

ORIGINAL

AGREEMENT FOR SERVICES #078-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Recovery Center, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 972-B Tallac Avenue, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

WITNESSETH

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

WHEREAS, County receives funding through a California Department of Social Services CalWORKs allocation to the Department of Human Services 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 these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to perform activities as follows:

Provide therapeutic counseling services, in-patient and out-patient substance abuse treatment, anger management, assessments, life skills groups and classes, residential or transitional living services, substance abuse testing, home visits, case management and other related services to El Dorado County CalWORKs eligible clients in accordance with treatment plans authorized by El Dorado County CalWORKs Addiction Specialists. Services shall include but not be limited to, individual psychotherapeutic counseling to assist with chemical addiction and related social, psychological, and/or medical problems that impede the client's ability to obtain and retain employment. Clients admitted to treatment may be tested for substance abuse usage; however, the cost of such testing shall be included within Contractor's rate for residential or transitional service and shall not be billed separately. All substance abuse testing shall be scheduled and conducted on a random basis to ensure accurate monitoring of client progress.

Transitional Living services for CalWORKs clients will be provided in accordance with standards set forth in Exhibit "D" marked "Sierra Recovery Center Transitional House - House Manual", attached and incorporated herein and made by reference a part hereof.

Individual therapy shall be provided by a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), providers licensed by the Board of Behavioral Sciences or other certified parties, as appropriate. Substance abuse treatment will be provided by Certified Addiction Specialists. If service is delegated to an intern, the individual must be pre-licensed and all assignments must be under the direct supervision of licensed or certified staff.

Services shall be provided during Contractor's normal business hours and days. Contractor shall only begin services for a specific client upon receipt of written authorization from the appropriate Public Health Department CalWORKs Certified Addiction Specialist. Contractor shall secure prior approval from the Addiction Specialist before making changes to the authorized treatment plan, including type of therapy and number/frequency of sessions. The County will not pay for services that have not been pre-approved.

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.

Provide American Society of Addiction Medicine – Patient placement Criteria-2 (ASAM PPC-2) level of functioning throughout all treatment episodes for future outcome studies.

Provide Drug Medi-Cal reimbursable services to all CalWORKs Medi-Cal recipients to utilize Medi-Cal as payer of first resort to maximize available funding.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2006 through June 30, 2007.

ARTICLE III

Compensation for Services: For authorized services provided herein, County agrees to pay Contractor monthly in arrears. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month", except that invoices for the month of June must be submitted by June 15th to allow for payment prior to the end of the fiscal year. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services."

For the purposes hereof, the maximum counseling and other billing rates shall be as described in Exhibit "A", marked "Service Rates, FY 2006-07, Substance Abuse Treatment Services for CalWORKs, incorporated herein and made by reference a part hereof. If it is determined the client has private insurance which covers any service, Contractor shall bill the appropriate insurance carrier. If the client's insurance covers the service at a rate less than the rate set forth in this Agreement, Contractor shall only bill the County for the difference. If the client has no insurance for the service, Contractor shall bill the County at the rate set forth in this Agreement.

Contractor shall submit a single monthly invoice of services billed, detailing each visit for each individual client, noting this Agreement number, the specific treatment(s) with date(s) of service, the number of hours of service for each date, and the applicable service rate.

The County will not pay for "no shows", cancellations, telephone calls or preparation of initial assessments or bi-monthly progress reports. Contractor shall verbally inform the appropriate CalWORKs Addiction Specialist immediately, at no charge to County, of appointment no-shows, cancellations or urgent concerns directly affecting the client's treatment plan.

Initial Assessment – Within 21 days of the client's initial visit, Contractor shall provide the appropriate CalWORKs Addiction Specialist, at no charge to the County, with a written initial assessment and treatment plan, indicating the type of therapy to be utilized and recommended number/frequency of sessions.

Bi-Monthly Progress Reports – No later than thirty (30) days after the end of each second service month, Contractor shall provide the appropriate CalWORKs Addiction Specialist, at no charge to the County, with a brief written progress report outlining the general nature of the primary issue(s) being addressed with each client that impede the client's ability to obtain and retain employment, his/her progress towards employability, and ongoing treatment goals. See Exhibit "C", marked "CalWORKs Bimonthly Client Progress Report", incorporated herein and made by reference a part hereof. If an alternate progress report is used, all fields noted on Exhibit "C" are mandatory.

Payment shall be made within thirty (30) days following County receipt and authorization of approved invoice(s). An example of an approved invoice containing necessary and pertinent billing information is described in Exhibit "B" marked "Sample Invoice," incorporated herein and made by reference a part hereof. Invoices shall be submitted to County at the appropriate address specified on Sample Invoice. Contractor shall bill county using the sample invoice, or a similar invoice, containing the same necessary and pertinent billing information. Contractor

shall submit only original invoices. Photocopied or faxed invoices will not be accepted. Contractor shall ensure only billing information is included on the invoice. Information related to client's diagnosis, prognosis or treatment is not permitted on the invoice.

The total amount of this Agreement shall not exceed \$60,000.00.

ARTICLE IV

Confidentiality: The Contractor shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all request for disclosure of such information not originating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For the purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Contractor shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations promulgated thereunder.

ARTICLE V

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

Contractor hereby agrees that they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial

assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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 IX

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 X

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 for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

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

ARTICLE XI

Default, Termination, and Cancellation:

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

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

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

ARTICLE XII

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

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HUMAN SERVICES DEPARTMENT
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: JOHN LITWINOVICH, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SIERRA RECOVERY CENTER
972-B TALLAC AVENUE
SOUTH LAKE TAHOE, CA 96150

or to such other location as the Contractor directs.

ARTICLE XIII

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

ARTICLE XIV

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance 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 the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services

shall be performed prior to the giving of such approval. In the event 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 the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

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 XVI

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 XVII

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 XVIII

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

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is John Litwinovich, Director, Human Services Department, or successor.

ARTICLE XX

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 XXI

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 XXII

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

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator/Department Head Concurrence:

By:  Dated: 7/10/06
John Litwinovich, Director
Human Services Department

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

-- COUNTY OF EL DORADO --

Dated: 8/15/06

By: James R. Sweeney
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: Stephryn Taylor Date: 8/15/06
Deputy Clerk

-- CONTRACTOR --

Dated: _____

SIERRA RECOVERY CENTER
A CALIFORNIA CORPORATION

By: Betsy Fedor
Betsy Fedor
Executive Director
"Contractor"

EXHIBIT A

SERVICE RATES
FY 2006-07
Substance Abuse Treatment Services for CalWORKs
SIERRA RECOVERY CENTER

Service	Maximum Rate
Bi-Monthly Report	No Charge
Initial Treatment Plan	No Charge
California Assessment and Substance Abuse Testing	\$155/person
Mini Assessment (no substance abuse testing)	\$50
Outpatient (individual substance abuse treatment, intake, treatment planning, treatment, discharge planning, crisis intervention, home visits, case management and collateral services)	\$103/hour
Intensive Outpatient Group Therapy (IOP)	\$67.85/3 hours
Group Therapy	\$32.33/1.5 hour
Substance Abuse Testing	\$30/person
Detox/Residential Treatment	\$93/day
Transitional Housing	\$13.39/day

SAMPLE INVOICE

CalWorks Substance Abuse Services

Important: Only original invoices will be accepted. Please make copies for your records, if necessary.

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

Does the client/participant have Medi-Cal or private insurance that covers all or a portion of the billed rate? [] Yes [] No

1 Service Date	2 Client/Participant Name (Service Provided to)	3 Type of Service	4 Unit(s) of Service	5 Agreement Rate	6 Rate Billed to Insurance	7 Difference between Columns 5 and 6	8 Total Billed to El Dorado County DHS (Column 4 x 7)
INVOICE TOTAL:							

Service provided by: _____ Date _____
 [] Licensed [] Intern
 For County Use Only
 Program Expense Authorization
 Vendor ID#: _____

Program & Index Code 530534	CalWORKS Substance Abuse Treatment Services
Sub 4300	
Object:	
User Code: 50y073	EA End Date: / / Other:
Case Name:	DOB:
Approvals:	
Caseworker:	Date: / /
Program Manager:	Date: / /

Authorized Signature: _____ Date _____
 East Slope Vendors, send invoice to:
 El Dorado County Department of Human Services
 Attn: Accounting Unit
 981 Silver Dollar Avenue
 South Lake Tahoe, CA 96150

El Dorado County
CalWORKs Bi-Monthly Client Progress Report

Provider's Name _____

Address _____

Telephone Number _____ Fax Number _____

Client's Name _____

Case Worker's Name _____

Dates of sessions since last report (please indicate no shows by writing "N/S" next to the date)

Assessment, goals, and treatment plan

Progress since last report

Please complete a progress report bimonthly for each CalWORKs eligible client referred by the El Dorado County Public Health Department under Department of Human Services Contract. Send this report to the appropriate office:

Department of Human Services
Attn: Public Health Department
CalWORKs Certified Addiction Specialist
3057 Briw Road
Placerville CA 95667

Telephone (530) 642-7300
Fax (530) 626-9060

Department of Human Services
Attn: Public Health Department
CalWORKs Certified Addiction Specialist
981 Silver Dollar
South Lake Tahoe CA 96150

Telephone (530) 573-4300
Fax (530) 541-2803

Provider's Signature _____

Date _____

EXHIBIT D

SIERRA RECOVERY CENTER TRANSITIONAL HOUSE HANDBOOK

Welcome to Sierra Recovery Center Transitional Housing. A transitional home is an opportunity provided to those individuals who earn the privilege and opportunity to slowly re-enter everyday life with all its stressors, problems, and decision-making. It's important to start off your new life with the proper support, a safe environment, and commitment to personal program development. Specifically, you are expected to continue treatment on an outpatient basis, seek employment and/or further education while preparing to move off forward into the community.

The atmosphere of the house depends on how you and your house members get along with each other. It is not easy to live in a group home and even less so when all the members are in process of recovering from dysfunctional behaviors such as addiction. Here are five 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.*
5. *Keep NO Secrets*

You have come to Sierra Recovery Center Transitional Housing to reach a goal in becoming functionally independent. All goals require study, planning, and practical work in order to be realized. If you have come here just because it is a safe place to live and not to make any life changes, you will probably find yourself, when it is time to leave, back in the same position you were in when you arrived. However, if you make a commitment to embrace change, your life will continue to improve when you move on into the community.

I. Communal Living

Active Participation:

It is the intent of Sierra Recovery Center to assist you with appropriate counseling services while living at the Transitional 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 personal recovery, they are only part of the process; equally important is maintaining a clean, sober and stable environment. This means participation in running a group 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 Outpatient groups, individual treatment review sessions, scheduled random urine testing, 12-step meetings and activities except when work, education, or appointments are pre-approved by your counselor.

Program Fee:

Your program fee is \$100.00 per week or \$400.00 per month. You may develop a payment plan with our Fiscal Administrator that allows you to pay your fee monthly or weekly. Failure to comply with your agreed commitment will result in expulsion.

Projects:

At times, there will be special projects set to maintain the house. You will be required to participate in these mandatory events. The projects can consist of facility beautification, repair, cleaning, etc. . . .

Community Service:

Each house member is required to give back to the program by way of community service work each week. For the Men's and Women's Transitional Houses, you are required a minimum of eight (8) hours weekly. For the women at the Women and Children House, you are required a minimum of six (6) hours weekly. These hours and assigned commitments will be scheduled as follows: Contact the Front Desk at Outpatient for assignment of a minimum of four (4) hours weekly and the Residential office for assignment of a minimum of four (4) hours weekly. Women at the Women and Children House are required to schedule a minimum of six (6) hours weekly, three at Outpatient and three at Residential.

Separation from Residential Clients:

Once you have moved into the Transitional House you no longer are to associate directly with any residential client. Members are not permitted to fraternize with residential clients (male or female). It is important that they are focused on their treatment and that you are focused on your transition. You are encouraged to be cordial, but you are not permitted to "hang out" or spend time with them, sponsor them or have any other inappropriate contact. You are not permitted to have any financial transactions or do shopping for them at all (*this includes food, cigarettes and transportation*).

Chores:

All chores must be completed and ready for inspection by 8:00 a.m. The house and grounds must be kept clean at all times. This includes play area, all parking areas, side yards and living area.

Beds are to be made, clothes put away, all rooms must be 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 house member.

Failure of each person to maintain the cleanliness of the transitional house will result in written warnings to the person(s) with the infraction.

It should be noted that three (3) write-ups for any infractions of any rules is cause for expulsion from the house.

Meals:

Each house member is responsible for purchasing, storing, and preparing his/her own meals. This is to include labeling food that is stored in community areas such as the refrigerator. Each member will be assigned her/his own individual cabinet and/or shelf space in the kitchen area. No food or beverages are allowed in the bedrooms. Under NO circumstance will any 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

Prejudice and acting in an uncivil or aggressive manner towards one another, is not allowed.

Obscene or "low life" dress, (** Please see attached dress code for specific guidelines) actions, and speech are not allowed on or off the property. Street jive, prison lingo, "junky attitudes" and bragging about the good old days show a lack of desire 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 member is better than another no matter what race, creed, color, sexual orientation or background.

Sierra Recovery Center Transitional Housing will not allow anyone to remain who cannot leave his or her prejudices at the door. House members are expected to get to know each other and respect each other's views. Grouping up and excluding other members violates the unity of the house and will be tolerated.

DATING/RELATIONSHIPS:

While a member of the house no dating or sexual relationships are allowed. Intimate sexual relationships between clients, staff and/or housemates is strictly forbidden. Violation of this rule will result in eviction. Staff has a code of ethics that forbid any outside friendships, contact or relationships of other than a professional nature with any current or past client. Please honor this and do not act in a seductive or inviting manner towards them.

If you were in a relationship prior to moving into the house, Sierra Recovery Center staff will assess these relationships on an individual basis and develop appropriate treatment planning that will determine what, if any level of involvement, will be allowed. You will be expected to adhere to any agreed treatment contract you make with us without exception.

III Groups and Meetings:

THERE IS A MANDATORY HOUSE MEETING WEEKLY. PLEASE KNOW THAT THERE IS NO EXCUSE OR JUSTIFICATION FOR MISSING THIS MEETING AND THE CONSEQUENCES CAN AND WILL INCLUDE MOVING!!

1. Outpatient Counseling:

Prior to moving into the house you must have an appointment for a treatment plan with an outpatient counselor. If for any reason you miss or try to delay this appointment, you will be asked to move immediately. 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. Self Help Meetings:

Sponsorship and fellowship support is encouraged. Everyone is required to attend a minimum of three (3) self-help meetings per week and be working with their sponsor or a self-help advisor on a weekly basis. Times will be set-aside for you to meet with your sponsor at the house. This will be determined at the weekly meeting. (**NO TRANSITIONAL HOUSE MEMBER MAY SPONSOR ANYONE WHILE LIVING IN OUR HOUSE.)

3. Unscheduled House Meetings:

Any house 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 a house meeting is called, the concerned member must follow simple procedure:

- Notify the House Supervisor
- Speak directly with the House member(s) causing the problem.
- Be respectful and focused.

4. House Business Meetings:

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

- House Maintenance
- Chore Assignments
- Meeting Schedules
- Problems
- House Projects

All weekly Transitional House Sign-Off sheets **MUST** be turned in at the weekly business meetings. You are responsible for maintaining and keeping track of this sheet. No substitute paper or excuse for loss will be accepted.

IV. Telephone Policy:

No long distance calls or toll calls can be made on the House phone. Anyone found to be using a calling card or third party billing without permission of the owner or making calls billed to the House may be expelled from the House.

If the phone "beeps" while you are on the line it means there is a call waiting, **YOU MUST**, answer the call. This is out of respect for the others in the house.

V. Medical

Any member receiving a prescription or needing to take medications while in the Transitional House, must first get this approved by the Clinical Director **PRIOR** to filling or using the medication. Anyone using medications for a purpose other than prescribed or in quantities greater than prescribed will be asked to move 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 Sierra Recovery Center Transitional House or within 12 months of your last test.

You may not take someone else's prescribed drugs. (**Please know this is a felony and no level of breaking the law is not tolerated by this program) They are only for the person for whom they have been prescribed. If you do abuse this you will be expelled from the house immediately. This will include the person for whom the drugs were prescribed for and the person who takes them without a doctor's prescription.

VI. General

1. Clothing

Proper attire must be worn at all times! Clean, appropriate clothing is to be worn at the house and away. T-shirts must not have "drug/alcohol culture" logos. Be mindful of what you wear to ensure you are not repeating old behaviors. This could also include exposing too much of your body. Be careful, it could be very important as to how others see you. (**Please review attached Dress Code)

2. Curfew

All residents are expected to be home by 9 p.m. Monday through Thursday, and Fri, Sat and Sun by 11 p.m., unless working or visiting overnight with friends or family with the permission of your counselor. If for any reason you find that you cannot return by the scheduled time you must contact the House Supervisor and the Residential office immediately.

3. House Supervisor

The House Supervisor is responsible for the smooth running of Sierra Recovery Center Transitional House. They are here not only to pay attention to the members' needs and well-being but also to assist each member's growth and transition. They have been chosen because it was felt that they would exercise their authority with wisdom and apply the rules and regulations as the director intended them.

4. Isolating

Members are here to prepare themselves for independent living. Part of this preparation is participation in a continued program, and learning to get on in a group environment. Members who are isolating in their rooms will be confronted and reevaluated for continuing in transitional living.

5. Kitchen

Each member will be given a shelf or 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, stovetop, and dining table cleaned and dried, and everything put away. You must clean out your portion of the refrigerator **AT LEAST** once a week to throw out old food and for general cleaning.

6. 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. You must curb your use of this at all times in the house and out on the grounds. Any slang words used to describe race, creed, color, etc. will be grounds for expulsion from the house.

7. Sign in/ Sign out

All members must sign out when leaving the House. All the requested information on the Sign In/Out Sheet must be completed if known. When away from the house, 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 (unless attending the movies), nightclubs, etc.)

If you want an overnight visit or a week-end pass, you must request this 7 days prior to the visit. These requests must be approved by both the House Manager and your counselor.

8. Activities

Remember that House members are ambassadors of Sierra Recovery Center 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.

9. Prohibited Items

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

- Mouthwash 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 a qualified physician and with prior approval from the Clinical Director.
- Drug paraphernalia such as pipes, syringes, literature, (magazines, books, and posters).
- Fireworks of any kind.
- Any and all video games.

10. Television and Video

At 9:00pm, radio, TV and all other noise must be turned down to a minimum. By midnight the television and radios should be turned off. At no time is it acceptable to keep the television on all night or all day. Members are NOT to lie on or "loungue" on the couch at any time whether the television is on or off. Violation may result in expulsion from the house. Movie videos may be bought or rented. In general, movies that are pornographic, overly violent, or glorify the "drug culture" will not be allowed. If you are a resident of the Women's and Children's transitional house, please note that only "G" and "PG" rated movies are allowed to be shown in that house. No private TV's are allowed in the bedrooms. Please respect the TV rules or they will be modified. If you have a special time you need to watch a movie, etc clear it with the house members prior to your needs. Remember, TV is not a babysitter or to be on just for noise. It is important to learn how to live without outside stimuli.

11. 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 or on the balconies, porches, decks, patios, or anywhere within 20 feet of the house! All cigarette butts must go in outside ashtrays. Do Not "Flick" these into the yard or driveway. The smoking area must be kept clean at all times. Please empty butt cans at least once per day. Smoking areas need to be away from entrances to the houses at least 20 feet.

12. Vehicles

Due to the limited parking at Sierra Recovery Center Transitional House, 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 and you must provide proof of all of the items.

VIII. Children

Your children are your own responsibility. Supervision of your children is your responsibility and you may not expect other House members to supervise them. It is suggested that your children accompany you on outings, appointments, errands, etc., as much as possible. It is advised that attending 12-Step meetings, OP Groups and sponsor work be done without your children if at all possible to benefit your own recovery. Children need consistency and structure. Spanking and yelling at children is strictly prohibited, this includes any loud, angry voices or threatening tones. This behavior towards your children could cause termination from the house. Please remember we are mandated reporters and are required to report any concern of child abuse, neglect or endangerment. Children need to be in bed **NO LATER THAN 9:00 p.m.!** When your children get up in the morning you **MUST** also be up with him and/or her.

IX. Visitors

The only visitors allowed in the House or on the House grounds must be pre-approved by your counselor. An Approved Visitor list will be maintained by the House Manager for each House member. Only those friends and relatives who are not practicing alcoholics and/or substance abusers are allowed to visit.

Any House member 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 house members. No improper showing of affection and no visitors are allowed in the bedrooms. If a House member has a visitor they must notify the house who the person is and when they will be visiting. It is the House Manager's responsibility to insure that only those visitors on an Approved Visitor List are allowed in the House or on the property. There are no women in the men's houses and no men in the women's houses under any circumstances unless they are approved maintenance people.

X. Moving On:

When possible and/or appropriate, clients have the option to make changes in their living arrangements.

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

- You must inform the House Supervisor that you are planning to move two weeks in advance.
- Turn in your set of house keys the day you leave.

Cleaning Before Leaving

- The room is to be thoroughly vacuumed.
- 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 and refrigerator 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 fail to turn your set of house keys in, you will be charged for the cost of re-keying the house.

If you leave any of your belongings at the House after moving on, we will hold them for a period of three (3) 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.

GENERAL RULES:

Any client owning an auto must provide copies of current registration and insurance to SRC administration in order to obtain permission to keep the vehicle on SRC property. For those without private transportation, all transitional houses are located within a reasonable distance to public transportation and a bus schedule is available in each home.

At all times, house members are expected to respect the privacy of their housemates.

All members have the opportunity to express a choice regarding rooms and housemates.

The safety of all house members is of paramount importance. There are safety features in your home such as locks and smoke detectors. Should they need replacement or repair, please notify the House Manager *immediately*.

The "Sign In/Out" sheet must be completed with destination(s), contact name(s), phone number(s), and estimated return time.

You are responsible to bring your own bedding, linens and food. You must keep the amount of items to a bare minimum. There is very limited space and carloads of belongings are more than the house can handle.

No pets are allowed in the T-Houses.

All 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 member must designate a replacement if she/he is unable to perform assigned chores due to an outside appointment, change in work schedule or classes, or illness.

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 member sees that an area needs cleaning that is not their assigned chore, they are to clean it and inform the House Supervisor.

ALL NOISE must be kept to a minimum after 9:00pm in consideration of those who wish to sleep or study.

Laundry is only to be done between 11AM and 9PM, unless other others are agreed upon by all members of the house.

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!

I have read and understand all the rules in this contract.

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 House member is prescribed medication, the physician must be informed that they are 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 member is never to be given to another. All medication will be kept in the 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. **Members are required to inform the House Supervisor or Sierra Recovery Center staff of broken rules or intent to break rules.**
8. **No trespassing. Bedrooms are private; no one is to be in another member's room without the occupant present.**
9. **No smoking tobacco in the House or on the property.**
10. **No borrowing without prior permission of owner. Stealing is a dismissable offense.**
11. **An attitude that is found to be detrimental to the House or other member's will not be tolerated.**
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 and not being where you say you are going to be is a dismissable offense.**
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 Sierra Recovery Center Transitional House and may result in expulsion from the House.**
16. **Termination of outpatient treatment or non-compliance with work and/or school requirements is cause for dismissal.**

Signed _____
Date _____

Witness _____ Date _____

Policies/Consents Agreement

I, _____, agree to the following policies:

Liability ~ That I will not hold Sierra Recovery Center or it's facility, Sierra Recovery 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 at an outside function of the program.

Confidentiality ~ That should I learn the identity of 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 three (3) 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.

Temporary Leave of Absence ~ Every effort will be made to maintain a house member's bed space in the event of a temporary medical, legal or personal absence. The duration of any such bed space reservation may be limited by the current waitlist but cannot exceed 2 weeks.

Re-Admittance ~ That if I am asked to leave Sierra Recovery Center Transitional House, I am required to wait a period of One (1) month before requesting re-admittance.

Signed _____

Date _____

Witness _____ Date _____

Community Resources

Most information can be obtained from the El Dorado County
Department of Community Services (530) 573-3492

- California Department of Alcohol and Drug Programs 1-800-879-2772
- El Dorado County Department of Social Services (530) 573-3200
- El Dorado County Mental Health business-(530)573-3251
24hr -(530) 544-2219
- El Dorado County Women's Center business-(530) 544-2118
24-Hr-(530) 544-4444
- El Dorado County Health Department (530) 573-3155
- Alcoholics Anonymous Hotline (530) 542-1243
- S.T.A.G.E. / Bus Plus (530) 542-6077

Education / Job Training

- Vocational Rehabilitation (530) 541-3226
- Lake Tahoe Community College Learning Lab (530) 541-4660 x 249
- Lake Tahoe Unified School District (530) 541-2850
- Golden Sierra Job Training Agency (530) 543-6740
or 573-1012
- Cal Works (530) 573-3273
- Employment Development Department (EDD) (530) 573-2333
or 573-2330
- Blue Ribbon Temporary and Personal Services (530) 544-0194

Child Care Information & Referrals

- Choices For Children (530) 541-5848