

ORIGINAL

AGREEMENT FOR SERVICES #778-S0911

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Progress House, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2914 B Cold Springs Road, (Mailing: P.O. Box 1666), Placerville, CA 95667; (hereinafter referred to as "Contractor") (collectively hereinafter referred to as the "Parties");

RECITALS

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

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provisions of these services provided by Contractor is in the public's best interest and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services. Contractor shall provide personnel and services necessary for the provision of therapeutic counseling services, inpatient and outpatient substance abuse testing and treatment, anger management, assessments, life skills groups and classes, residential or transitional living services, home visits, case management and other related services to El Dorado County CalWORKS eligible clients in accordance with treatment plans authorized by the El Dorado County Department of Health Services, Public Health Division, CalWORKS Addiction Specialist working under an MOU with the Department of Human Services, Social Services Division.. 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 the client's ability to obtain and retain employment. Clients admitted to treatment may be tested for substance abuse usage. However, the cost of such testing shall be included within Contractor's rate for residential or transitional 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 CalWORKS Addiction Specialist, at no charge to County, of client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client's treatment plan.

Individual counseling session (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 Health Services, Public Health Division, CalWORKS Addiction Specialist, their Supervisor and 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) Program Code 20 (Alcohol and Drug Services) reimbursement rates, which are located under "Current Rate Structure DMC Rates" at the following website <http://www.adp.ca.gov/dmc/dmc.shtml> 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.

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

Contractor shall assure the highest level of client participation through a formalized program structure as evidenced by clinical documentation of (1) client attendance, (2) motivation to succeed in treatment, (3) goal accomplishments and (4) progress in removing barriers to employability.

Contractor shall provide American Society of Addiction Medicine-Patient Placement Criteria-2 (ASAM PPC-2) level of functioning throughout all treatment episodes for future outcome studies.

Contractor shall provide current State-approved Drug Medi-Cal (DMC) services to all CalWORKS Medi-Cal recipients and shall utilize Medi-Cal as primary payer of first resort to maximize available funding.

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 CalWORKS Addiction Specialist 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 Report - Within twenty-one calendar (21) days of the client's initial assessment, Contractor shall provide the CalWORKS Addiction Specialist, at no charge to County, with a written initial assessment report and treatment plan report of the Client's needs including the type of therapy to be utilized, the 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 have been initiated, Contractor must secure prior written approval from the appropriate CalWORKS Addiction Specialist, supervisor and program manager before commencing with Contractor's recommendations or before making any changes to the authorized treatment plan report, 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 CalWORKS Addiction Specialist, at no charge to County, with a brief written progress report outlining the primary issues being addressed with each client, their progress, and ongoing treatment goals (see Exhibit "B", marked "CalWORKS Bimonthly Client Progress Report," incorporated herein and made by reference apart hereof). If an alternate progress report is used, all fields noted on Exhibit "B" are mandatory. Failure to provide said progress report may delay payment for other preauthorized services as said report is a required deliverable.

Court Documents - Upon request, and within the time limit specified by County, Contractor shall provide the CalWORKS Addiction Specialist with comprehensive written reports for County's use in court. Contractor shall be compensated for the report at the DMC Program Code 20 (Alcohol and Drug Services) individual counseling session rate with a maximum limit of a two (2) session rates charged per report. The written initial assessment report and treatment plan report are specifically excluded from the court documents reimbursement rate, as these services shall be provided at no charge to County as defined under "Initial Assessment Report," above.

Court Appearances and/or Multidisciplinary Team Meetings - Upon subpoena by County, Contractor shall attend court sessions. Upon request by County, Contractor shall attend multidisciplinary team meetings. County shall only pay Contractor for court appearances when County subpoenas Contractor or 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 at the pertinent court session or 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 CalWORKS Addiction Specialist 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	Job One OneStop 3047 Briw Road Placerville, CA 95667	Dept. of Human Services Attn: CPS 981 Silver Dollar Ave. South Lake Tahoe, CA 96150	Job One OneStop 981 Silver Dollar Ave. 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) 530/543-6737 (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' CalWORKS Addiction Specialist 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 II

Term. This term of this Agreement as amended shall be for the period of July 1, 2009 through June 30, 2012.

ARTICLE III

Compensation for Services. 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." Invoices from Contractor received by County and/or submitted for payment from Contractor and accepted by County shall not be deemed evidence of allowable Agreement costs. Failure to submit invoices by the 15th of the month following the end of a service month may result in a significant delay in payment. An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit "C" marked "CalWORKS Invoice," incorporated herein and made by reference a part hereof.

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For the purposes hereof, the billing rate¹ for services specifically listed under ARTICLE I-Scope of Services or ARTICLE III-Compensation and as requested in writing shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates for Program Code 20 (Alcohol and Drug Services), which are located under "Current Rate Structure-DMC Rates" at the following website <http://www.adp.ca.gov/dmc/dmc.shtml> for the following services unless otherwise specified below. 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.

SERVICE	MAXIMUM RATE
<i>5 Panel UA on-site</i>	\$30 per test
<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</i>	\$25 per test
<i>Bimonthly Client Progress Reports</i>	No Charge
<i>Court Appearances</i> <i>Upon subpoena by County and pro-rated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<i>Court Documents</i> <i>Upon written request by County and with a maximum limit of two (2)-session rates charged per report.</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<i>Family Therapy</i> <i>1.5 hrs per session and per family member upon written request by County. "Family therapy" means face-to-face</i>	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug

¹ **Billing Rate Detail:** A) If it is determined that Client has Medi-Cal or other private insurance that covers the service(s), Contractor shall bill the appropriate insurance carrier first as primary insurance carrier. If Client's insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill County for the difference, minus any "co-pays" collected from Client. If Client has no insurance for the service, Contractor shall bill County at the rate set forth in this Agreement and shall not collect "co-pays" from Client. B) For individual therapy sessions, Contractor shall submit a single monthly invoice for each individual, noting the dates of service, the name of each individual treated, the type of treatment (individual therapy), the number of hours of service for each date, and the rate. C) For family therapy sessions, Contractor shall submit a single monthly invoice for each family, noting the dates of service, the names of the family members treated, the type of treatment (family therapy), the number of hours of service for each date, and the rate. D) For group therapy sessions, Contractor shall submit a separate, single monthly invoice for each group therapy participant for whom County has requested service, noting the date(s) of service, the name(s) of the individual(s) treated, the type of treatment (group therapy), the number of hours of service for each date, and the rate.

<p><i>contacts 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, focusing on the needs of the individuals served.</i></p>	<p>Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>
<p>Group Counseling <i>1.5 hrs per session and per group therapy participant upon written request by County. "Group counseling" means face-to-face contacts wherein one (1) or more therapists or counselors treat no less than two (2) and no more than twelve (12) group therapy participants at the same time, focusing on the needs of the individuals served.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Group Counseling UOS Rate</p>
<p>Individual Counseling Session <i>50-60 minutes per session and per individual upon written request by County. "Individual counseling" means face-to-face contacts between a client and a therapist or counselor. Telephone contacts, home visits and hospital visits shall not qualify as reimbursable units of service.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Initial Assessment <i>50-60 minutes per 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. Intake 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 shall be by a physician licensed to practice medicine in the State of California.</i></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>
<p>Initial Assessment Report and Treatment Plan Reports <i>Due within 21 days of client's initial assessment</i></p>	<p>No Charge</p>
<p>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></p>	<p>Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Alcohol and Drug Services) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate</p>

County shall not pay for "no shows," cancellations, telephone calls, or preparation of initial 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 the client's treatment plan.

Contractor shall bill County using the attached sample invoice, or a similar invoice, containing all of the same necessary and pertinent billing information. Contractor shall submit only original invoices

accompanied by copies of applicable written authorization(s) for requested service(s) and approved report(s) for services provided. Photocopied or faxed invoices shall not be accepted. Contractor shall ensure only billing information is included on the invoice. Information related to clients' diagnosis, prognosis or treatment is not permitted on the invoice. Invoices are to be sent as follows:

<i>West Slope Contractors Please send invoices to:</i>	<i>East Slope Contractors Please send invoices to:</i>
El Dorado County Department of Human Services Attn: Accounting Unit 3057 Briw Road Placerville, CA 95667	El Dorado County Department of Human Services Attn: Accounting Unit 981 Silver Dollar Avenue South Lake Tahoe, CA 96150

The total of this Agreement shall not exceed \$170,000.00 for the stated term.

ARTICLE IV

Mandated Reporter Requirements. Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

ARTICLE V

Medi-Cal Screening. Contractor shall ensure referred clients have been screened for Medi-Cal eligibility. The screening shall include, but not be limited, to:

1. Verifying that the Medi-Cal beneficiary is eligible to receive Medi-Cal services at the time the client is referred for service; and
2. Verifying El Dorado County as the responsible County; and
3. Assessing for valid full scope aid codes; and
4. Monthly verification of client eligibility during the time the services are provided to the client.

ARTICLE VI

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 VII

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 allow access to, 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 VIII

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 access to and confidentiality and security of personal identifiable information (PII) and the Social Security Act §1106 regarding disclosure of information in possession of an Agency.

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 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 IX

Access to Records. Contractor shall provide access to the Federal, State or local Contractor agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE X

Compliance with All Federal, State and Local Laws and Regulations. Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE XI

Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

ARTICLE XII

Contractor to County. It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XIII

Assignment and Delegation. Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assignment services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIV

Independent Contractor/Liability. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

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ARTICLE XV

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 XVI

Fiscal Considerations. The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall 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 the performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

Default, Termination and Cancellation.

- A. **Default:** Upon the occurrence of any default of the provisions of this agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** Either party may terminate this Agreement in the event the other party ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation Without Cause:** Either party may terminate this Agreement in whole or in part seven (7) calendar days upon written notice to County for any reason. If such

prior termination is effected, County shall pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, El Dorado reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVIII

Notice to Parties. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notice to County shall be in duplicate and addressed as follows:

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

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

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

Notices to Contractor shall be addressed as follows:

PROGRESS HOUSE, INC.
P.O. BOX 1666
PLACERVILLE, CA 95667
ATTN: TOM AVEY

or to such other location as Contractor directs.

ARTICLE XIX

Indemnity. Contractor shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as

expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XX

Interest of Public Official. No official or employee of El Dorado County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of El Dorado County have any interest, direct or indirect, in this Agreement of the proceeds thereof.

ARTICLE XXI

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 XXII

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

ARTICLE XXIII

Taxpayer Identified Number (Form W-9). All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIV

Insurance. Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.

- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of County.

ARTICLE XXV

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

ARTICLE XXVI

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 XXVII

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 XXVIII

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


ARTICLE XXIX

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: April 29, 2009
DeAnn Osborn
Staff Services Analyst II
Department of Human Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 4/29/09
Janet Walker-Conroy
Acting Director
Department of Human Services

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #778-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 05/01/2009

PROGRESS HOUSE, INC.
A CALIFORNIA CORPORATION

By: Tom Avey
Tom Avey
Executive Director
"Contractor"

EXHIBIT A

**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.**

II- 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:

- Notify the House Manager.
- Speak directly with the family member(s) causing the problem.
- 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
- * Chore Assignments
- * Activity Planning
- * Grievances
- * Meeting Schedules
- * New Ideas
- * House Projects

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 Transition 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 Transition 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 off the facility:

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

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

- A maximum of three visitors is allowed per House member per day unless by special permission of staff.
- No showing of improper, open affection.
- No family or friends in the member's bedrooms.
- 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.
- 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:

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

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

Cleaning Before Leaving

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

_____ a resident of PHARM, 175 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.

Term of Contract

This contract will be effective on _____

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.

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 residents PHARM funding account.

Resident Monthly Rent

\$ _____

Reimbursement Available for
Eliminating Barriers to
Work and/or Education

\$ _____

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

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

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.

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.

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.

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.

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
CalWORKS 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:	
Case Worker's Name	Case Worker's Name	Case Worker's Name	Case 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 _____ 09-0685.B.39

CalWORKS INVOICE

EXHIBIT C

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.

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

Does the client/participant have insurance that covers all or a portion of the billed rate? Yes No
 Is there another funding source to pay all or a portion of this service, e.g., insurance, Medi-Cal, EPSDT, CAPIT/CBCAP/PSSF or other grant funding? Yes No
 Was this funding source billed? Yes No

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
 Attn: Accounting
 3057 Briw Road
 Placerville, CA 95667

East Slope Vendors Send Invoices To:
 El Dorado County Dept. of Human Services
 Attn: Employment & Training
 981 Silver Dollar Avenue
 South Lake Tahoe, CA 96150

***FOR VENDOR USE ONLY:**
 Beginning contract balance: _____
 Total cost billed this invoice: _____
 Amount remaining on contract: _____
 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: _____