Activities

Remember, family members are ambassadors of Progress House Transitional House when in the yard or off the facility and must conduct themselves accordingly. Any disturbances in the yard or neighborhood will be grounds for expulsion.

13. Prohibited Items

The following items are not allowed on the premises or in your possession on the facility:

- o Mouth wash and other liquids containing alcohol. This includes "non-alcoholic beer".
- o Weapons of any kind. This does not include small pocketknives.
- o Pornographic literature pictures and films. Including "women or men's magazines".
- o All mood altering chemicals unless with a prescription from qualified physician.
- o Drug paraphernalia such as pipes, syringes, literature, (magazines, books, and posters).
- o Fireworks of any kind.

14. Radios, Television, and Videos

At 9:00pm, radio, TV and all other noise must be turned down to a minimum. Violation may result in expulsion from the house. Videos may be bought or rented. In general, movies that are pornographic, overly violent, or glorify the "drug culture" will not be allowed. No private TV's are allowed in the bedrooms.

15. Smoking

We are learning to become drug and alcohol free. Since nicotine is a drug, we should also be able to use the same tools we are learning for our program to kick the tobacco habit. Using any tobacco products is only allowed outside. NO smoking in the house! All cigarette butts must go in outside ashtrays. Do Not "Flick" these into the yard or driveway.

16. Vehicles

Due to the limited parking at Progress House Transitional House, family members will be permitted to keep their vehicles at the house by permission only. All other members will have to find other options to store their vehicles or park elsewhere. Only those with current insurance, license and registration will be permitted to park at the house.

VII- New Family Members

When a new family member enters the house, she will immediately be assigned a "sister". For the next week, she will be with that person as much as possible. The "sister" is responsible for:

- o Explaining the House Manual.
- o Sitting with her at meetings and meals.
- o Explaining the house policies and procedures and how the family works.
- o Being available to listen to the new member's feelings concerning the house and the family.
- o Generally making the new member feel at home and safe.

VIII- Children

Your children are your own responsibility. Child care services will be provided in the house for the purpose of treatment *only*, all other child care needs will be serviced outside of the house. It is encouraged that your children accompany you on outings, appointments, errands, etc., as much as possible.

IX- Visitors

Only those friends and relatives who are not practicing alcoholics and/or substance abusers are allowed to visit family members. An exception may be made for direct family members (on a case by case basis) as long as they have remained clean and sober for 72 hours before visiting the family member. The Manager has the right to ask visitors to leave the house if they are suspected of having consumed alcohol and/or drugs before visiting or their attitude is seen to be detrimental to one or more of the family members.

Visit Hours

Family and friends who wish to visit may do so between 10:00am and 6:00pm on Saturday and Sunday unless they come for a special meeting or activity.

Rules for Visiting Family and Friends

- o A maximum of three visitors is allowed per House member per day unless by special permission of staff.
- o No showing of improper, open affection.
- o No family or friends in the member's bedrooms.
- o Parents and House members will be responsible for the conduct of children and must make sure that they are not disruptive to the rest to the members, neighbors, and other visitors.
- o The House member is responsible for cleaning up after her visitors.

X- Moving On

The following rules are to be observed when moving out of the home:

- o You must inform the House Manager that you are planning to move two weeks in advance.

- o A change of address form should be filled out for the Post Office.
- o Inform SSI/Welfare of your new address and phone number.

Cleaning Before Leaving

- o The room is to be thoroughly vacuumed.
- o Windows cleaned inside and out.
- o Surfaces cleaned including windowsills and doors.
- o All pictures and posters not belonging to the house removed from walls.
- o Any borrowed sheets, pillowcases, mattress cover and towels washed and put away.
- o Your cupboard washed.

The room will be inspected and any damage to furniture, carpets, etc. will be noted. If there is any damage to the room or the house caused by you, the cost will be deducted from your deposit or billed to you should your deposit not cover the damages.

If you leave any of your belongings at the House after moving on, we will hold them for a period of 7 days. After this period, we will sell, give away or otherwise dispose of them. If you have trouble picking up your belongings, a friend or relative can do so for you with a signed authorization note from you.

XI- After Moving On

Once you have left the house, you are requested to refrain from making Progress House Transitional House your second home. By the time you leave, you should have established a new life, and new clean and sober friends; most of all, you should be stable and independent enough not to need the House as support. Visits back to the house are allowed, and welcomed, but if they become too frequent, you will be asked to look at your dependency issues.

General Rules

1. The "Sign In/Out" sheet must be completed with destination (s), contact name(s), phone number(s), and estimated return time. The entry is to be completed upon returning.
2. Family members are responsible for their monthly cost of living at Progress House Transitional House. They are also responsible for making and keeping all necessary appointments and jobs to maintain living expenses.
3. Jewelry, valuables, and tools should not normally be brought to Progress House Transitional House. Should these articles be brought Progress House will not be responsible for their loss.
4. All family members will be required to perform house and grounds duties. This is not a hotel but a transition residence where part of growth and moving out on your own is the obligation to keep your temporary home clean and functional. Each family member must designate a replacement if she is unable to perform assigned chores due to an outside appointment, change in work schedule or classes, or illness.
5. All family members must be up and dressed by 8:00am. All chores are to be completed by 10:00am or before leaving for work or school, and checked when returning to the house. It is everyone's obligation to see to it that the House remains clean. If a family member sees that an area needs cleaning that is not her assigned chore, she is to clean it and inform the House Manager.
6. ALL NOISE must be kept to a minimum after 9:00pm in consideration of those who wish to sleep or study.

We wish you to feel as much at home here as possible, but being a small community living together under one roof, we must follow certain rules and regulations.

Should you choose to disregard these and all other rules, this place is not for you!

Signed _____ Date _____

Witness _____ Date _____

Definite Rules

Failure to comply with any of the following rules may be grounds for immediate dismissal!

1. No use or possession of drugs or alcohol in any form on or off the premises.
2. No use of medication without a prescription. Before a family member is prescribed medication, the physician must be informed that she is in recovery so that an acceptable medication can be prescribed. No narcotics or other mood-altering medications unless by special permission. A medication prescribed to one family member is never to be given to another. All medication will be kept in that family member's room.
3. No association by phone or otherwise with known or suspected practicing alcoholics and/ or drug addicts.
4. No intimate showings of affection with visitors while in the House (or on the property).
5. No weapons of any kind.
6. No threats or acts of violence and no prejudicial remarks.
7. No "sick contracts". Family members are required to inform the House Manager of broken rules or intent to break rules. Failure to do this is considered a sick contract and a dismissable offense.
8. No trespassing. Bedrooms are private; no one is to be in another family member's room without the occupant present.
9. No smoking tobacco in the House.
10. No borrowing without prior permission or stealing.
11. An attitude that is found to be detrimental to the House or other family members may be grounds for dismissal.
12. Proper, clean clothing will be worn at all times and proper, clean language will be used on and off the premises.
13. Violation of curfews is a dismissable offence.
14. No gambling in any form.
15. Any arrest by police officer or any violation of probation/ parole may be considered a violation of the rules of Progress House One and may result in expulsion from the House.
16. Termination of outpatient treatment or non-compliance with work and/or school requirements.

Signed _____ Date _____

Witness _____ Date _____

Progress House, Inc.
Transitional House

CHILDREN'S RULES

THESE RULES SHOULD BE ENFORCED BY THE MOTHERS AND
FAILURE TO DO SO MAY RESULT IN EXIT

1. There will not be any verbal, emotional, physical abuse.
Yelling at children or touching/slapping at them inappropriately
will not be tolerated and may result in immediate exit.
2. **CHILDREN** are to be in bed at age appropriate time but before
9:00 p.m. Mothers should spend quiet time with their children
before lights out.
3. **CHILDREN** may not leave fenced area unless with an adult.
No climbing on trees, fences or playing outside the front yard.
4. **CHILDREN** are not allowed to **EAT ANYWHERE** but the
kitchen or outside. This means snacks, cookies, crackers,
drinks, etc.
5. **CHILDREN** are not allowed in **SMOKING AREA** (state law)
6. No running or yelling in the hallways.
7. There will be no inappropriate touching (sexual) with any one
in or outside the **HOUSE**.
8. **CHILDREN** to be supervised at all times.
9. **NO** toys to be left or played with on the **STAIRS**. You are
responsible for cleaning up after your child.

Mother's Signature

Date

Policies/Consents Agreement

I, _____, agree to the following policies:

Liability

That I will not hold Progress House, Inc. or it's facility, Progress House Transitional House or its employees, agents, or members, liable for any personal injury, or any losses through fire or theft while I am in or about the premises, or in a vehicle of or at an outside function of the program.

Confidentiality

That should I learn the identity of any person or any confidential information about any person in the house, I will not disclose said information or identity under any circumstances. I understand that I may be subject to criminal penalties should I violate the provisions of this agreement.

Unclaimed Personal Effects

That all my personal effects (including but not limited to clothing, furniture, electrical appliances, vehicles, etc.) left on the premises upon my departure from the house, will be stored for a period of thirty (30) days from that date for collection by myself or a representative with a signed note permitting the representative to collect my personal effects. After this period, said effects may be given away, sold, discarded, or distributed to the remaining family members who need them.

Participation

That I agree to participate actively in the house meetings, outpatient counseling, vocational rehabilitation, and to maintain ongoing personal recovery, as long as this does not infringe on my personal rights.

Re-Admittance

That if I am asked to leave Progress House Transitional House, I am required to wait a period of One (1) month before requesting re-admittance.

Nondiscrimination

That I am aware that Progress House Transitional House does not discriminate on the basis of race, color, national origin, religion, sexual preference, or mental or physical disabilities in providing the services and benefits of its transitional home.

Rules and Regulations

That I have read and signed the General Rules and Definite Rules and agree to abide by them while I am in the transition home.

Follow-Up

That I agree to the transition home following up on my progress after leaving Progress House Transitional House, and that I will try to remain in contact every two (2) months.

Consent for Emergency Treatment

That I give my consent to the staff of Progress House Transitional House to transport me or have me transported to a medical facility in case of an emergency.

Consent for Urinalysis

That, Should there be any suspicion of my having consumed alcohol and/or other drugs, I give my consent to the staff of Progress House Transitional House, or other employees of Progress House, Inc. to take a urine sample for analysis at a accredited laboratory. I understand that should I refuse to be tested, I may be expelled from Progress House Transitional House. I further understand that I may be subject to on site testing at the discrimination of Progress House staff.

Consent for Room Search

That, should there be suspicion of me having prohibited items stored in my room such as but not limited to alcohol, other drugs, weapons, pornographic material, etc., I give my consent to have the House Manager and/or other employees of Progress House to search my room and belongings.

Signed _____ Date _____

Witness _____ Date _____

Payment Policy and Contract

I, _____, agree to pay Progress House \$ _____ per month for the cost of living at the transition home. I understand that this document is not a rental agreement but a contract to provide and be provided transitional living.

I have paid a \$100.00 security deposit upon entry to Progress House Transitional House. Upon final departure from the house, should my room be in the same condition, as when I arrived, and there are no other costs assessed, this security deposit will be fully reimbursed to me.

I understand that I may be asked to leave Progress House Transitional House with no notice should I break one or more of the rules, regulations or consent agreements of the house. I may also be asked to leave should I not maintain my monthly cost of living at the House.

In return for the above monthly cost of transitional living, Progress House Transitional House agrees to provide the following:

- A clean, alcohol and drug free living environment.
- A loan, if necessary, of towels, sheets, blankets and pillows for one month upon entry to the house.
- A fully equipped kitchen and private food storage.
- Assistance in finding, whenever possible, job opportunities and educational/training classes.
- Information about and referrals to A.A./N.A. and other meetings, outpatient counseling organizations and religious institutions.
- To uphold the personal rights of the family member in accordance with Title 9, Chapter 4, Section 10569, of the California Code of Regulations.

The maximum stay at Progress House Transitional House is one (1) year. I understand that it is my obligation to enroll in outpatient counseling within one (1) week of entering the transition home. If at the end of three (3) months I am not employed and/or in school or college and cannot provide proof that I am actively seeking work and/or education, I may be asked to leave the house.

I understand that I must give at least three weeks notice before moving out of Progress House Transitional House. Should I choose to leave without giving at least a two weeks notice or am asked to leave due to breaking the rules and regulations of Progress House Transitional House, I will not be reimbursed any cost of living balance or any funds remaining in my deposit.

Signed _____ Date _____

Witness _____ Date _____

Community Resources

Most information can be obtained from the El Dorado County
Department of Community Services (530) 621-6150

California Department of Alcohol and Drug Programs 1-800-879-2772

El Dorado County Department of Social Services (530) 621-6300

El Dorado County Women's Center
Business (530) 626-1450
24-Hr Crisis (530) 626-1131

El Dorado County Mental Health 24-Hr (530) 622-3345

El Dorado County Health Department (530) 621-6100

Alcoholics Anonymous Hotline (530) 622-3500

El Dorado Transit (share/dial-a-ride) (530) 642-4942

Education/Job Training

California Department of Rehabilitation (530) 626-0900

El Dorado County Adult Literacy Services (530) 621-5549

El Dorado County Office of Education (530) 622-7130

Golden Sierra Job Training Agency (530) 621-5870

G.A.I.N. (530) 621-5384

Employment Development Department (E.D.D.) (530) 622-2525
Or (530) 642-5500

Blue Ribbon Temporary and Personal Services (530) 622-7110

Child Care Information and Referrals

Choices for Children (530) 676-0707

Medical and Emergency Services

El Dorado County Social Services Medical, CMSP program (530) 621-6300

Emergency 911

Progress House Adult Recovery Maintenance Facility (PHARM),
Contract of Participation

This Contract of Participation for the Progress House Adult Recovery Maintenance Facility is between
PROGRESS HOUSE, INC.,
and

_____ a resident of PHARM, 173 Middletown Road, Placerville,
California, and is referred to in this contract as "resident." The resident is a Cal Works recipient in El Dorado County with
funding authorization.

Purpose of Contract

The purpose of this contract is to state the rights and responsibilities of the resident and Progress House, Inc., concerning the Cal Works Funding Account.

needs some of the monies from funding account to complete the program (example: to pay for school costs, DMV, housing, etc.).

Term of Contract

This contract will be effective on _____

Progress House may pay for auxiliary services of the resident the amount in the funding account when:

- (1) Progress House determines that the resident has successfully completed a minimum of 90 days of residency, and,
- (2) all guidelines for participants are met as outlined in the protocol and procedures for the program.

This contract will expire on _____

Resources and Supportive Services

During the term of the contract, Progress House will try to assist the resident in accomplishing the guidelines for participants. However, Progress House has no liability to the resident if the resources and services are not provided.

Resident Responsibilities

The resident must:

Follow all rules and regulations for the PHARM Facility. Be an authorized participant of Cal Works in El Dorado County. Must be an active participant in outpatient program, meeting treatment plan goals. Must maintain sobriety.

Funding Account

Progress House will establish a funding account for the resident. Resident's rent will increase the amount of the account in accordance with Protocol and Procedure Funding Guidelines. Listed below are the resident's financial commitments when the resident begins the PHARM program. These amounts will be used to determine the amount credited to the resident's PHARM funding account.

Seek and maintain suitable schooling or employment. Progress House, after consulting with the resident, will determine what employment is suitable based on the skills, education, and job training of that individual and available job opportunities in the area.

Complete the activities, within the dates listed in each individual training and services plan.

Provide Progress House with information regarding employment, job interviews, training, educational attendance, and other services and activities.

Comply with terms of the PHARM Facility.

Resident Monthly Rent

\$ _____

Reimbursement Available for
Eliminating Barriers to
Work and/or Education

\$ _____

Corrective Actions for Failure to meet Resident Responsibilities

If any resident does not meet his or her responsibilities under this contract, the resident will not receive the money in the funding account and Progress House may ask the resident to leave the PHARM.

Withdrawal of Funds from Funding Account

Progress House may permit the resident to withdraw funds from funding account if the resident has completed specific interim goals, designated by Progress House, and

Progress House Responsibilities

Assist the resident to obtain commitments from public and private sources for supportive services for residents.

Establish a funding account for the resident. Review the proposals and determine appropriate auxiliary services in a timely manner. Determine which, if any, interim goals must be completed before any funds may be disbursed from the funding account. Distribute any funds for services approved and provide documentation to resident of any distributions.

Distribute the amount in the funding account, if the resident has completed the contract and the resident has provided written request and documentation for auxiliary services.

Funding Disbursement

Completion of the contract occurs when Progress House determines that:

- (1) initial disbursement available after 90 days residency.
- (2) additional monies available monthly for next 3 months.
- (3) Cal Works Funding Account has a maximum life of six months for each Cal Works resident.
- (4) Staff approval of disbursement at monthly Funding Meeting.

Termination of the Contract of Participation
Progress House may declare this contract null and void if the resources and services necessary to complete the contract are not available.

Progress House must give a notice of termination or nullification to the resident. The notice must state the reasons for Progress House decision to terminate or nullify the contract.

If the contract is terminated or declared null and void, the resident has no right to receive funds from the funding account. Progress House must close the residents funding account.

Signatures:

Resident

(Signature of resident)

(Date Signed)

Progress House, Inc.

(Signature of Progress House representative)

(Date Signed)



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 10-0430.B.36

INVOICE

EXHIBIT C

510-50811

Important: Only original invoices will be accepted. To help identify an original invoice, we would prefer that vendors use blue ink. White-out corrections will not be accepted. Please use a separate invoice for each family. If providing family therapy, please list the names of all individuals to whom services were rendered.

Invoice Month: _____ Invoice / Account Number: _____ Caseworker: _____
 Business / Owner Name: _____ Telephone Number: _____
 Business Address: _____
 Permit-To Address (if different): _____

_____ (Print name of client or parent) _____ (Print name of caseworker)
 _____ (Print address of client or parent) _____ (Print address of caseworker)
 _____ (Print phone number of client or parent) _____ (Print phone number of caseworker)

1 Service Date	2 Client/Participant Name (Service Provided to)	3 Type of Service	4 Number of Hours or Sessions	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)

INVOICE TOTAL*

Service(s) provided by _____ Licensed Intern
 I certify that the information on this page is true and correct to the best of my knowledge.

Authorized Signature _____ Date _____

West Slope Vendors Send Invoices To:
 El Dorado County Dept. of Human Services
 Accounting Unit
 3057 Briw Road
 Placerville, CA 95667

East Slope Vendors Send Invoices To:
 El Dorado County Dept. of Human Services
 Child Protective Services Unit
 981 Silver Dollar Avenue
 South Lake Tahoe, CA 96150

***FOR VENDOR USE ONLY:**

Beginning contract balance:	
Amount remaining on contract:	
Total cost billed this invoice:	
Total cost billed year-to-date:	

FOR COUNTY USE ONLY: Program Expense Authorization

Case Name: _____

DOB: _____ EA End Date: _____

Approvals:

Social Worker By: _____

Date: _____

Supervisor By: _____

Date: _____

Program Mgr By: _____

Date: _____

Director By: _____

Date: _____

REVISED EXHIBIT B (A,2)
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, please send reports to:		East Slope Vendors, please send reports to:	
Social Worker's Name	E&T Worker's Name	Social Worker's Name	E&T Worker's Name
Dept. of Human Services	OneStop Career Center	Dept. of Human Services	OneStop Career Center
3057 Briw Road	3047 Briw Road	3368 Lake Tahoe Blvd. #100	3368 Lake Tahoe Blvd. #100
Placerville, CA 95667	Placerville, CA 95667	South Lake Tahoe, CA 96150	South Lake Tahoe, CA 96150

 Provider's Signature

 Date