

ORIGINAL

AGREEMENT FOR SERVICES #510-S0811

THIS AGREEMENT 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 2914B Cold Springs Road (Mailing: P.O. Box 1666), Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide therapy, anger management, substance abuse testing and treatment, residential treatment, and transitional housing services on an "as requested" basis for referral clients of the Human Services Department; and

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 3100;

NOW THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to furnish therapeutic counseling, client treatment plans and written reports, substance abuse testing and treatment, intensive outpatient treatment, outpatient group counseling sessions, individual counseling sessions, detoxification, residential treatment, and transitional housing services as requested 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 the client's ability to meet the objectives of the client's treatment plan as approved in writing by the client's caseworker. 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 separately. 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 client appointment no-shows, cancellations, or any other urgent concerns directly affecting the client's treatment plan.

Whenever possible, individual counseling sessions 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, must be approved beforehand in writing by the caseworker and their supervisor and billed at the normal business rate as detailed in Exhibit "A" marked "Drug Medical (DMC) Reimbursement Rate Schedule Effective January 1, 2008, El Dorado County Departments of Human Services and Public Health, Substance Abuse and Other Therapeutic Counseling and Treatment Services".

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

Prior to the commencement of work for any contracted service(s), Contractor shall obtain a written authorization form that has been signed by the Program Manager, Director, Assistant Director, and/or Chief Financial Officer.

A written proposal shall be submitted to and approved by the Human Services Director, Assistant Director, and/or Chief Financial Officer prior to the commencement of any work for any services requested but not specified within "Scope of Services" and/or having specific pricing in either "Compensation for Services", and/or the attached Exhibit "A".

Services shall not be started 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. The 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 assessments 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. Once services have been approved and initiated, Contractor shall secure prior written approval from the appropriate caseworker, their Supervisor, and Program Manager 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 Exhibit "C", marked "Bimonthly Client Progress Report," incorporated herein and made by reference apart hereof). If an alternate progress report is used, all fields noted on Exhibit "C" 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. Upon request by County, Contractor shall attend multidisciplinary team meetings. Contractor shall be paid for these appearances at the individual counseling session (50 minutes) rate for time actually spent in the courthouse or in the meeting. The County shall only pay Contractor for court appearances when County subpoenas Contractor.

Contractor shall submit 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: Child Protective Services 3057 Briw Ridge Rd. #A Placerville, CA 95667 | Job One OneStop 4535 Missouri Flat Rd. #1A Placerville, CA 95667 | Dept. of Human Services Attn: Child Protective Services 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) | 530/642-5505 (ph) 530/642-5539 (fax) | 530/573-3201 (ph) 530/541-2803 (fax) | 530/573-4330 (ph) 530/543-6735 (fax) |

Reports detailed herein are considered a required deliverable. Services shall be considered incomplete until such date as said reports are submitted to and approved by the Department of Human Services. Compensation for services shall not be provided for incomplete services. Reports and authorizations shall be attached to invoices.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of February 29, 2008 through June 30, 2011.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a “service month”. 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 payment. Invoices submitted for payment by the 15th of the month following the end of a service month shall be paid within thirty (30) days following County receipt and authorization of approved invoice(s). An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit “D” marked “Invoice,” incorporated herein and made by reference a part hereof.

For the purposes hereof, the maximum billing rate¹ shall be at the current State-approved Drug Medi-Cal (DMC) reimbursement rates, described in Exhibit “A” marked “Drug Medi-Cal (DMC) Reimbursement Rate Schedule Effective January 1, 2008, El Dorado County Departments of Human Services and Public Health, Substance Abuse and Other Therapeutic Counseling and Treatment Services” except for the following rates:

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¹ **Maximum Billing Rate Detail:** A) If it is determined the client has private insurance that covers the service(s), Contractor shall bill the appropriate insurance carrier first as primary insurance carrier. If the client’s insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill the County for the difference. If the client has no insurance for the service, Contractor shall bill the County at the rate set forth in this Agreement. 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. Billing shall be at the set hourly rate for the family unit, not per person. D) For group therapy sessions, Contractor shall submit a separate, single monthly invoice for each group therapy participant for whom the County has requested service, noting the date(s) of service, the name of the individual treated, the type of treatment (group therapy), the number of hours of service for each date, and the rate.

| <i>SERVICE</i> | <i>MAXIMUM RATE</i> |
|---|---|
| 5 Panel UA on-site | \$30 per test |
| 9 Panel UA on-site | \$40 per test |
| Bimonthly Client Progress Reports | No Charge |
| Court Appearances | Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon subpoena by County and for time actually spent in courthouse. |
| Court Documents | Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session with a two (2) hour maximum per report. |
| EtG and 5 Panel UA Combo on-site testing | \$60 per test |
| EtG Substance Abuse Test only without on-site testing | \$30 per test |
| Family Therapy (1.5 hrs) | \$31.56 per family member per session with a maximum of twelve family members per session |
| Hair Strand Testing | \$95 per test |
| Initial Assessment (due within 21 days of client's initial visit) | No Charge |
| Methadone Testing | \$5 per test |
| Multidisciplinary Team Meeting | Current Drug Medi-Cal Reimbursement Rate for Individual Counseling Session upon request by County and for time actually spent in meeting. |
| Oxycodone Testing | \$25 per test |
| Same Day Substance Abuse Testing (includes instant UA and breathalyzer) | \$25 per person |
| UA Testing | \$25 per test |

The County shall not pay for “no shows”, cancellations, telephone calls, or preparation of initial assessments 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 the same necessary and pertinent billing information. Contractor shall submit only original invoices and a copy of the written authorization(s) for service with all invoices submitted and bimonthly reports as applicable for payment. 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 accordingly:

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

The total of this Agreement, as amended, shall not exceed \$600,000.00 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

Conflict of Interest: 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.

ARTICLE VI

Medi-Cal Screening: Contractor shall screen 100% of referred clients 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 VII

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 the County 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 VIII

Access to Records: The 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 the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

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 XI

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

ARTICLE XII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of

this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE XIII

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 adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE XIV

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable

Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County 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.

ARTICLE XV

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

Notices to County shall be addressed as follows:

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

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667

or to such other location as the County directs.

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 the Contractor directs.

ARTICLE XVI

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- 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 Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer 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 the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less

than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XVIII

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

ARTICLE XIX

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 XX

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor 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 the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

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

ARTICLE XXII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIII

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

ARTICLE XXIV

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 XXV

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

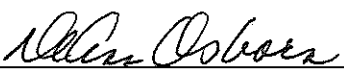
ARTICLE XXVI

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


ARTICLE XXVII

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: March 5, 2008
DeAnn Osborn
Staff Services Analyst
Human Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 3/5/08
Doug Nowka
Director
Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 03/11/2008

PROGRESS HOUSE, INC.
A CALIFORNIA CORPORATION

By: 

Tom Avey
Executive Director
"Contractor"

EXHIBIT A

Drug Medi-Cal (DMC) Reimbursement Rate Schedule Effective January 1, 2008 El Dorado County Departments of Human Services and Public Health Substance Abuse and Other Therapeutic Counseling and Treatment Services

NOTE: Any changes to DMC rates by the State will 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.

Outpatient Services

Group Session (1.5 hrs)

- \$31.56
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served.

Individual Counseling Session (50 minutes)

- \$74.79
- A face-to-face session between a client and a therapist or counselor.

Perinatal Group Session (1.5 hrs)

- \$63.62
- A face-to-face session in which one or more therapists or counselors treat no less than three and no more than twelve clients at the same time, focusing on the needs of the individuals served. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child (ren).
- Reimbursable only thru Perinatal Set-Aside and Perinatal Drug Medi-Cal funding

Perinatal Individual Session (50 minutes)

- \$106.08
- A face-to-face session between a client and a therapist or counselor. Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child (ren).
- Reimbursable only thru Perinatal set-aside and Perinatal Drug Medi-Cal funding.

Day Care Rehabilitative

- \$67.55
- Substance abuse counseling and rehabilitation services lasting three or more hours, but less than 24 hours, per day, for three or more days per week.

Individual Assessment (50-60 minutes)

- \$74.79
- The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.

Intake (50 minutes)

- \$74.79
- The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.

Treatment Planning (50 minutes)

- \$74.79
- Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

EXHIBIT A

Discharge (50 minutes)

- \$74.79
- Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.

Crisis Intervention (50 minutes)

- \$74.79
- Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.

Case Management (50 minutes)

- \$74.79
- Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to 4 episodes per month. Not billable per client.

Transitional Housing (per day)

- \$17.50
- 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.

Inpatient Services

Residential Treatment (per bed day)

- Not to exceed \$92.00. The actual rate will be negotiated between the purchaser and the vendor.
- The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

Residential Perinatal Treatment (per bed day)

- \$96.81
- The delivery of services to females who are pregnant or who have children age 17 or under, including women who are attempting to regain legal custody of their child (ren). Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

Residential Perinatal Drug Medi-Cal (room and board per bed day)

- \$17.00
- Eligible clients must meet Title 22 Drug Medi-Cal requirements and program must be Drug Medi-Cal certified. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA/NA.

EXHIBIT B

**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 meeting 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 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 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
PROGRESS HOUSE, INC.,
and

_____ 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

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.

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

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:

Table with 2 columns: West Slope Vendors, send report to; East Slope Vendors, send report to. Includes contact info for Social Worker's Name and E&T Worker's Name for both locations.

Provider's Signature _____

Date _____

INVOICE

EXHIBIT D

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: _____ Caseworker: _____
 Business / Owner Name: _____ Telephone Number: _____
 Business Address: _____
 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 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: | 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: _____

Supervisor By: _____

Program Mgr By: _____

Director By: _____

Date: _____