

ORIGINAL

AGREEMENT FOR SERVICES

#445-PHD0505

CALWORKS SUBSTANCE ABUSE SERVICES PROGRESS HOUSE, INC.

Amendment I

THIS AMENDMENT I to that **AGREEMENT** made and entered into on July 1, 2005 by and between the County of El Dorado, a political subdivision of the State of California through its Public Health Department (hereinafter referred to as "County"), and Progress House, Inc, a California Nonprofit Public Benefit Corporation qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 2914 "B" Cold Springs Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor is currently under agreement with County to provide substance abuse treatment services for CalWORKs clients; and

WHEREAS, County receives funding through a Department of Social Services CalWORKs Grant to be used in the provision of such services; and

WHEREAS, County has reallocated funding to CalWORKs treatment service providers and said reappropriation is allowed under the current agreement; and

WHEREAS, County and Contractor mutually agree to amend **Article III, Compensation for Services**.

NOW, THEREFORE, County and Contractor mutually agree to replace **Article III, Compensation for Services**, in its entirety with the following:

ARTICLE III

Compensation for Services: The total maximum obligation provided for by this Agreement shall not exceed \$71,900 over the term. County shall reimburse Contractor within 45 days of receipt of original invoices which reflect detail regarding period being billed, services performed (identified by case number), compensation due for each service, and total compensation due for all services. The basis for reimbursement shall be actual cost, paid at provisional rates per unit of service. The provisional rates applicable to services covered by this Agreement are:

Rates for services are not to exceed the following:

Assessments:		\$150.00
Residential:	Men's Residential Day	\$ 60.00
	Women's Residential Day	77.00
	Perinatal Residential Day*	95.00
	*Includes:	
	Medi-Cal Treatment	\$76.00
	Room & Board (not covered by Medi-Cal)	\$19.00
	*Breakdown reflects Medi-Cal eligible clients and appropriate billing.	
Outpatient:		
	Individual Session (limited to intake, treatment planning, treatment, discharge planning, crisis intervention, collateral services and home visits) (per hour)	\$95.00
	Group Session (1.5 hours)	\$35.00
Transitional Housing (per day):		\$15.00
Case management (per hour):		\$70.00

All invoices to County shall be supported at Contractor's facility by source documentation that substantiates the accuracy, appropriateness, and necessity of services billed. Such documentation may include, but is not limited to: ledgers, books, vouchers, journals, time sheets, payrolls, signed attendance rosters, appointment schedules, client data cards, client payment records, client charts documenting services rendered, client treatment plans, cost allocation schedules, invoices, bank statements, cancelled checks, receipts, and receiving records. County may require Contractor to submit back-up documentation that supports monthly invoices along with any or all invoices. Failure of Contractor to supply requested documentation in support of any invoice may result in denial of payment by County. County shall determine the format and content of monthly invoices, and may modify invoice format and/or content at any time by giving thirty (30) days advance notice to Contractor.

Invoices shall be submitted to County at the Public Health Department, A/D Programs Division, 415 Placerville Drive, Suite R, Placerville, CA 95667.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: James R. Sweeney
James R. Sweeney, Chairman
El Dorado County Board of Supervisors

Date: 6/13/06

ATTEST:
Cindy Keck, Clerk

By: Cindy Keck Date: 6/13/06
Deputy Clerk

CONTRACTOR

By: Tom Avey
Tom Avey, Executive Director
Progress House, Inc.
A California 501(c)(3) corporation

Date: 06/01/06

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AGREEMENT

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WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a contractor to provide substance abuse treatment services for CalWORKs clients; and

WHEREAS, County has obtained funding through a Department of Social Services CalWORKs Grant to be used in the provision of such services; 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 such services provided by Contractor are in the public's best interest, 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 agrees to perform the following activities:

- A. Provide residential, transitional and outpatient substance abuse treatment services, home visits and case management to El Dorado County CalWORKs clients in accordance with treatment plans authorized by County Department of Social Services. Clients admitted to treatment may be tested for drug usage; however, the cost of drug testing shall be included within Contractor’s rate for service and shall not be billed separately.
- B. Provide documented transitional services to CalWORKs clients in accordance with standards detailed in Exhibit A, Progress House Transitional House - House Manual, attached hereto and made by reference a part hereof.
- C. Assure the highest level of client participation through 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. Includes supervision by case management staff at all service levels.
- D. Provide American Society of Addiction Medicine - Patient Placement Criteria-2 (ASAM-PPC-2) level of functioning documentation throughout all treatment episodes for future outcome studies.
- E. Provide Drug Medi-Cal reimbursable services whenever possible to serve client needs and to maximize funding available.

ARTICLE II

Term: This Agreement becomes effective July 1, 2005 and will remain in effect until June 30, 2006.

ARTICLE III

Compensation for Services: The total maximum obligation provided for by this Agreement shall not exceed \$66,900 over the term. County shall reimburse Contractor within 45 days of receipt of original invoices which reflect detail regarding period being billed, services performed (identified by case number), compensation due for each service, and total compensation due for all services. The basis for reimbursement shall be actual cost, paid at provisional rates per unit of service. The provisional rates applicable to services covered by this Agreement are:

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Invoices shall be submitted to County at the Public Health Department, A/D Programs Division, 415 Placerville Drive, Suite R, Placerville, CA 95667.

ARTICLE IV

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

County shall retain the right to amend this agreement at any time to reallocate unexpended funds to support treatment activities under other agreements.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be rendered 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 VI

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 VII

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 VIII

Budgeting For Continuous Operation: Contractor shall operate continuously throughout the term of this Agreement, with at least the minimum number and type of staff needed to provide required services and to meet federal, State, and County requirements. Contractor shall plan for even expenditure of funds provided by this Agreement throughout the term of the Agreement. That is, one twelfth of the total funding amount shall be budgeted for service delivery each month. To the maximum extent possible, Contractor shall deliver services each month that are commensurate with one twelfth of the total dollar amount available to pay for those services. To ensure that services are available continuously throughout the term of this Agreement, County reserves the right to defer payment of any amount included on a monthly invoice that exceeds one twelfth of the total amount available under this Agreement. Further, in the event Contractor expends the entire amount obligated by this Agreement before the end of the term of the Agreement, and the County has not previously deferred payment, the County offers no assurance that any additional amounts will be made available.

ARTICLE IX

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

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide 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.

In the event the State or federal government reduces, delays, or eliminates funding needed to carry out activities under this Agreement, in the sole discretion of the County this Agreement may be modified or cancelled in its entirety. Notice of intent to modify or cancel the Agreement pursuant to this paragraph shall be in writing and shall be delivered to Contractor as stated in Article XVI. Such notice shall be sent to Contractor not later than three work days from the County's receipt of notification of the funding reduction, delay, or termination. Contract modification or cancellation pursuant to this paragraph shall become effective on the date the reduction, delay, or elimination of funds is imposed upon the County, or on a later date determined by the County and at the sole discretion of the County.

ARTICLE X

Cost Report:

Contractor shall submit a Cost Report to County on or before October 1 in the year in which this Agreement is terminated. Contractor shall prepare the Cost Report in accordance with all federal, State, and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Contractor, and available at any time to Administrator upon reasonable notice.

Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

Final Settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's Total Maximum Obligations as set forth in Article III of this Agreement. Contractor shall not claim expenditures to County which are not reimbursable pursuant to applicable federal, State and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for a nonreimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submission of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues, are lower than the aggregate of monthly provisional rate payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made, in cash, with the submission of the Cost Report. If such reimbursement is not made by Contractor within forty-five (45) days after submission of the Cost Report, County may, in addition to any other remedies, reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

If the Cost Report indicates the actual and reimbursable cost of services provided pursuant to this Agreement, less applicable revenues, are higher than the aggregate of monthly provisional rate payments to Contractor, then County shall pay Contractor the difference within forty-five (45) days after verification of the amount owed, provided such payment does not exceed the Total Maximum Obligation of this Agreement.

The following attestation shall be attached to the Cost Report:

" I, _____ (Agency Director or Board of Director Chairman) _____, hereby declare under penalty of perjury under the laws of the State of California that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge, cost reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of _____ in accordance with applicable instructions, except as noted. Executed this _____ day of _____, 20__ at _____, California."

ARTICLE XI

Inspections and Audits:

- A. Administrator, any authorized representative of County, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records, of Contractor which such persons deem pertinent to

this Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Retention Article of this Agreement. Such persons may at all reasonable times, inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided or administered.

- B. Contractor shall actively participate and cooperate with any persons specified in Article XI, subparagraph A, above in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. Contractor shall obtain an annual financial statement audit in accordance with Government Auditing Standards (GAS). If Contractor's total federal expenditures, excluding Federal Medi-Cal/Medicaid, are \$300,000 or more, Contractor must obtain an audit in accordance with OMB Circular A-133.
- D. Contractor shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the Services provided to each client.
- E. Contractor's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection and audit reproduction by County.
- F. Within fourteen (14) days after final audit is approved by Agency's Board of Directors, Contractor shall forward to Administrator a copy of any audit report. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of Contractor's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.
- G. Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in Contractor's internal control structure, County may terminate this Agreement as provided for in the Termination paragraph or direct Contractor to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Administrator in writing within fifteen (15) days after receiving notice from County.
- H. Contractor will have two (2) months to implement a corrective action plan and to submit to County a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Agreement.

- I. All Contractor's funding records related to this Agreement shall be subject to audit by County at any time during the term of this Agreement, and for a period that extends through any required records retention period, should it be requested by County's Auditor/Controller. In the event that Contractor has more than one funding agreement with County, Contractor shall maintain an individual schedule of expenses for each County agreement, such that can be reconciled to an audit of any individual agreement. If Contractor receives in excess of \$500,000 in total funding from County in any one fiscal year, Contractor must have an independent/individual audit of each County agreement.

ARTICLE XII

Records Retention:

- A. Financial and client records shall be retained by Contractor for five (5) years from the date of submission of the Cost Report that pertains to this Agreement.
- B. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement as to which exception has been taken by County or State or federal governments, shall be retained by Contractor until disposition of such appeals, litigation, claims or exceptions is completed.

ARTICLE XIII

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 in 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 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, for any reason, by giving seven (7) calendar days written notice to Contractor. If such prior termination is effected, County will 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 Agreement. 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, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

Nondiscrimination in Employment:

- A. Contractor certifies compliance with California Government Code, Section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related to the development, implementation and maintenance of a nondiscrimination program. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor will ensure that qualified applicants have equal opportunity for employment, and that qualified employees have equal opportunity during employment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship.

- B. Contractor agrees to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246. Contractor agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC 794).
- C. Contractor shall only employ individuals as substance abuse counselors who meet all applicable State requirements pertaining to certification and/or licensure, and who are qualified and competent to perform the tasks assigned to them. Contractor shall regularly evaluate the performance of all its treatment staff and implement immediate corrective action

if any performance problems are identified. The County may request in writing that the Contractor investigate incidents of suspected poor performance by Contractor treatment staff, and the Contractor shall do so within the timeframes and under the terms contained in the County's written request.

- D. Contractor shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. In the event of non-compliance with Subparagraph A or B of this Article or as otherwise provided by State and Federal law, this Agreement may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts involving State or federal funds.

ARTICLE XV

Nondiscrimination in Services, Benefits and Facilities:

- A. Contractor certifies under the laws of the State of California that the Contractor shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability. Contractor shall make its program accessible to persons with disabilities. Contractor shall operate in accordance with State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- B. For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: denying a participant any service or access to service, or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- C. Complaint Process – Contractor shall furnish all clients with written notice of their right to file complaints alleging discrimination in the delivery of services. This notice shall inform

clients that:

1. Complaints may be filed with the County Administrator or the U.S. Department of Health and Human Services, Office of Civil Rights.
 2. In those cases where the client's complaint is filed initially with the Office of Civil Rights (Office), the Office may proceed to investigate the complaint, or the Office may request that the County Administrator conduct the investigation.
 3. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged discrimination and, if not satisfied with the decision, may file an appeal with the Office.
- D. Accessibility – If the Contractor employs more than 15 staff members, it must:
1. Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses federal or state accessibility laws or regulations.
 2. Designate at least one employee as the person responsible for: 1) implementing an internal accessibility program to ensure persons with disabilities have access to the Contractor's facility; and 2) receiving and resolving complaints that allege violation of federal or state accessibility laws or regulations.
- E. Retaliation - Neither Contractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or State law.

ARTICLE XVI

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, Certified, Return Receipt Requested.

Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

PROGRESS HOUSE, INC.
2914 "B" COLD SPRINGS ROAD
PLACERVILLE, CA 95667
ATTN: TOM AVEY, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE XVII

Indemnity: To the fullest extent of the law, 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 provided 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 XVIII

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 Worker's 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 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 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 will 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 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 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 will 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 worker's compensation and professional liability insurance policies.
- 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 in 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 the Risk Management Division, as essential for protection of the County.

ARTICLE XIX

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 XX

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 XXI

Confidentiality: Contractor shall conform to and monitor compliance with all State and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements of Part 2, Title 42, Code of Federal Regulations; Welfare and Institutions Code, Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code; and Title 22, California Code of Regulations, Section 51009.

Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Title 42, Code of Federal Regulations, Part 2; Welfare and Institutions Code, Section 14100.2; Health and Safety Code, Section 11977; and Title 22, California Code of Regulations, Section 51009.

Prior to providing any services pursuant to this Agreement, all employees, subcontractors, and volunteer staff or interns of Contractor shall agree, in writing, with Contractor to maintain the

confidentiality of any and all information and records which may be obtained in the course of providing such services.

ARTICLE XXII

HIPAA: Under this Agreement, Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Exhibit B, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XXIII

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 will 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 XXIV

Taxpayer Identification/ Form W-9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE XXV

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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVI

Drug Free Workplace:

Contractor shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free work place by taking the following actions:

- A. Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or

organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by the Government Code, Section 8355(a).

- B. Establish a drug-free awareness program as required by the Government Code, Section 8355(b) to inform all employees about all of the following:
 - (1) The dangers of drug abuse in the work place;
 - (2) The person's or organization's policy of maintaining a drug-free work place;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by the Government Code, Section 8355(c), that every employee engaged in the performance of the contract:
 - (1) Be given a copy of the Contractor's drug-free policy statement; and
 - (2) As a condition of employment, agree to abide by the terms of the statement.
- D. Failure to comply with these requirements for a drug-free work pace may result in suspension

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XXVIII

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 XXIX

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

ARTICLE XXXI

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: Charlie Paine
Charlie Paine, Chairman
El Dorado County Board of Supervisors

Date: 6/28/05

ATTEST:
Cindy Keck, Clerk

By: [Signature]
Deputy Clerk

Date: 6/28/05

CONTRACTOR

By: Tom Avey
Tom Avey, Executive Director
Progress House, Inc.
A California 501(c)(3) corporation

Date: 6/8/05

**PROGRESS HOUSE
TRANSITIONAL HOUSE**

HOUSE MANUAL

Progress House Transitional House

House Manual Table of Contents

	Page #
I- Communal Living	3
Active Participation	
Projects	
Chores	
Meals	
II- Attitudes and Behaviors	4
III- Groups and Meetings	5
1. Alcohol and Other Chemical Dependency Meetings	
2. House Meetings	
3. House Business Meetings	
IV- Telephone Policy	6
V- Medical	6
VI- General	6
1. Bed Rest	
2. Cameras	
3. Clothing	
4. Curfew	
5. Food	
6. House Manager	
7. Isolating	
8. Kitchen	
9. Language	
10. Library books and video rentals	
11. Loan of household items	
12. Mail	

13.	Sign In/Out	
14.	Outside Activities	
15.	Prohibited Items	
16.	Radios, Television, and Videos	
17.	Smoking	
18.	Vehicles	
VII-	New Family Members	9
VIII-	Visitors	10
	Visit Hours	
	Rules for Visiting Family and Friends	
IX-	Moving On	10
	Cleaning Before Leaving	
X-	After Moving On	11
	General Rules.....	12
	Definite Rules.....	13
	Children's Rules.....	14
	Policies Agreement.....	15
	Payment Policy And Contract.....	17
	Resources.....	18

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
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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

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)

Exhibit B

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of

Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
 - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.

- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
- H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
- I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
- J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).

4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within sixty (60) days of receiving a written request from County,

incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

C. Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.
- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be

satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts – any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.