

EXHIBITS

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EXHIBIT I

SAMPLE AGREEMENT



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

CALIFORNIA WORK OPPORTUNITIES AND RESPONSIBILITY TO
KIDS (CalWORKs)

SUBSTANCE ABUSE TREATMENT SERVICES

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Contract No. _____

ALCOHOL AND DRUG SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, on _____, County released a Request for
Proposals ("RFP") for California Work Opportunities and
Responsibility to Kids ("CalWORKs") Substance Abuse Treatment
Services, a competitive selection document with the objective of
finding the most qualified, feasible, and cost effective proposer
to enter into an agreement and to provide said services to
County;

WHEREAS, on or about _____, Contractor submitted a
RFP proposal response to County's RFP for CalWORKs Substance
Abuse Treatment Services, whose proposal response is incorporated
into this agreement by reference;

WHEREAS, this Agreement is contemplated and authorized by
Division 10.5 of the Health and Safety Code commencing with
Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.;
Title 9 of the California Code of Regulations ("CCR"), Division

4; Government Code Section 26227; and, to the extent this Agreement is funded by Federal Block Grant funds, also by Health and Safety Code Sections 11754 and 11775, and by Government Code Section 53703; and

WHEREAS, to the extent this Agreement is funded by General Relief ("GR") funds, also by Welfare and Institutions Code Sections 17000 and 17001.5; and

WHEREAS, to the extent this Agreement is funded by Statham funds, also by Penal Code Section 1463.16; and

WHEREAS, the terms "SAPC" and "SDADP", as used in this Agreement, refer to County's Substance Abuse Prevention and Control and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, the term "Director", as used herein refers jointly to County's Director of the Department of Public Health ("DPH") or his/her authorized designee, or as may otherwise be redefined in the County Code and;

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) ____, ____, and ____, and the term "Schedules" refers to Schedule(s) ____, ____, and ____, (and when applied, the term "Budgets" refers to Budget[s] ____, ____, and ____), inclusively, unless otherwise noted; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence July 1, 2011 and shall continue in full force and effect to and including June 30, 2012. Said Agreement shall thereafter be automatically renewed for one (1) year terms, for a maximum of two (2) years, without further action by the parties hereto, to and including June 30, 2014.

The term of this Agreement may be extended by Director or his designee beyond the stated expiration date of June 30, 2014, subject to availability of funding, for a period of twelve (12) months through June 30, 2015, upon the written mutual agreement of the parties which, for the County, shall include federal and State approvals. All provisions of the Agreement in effect on the date the extension commences shall remain in effect for the duration of the extension.

Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove. Contractor shall send the written notice to County at the address(es) provided under the NOTICES paragraph herein below.

Contractor shall notify DPH SAPC when this Agreement is within six (6) months from the expiration of the term provided hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPH SAPC at the following address:

Mr. Gary Izumi, Chief
Contract Development and Processing Division
Substance Abuse Prevention and Control
1000 S. Fremont Avenue, Building A-9 East, Third Floor
Alhambra, California 91803

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar day advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also suspend and/or terminate this Agreement immediately upon the occurrence of any of the following events:

- (1) Federal and/or State funds are not available for this Agreement or for any portion hereof;
- (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as SAPC, or any local agency designated by the SAPC to administer such review and recommendation, or by SDADP and such review or approval is not given;
- (3) to the extent that Contractor is approved to provide

narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect, without suspension or any restrictions, all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not be limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's DPH, Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the

ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Contractor or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Contractor. County shall first deduct any unpaid balance from any final settlement amounts which may be due the Contractor to enable County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Contractor agrees to remit by cashier's check the remaining unpaid balance to County within ten (10) days of final settlement.

F. Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove Contractor shall send the written notice to County at the address(es) provided under the Notices paragraph herein below.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) EXHIBIT IA: ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - SUBSTANCE ABUSE PREVENTION AND CONTROL - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2011
- (2) EXHIBIT IB: OUTPATIENT TREATMENT SERVICES
- (3) EXHIBIT IC: RESIDENTIAL TREATMENT SERVICES
- (4) EXHIBIT ID: DAY CARE HABILITATIVE SERVICES
- (5) EXHIBIT IE: RESIDENTIAL MEDICAL DETOXIFICATION SERVICES
- (6) EXHIBIT II: CALIFORNIA WORK OPPORTUNITIES AND RESPONSIBILITY TO KIDS (CalWORKs) POLICY AND PROCEDURES

Contractor may obtain electronic copies of documents (1) through (6) from SAPC website,
<http://www.publichealth.lacounty.gov/sapc/>.

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (6) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor.

This Agreement shall not restrict DPH from acquiring similar, equal, or like goods and/or services from other entities or sources.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided under this Agreement total _____ Dollars (\$_____). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto, subject to availability of funds.

B. During the period July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided under this Agreement total _____ Dollars (\$_____). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto, subject to availability of funds.

C. During the period July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided under this Agreement total _____ Dollars (\$_____). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto, subject to availability of funds.

D. Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total agreement authorization under this Agreement. Upon occurrence of this event, Contractor shall send written notification to the contact person and address indicated below:

Mr. Gary Izumi, Chief
Contract Development and Processing Division
Substance Abuse Prevention and Control
1000 S. Fremont Avenue, Building A-9 East, Third Floor
Alhambra, California 91803

E. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either:

(1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under SAPC control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no

event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph, be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, the ALTERATION OF TERMS of this Agreement, Director may consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert

witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration

dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Health
Substance Abuse Prevention and Control
Program Compliance and Quality Assurance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the

Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best

ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary:

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements:

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy.

Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage:

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), and separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

9. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's

compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

10. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written

amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without

County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with cost or price analysis thereof.

(4) "A copy of the proposed subcontract." Any later modification of such subcontract shall take the form of a formally written subcontract amendment which

must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as affecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between federal law and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Public Health Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by SAPC; as well as all other applicable federal,

State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of Addicts for Addiction) [Section 11215 et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Section 10000, et seq.]; Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Section 1101 et seq.) and Federal regulations pertaining thereto; regulations of the FDA, and the DEA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

13. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

14. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

15. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its ADDITIONAL PROVISIONS shall govern and prevail.

16. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses

all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

17. CONTRACTOR'S OFFICE: Contractor's primary business office is located at _____. Contractor's primary business telephone number is (____)_____, facsimile/FAX number is (____)_____, and electronic-mail ("e-mail") address _____. Contractor shall notify County, in writing, of any changes made to primary business address, business telephone number, facsimile/FAX number, and/or e-mail address as listed herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be

(1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Public Health
Substance Abuse Prevention and Control
Program Compliance and Quality Assurance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director and has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By Patricia Gibson, Acting Chief
Contracts and Grants Division

Revised:6.7.10.er

Exhibit IA

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

SUBSTANCE ABUSE PREVENTION AND CONTROL

ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2011

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2011

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ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2011

1. ADMINISTRATION

COUNTY'S Director of Public Health or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE

A. Form of Business Organization: Contractor shall prepare and submit to Substance Abuse Prevention and Control ("SAPC"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within

thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to SAPC, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to SAPC, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by

Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is

a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common

owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. BOARD OF DIRECTORS AND ADVISORY BOARD

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board

meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of

Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

4. STAFFING

Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on alcohol and drug services. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements

set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and

maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, prevention/treatment, and support personnel. Participation of administrative, prevention/treatment, and support personnel in training/staff development should include in-service activities, such as nuisance abatement strategies for prevention staff and case conferences for treatment staff; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. For treatment staff, training received through State Department of Alcohol and Drug Program (SDADP) - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. For prevention staff, training on the Strategic Prevention Framework, CalOMS Prevention, environmental prevention strategies, and other evidence-based prevention

strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4 Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

A. Detoxification and Residential Services: If detoxification or residential services are provided

hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such

prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

C. Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

5. NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws and regulations. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation.

In providing services hereunder, facility access for disabled must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is

dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination in a treatment service, he or she may appeal the matter to the SDADP, Residential and Outpatient Programs Compliance Branch, Complaint Investigations Unit. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

Pursuant to Exhibit C, Article IV, Paragraph B.2 of the County Net Negotiated Amount (NNA) agreement with the SDADP, the following shall apply to programs funded with Substance Abuse Prevention and Treatment Block Grant (SAPT BG):

1. Contractor shall provide services to all eligible persons in accordance with federal and State statutes and regulations.

2. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

(a) Lack of educational materials or other resources for the provision of services;

(b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;

(c) Institutional, cultural, and/or ethnicity barriers;

(d) Language differences;

(e) Lack of service advocates; and

(f) Failure to survey or otherwise identify the barriers to service accessibility.

(g) Needs of persons with a disability

6. NONDISCRIMINATION IN EMPLOYMENT

A. Contractor certifies and agrees pursuant to all applicable Federal and State anti-discrimination laws and regulations, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, or status as

disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation or status as disabled veteran or veteran of the Vietnam era in accordance with requirements of all applicable Federal and State laws and regulations. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race,

national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require

in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify,

defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of

Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS

Contractors providing residential and/or non-residential treatment services hereunder, agree to give priority to individuals referred to Contractor for services by County's Department of Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before non-DCFS and non-DPSS referred individuals, and shall also be admitted to residential programs before non-DCFS and non-DPSS referred individuals. Regardless of priority status, DCFS and DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and encourage any such participants in need of alcohol and drug services to seek such services.

10. PARTICIPANT ELIGIBILITY

If participants are provided treatment services hereunder, participant's eligibility to receive alcohol and drug services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

11. PARTICIPANT FEES

If Contractor provides participants with residential and/or non-residential treatment services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on

participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs.

Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11852.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

12. BILLING AND PAYMENT

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, medical insurance, or other third party coverage, Contractor shall be compensated by County for performing alcohol and drug services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County Department of Public Health Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to

Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by SAPC. All billings shall clearly reflect all required information as specified on the billing forms and any other information as required by the SAPC (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process Contractor's billings, in regards to the services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto.

Contractor will be paid the lesser of the monthly maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

c. Billings for Drug/Medi-Cal services shall be presented to County by the tenth (10th) of each calendar month for the preceding month. Billings received after the tenth (10th) of the calendar month will not be paid.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, medical insurance, or other third party coverage), or is

covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are)

not delivered by Contractor to State, or to County (which requires such information to generate reports that are sent to the State), by the date(s) specified, then County may elect to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report(s) is(are) delivered to the State or County. County further reserves the right to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, due to CONTRACTOR'S refusal to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph of this Agreement.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other alcohol and drug services agreements between County and Contractor, due to the actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases funds to County

for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, and to County's right to withhold any and all payments due to Contractor for any failure to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph herein, County may elect to withhold any and all payments due to Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may withhold all payments due to Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance

with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, any and all payments due to Contractor may be withheld under this provision. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs one (1) through five (5) herein, the Director may withhold claims for payment by Contractor for delinquent

amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

h. Notwithstanding any other provision of this Agreement, County may withhold any and all payments to Contractor under any and all alcohol and drug services agreements between County and Contractor, if State, federal, and/or County auditor (or any other funding source) advises County of significant findings that warrant such withholding of funds.

i. Notwithstanding any other provision of the NNA/DMC Agreement between the State and the County, and the agreement between County and Contractor, County may withhold ten percent (10%) of all payments to Drug/Medi-Cal contractors under any and all alcohol and drug services agreements between County and Contractors as a reserve for future liabilities resulting from, but not limited to penalties and audits.

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost

Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph herein below.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum

allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefore by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Public Health Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are

higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

(3) Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(4) Interest may be charged on amounts owed to SAPC as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division

10.5 of the Health and Safety Code; Title 9, Chapter 4 of the CCR; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

D. Contractors that receive a combination of Medi-Cal funding and other federal or State funding for the same service element and location shall be reimbursed for actual costs as limited by Medi-Cal reimbursement requirements, except that reimbursement for non Medi-Cal services shall not be limited by Medi-Cal rate requirements or customary charges to privately paying clients.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by

County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) percent per fiscal year based on County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Office ("CEO"). If the increase or decrease exceeds twenty-five percent (25%), approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by

Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice

of such reallocation to Contractor and to County's "CEO". Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors.

Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

14. RECORDS AND AUDITS

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities (for treatment staff only, this requirement does not apply to prevention staff), records of specific service activities, and other records as specified by SAPC. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's SAPC during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Substance Abuse Prevention and Control -

Description of Service Activities - July 1, 1993 and the Department of Public Health Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by SAPC in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any

additional record requirements which may be included in the Exhibits(s) attached hereto. This provision does not apply to prevention contracts.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Public Health Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Public Health Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., alcohol and other drug prevention services, residential community recovery program, inpatient

medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received.

Contractor agrees that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Public Health Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) SAPC-requested alcohol and drug service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, CalOMS data, State General Fund statistics, and total facility statistics (e.g., staff

hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the SAPC approved Contractor budget) in providing alcohol and drug services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Public Health Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements shall be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit

of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's work papers shall be retained at least five (5) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States

Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor that are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such similar availability and access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Public Health - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations.. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon

which County may cancel, terminate or suspend this Agreement.

H. Cooperation During Audits and Investigations:

Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

If an audit requires Contractor to submit a Corrective Action Plan ("CAP") to correct program deficiencies, County may withhold any and all future payments due Contractor until Contractor meets the requirements of the CAP to County's satisfaction.

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

15. REPORTS

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be

waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the SAPC monthly the following reports:

For treatment providers: By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into SAPC's online system, the Los Angeles County Participant Reporting System admission questions or discharge questions, as applicable,

for each participant admitted to or departing from Contractor's services under this Agreement.

For prevention providers: By the first Friday of the month following the month for which the data is collected, the California Outcome Measurement Services for Prevention ("CalOMS Pv"). Data should be entered in to the on-line CalOMS Pv system daily, weekly at a minimum.

Failure by Contractor to submit the required reports to SAPC shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Public Health, SAPC Financial Services Division ("FSD"), one (1) original and one (1) copy of an

annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report, for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting for treatment providers of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report, and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such termination or cancellation date to County's Department of Public Health FSD.

17. CONFIDENTIALITY

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives for the operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that

all of its officers, employees, and agents who perform services hereunder, obtain all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall ensure that such licensees permits, registrations, accreditations, and certifications are current and in effect during the term of this Agreement. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the SAPC within ten (10) calendar days following the execution of this Agreement and upon renewal or extension.

20. RESTRICTIONS ON LOBBYING

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles

County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of

filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance,

vandalism, or misuse. Contractor shall contact SAPC's Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this

Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

Contractor shall have a thorough knowledge of community representatives, organizations, and general population of the area where services are being provided. Contractor shall maintain a written policy that describes community outreach activities targeted to minimize any negative community reaction towards the presence of a treatment program in the community. (This provision does not apply to prevention Contractors.)

25. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Agreement, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.

B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.

C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.

D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both.

26. DRUG FREE WORK PLACE

Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying

the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (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 Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

- (1) Be given a copy of the County's drug-free policy statement; and
- (2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the

Agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

- (1) Contractor has made a false certification; or
- (2) Contractor has violated the certification by failing to carry out the requirements as noted above.

27. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING

Contractor providing treatment services hereunder shall:

A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the SAPC policy or an agency policy which incorporates all elements of the SAPC policy).

B. Develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.

C. Designate an HIV/AIDS resource person who shall be the agency's liaison to SAPC. Develop, implement, and documents this person's responsibilities.

D. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A

signed commitment and acknowledgement form shall be maintained in the employee's personnel file. Institute regular re-evaluation of the policy and recommended changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.

E. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of eight (8) hours of training each year. Training received through SDADP-approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.

F. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and clients, as well as,

a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form shall be maintained in the client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

G. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission. Provide staff and clients with current, up-to-date brochures and other educational material which are reflective of the population served by the agency, in culturally appropriate format and languages. Printed materials must provide information on risk-reduction and testing; in addition to whatever information is deemed appropriate for the population(s) served at the agency. Materials must be replenished, be visible and easily available to clients.

H. Make available to all participants and employees the location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.

I. Develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients, make referrals when

appropriate, while clients are in the program and for discharge planning.

J. Attend monthly meetings and trainings relative to HIV and substance abuse (e.g. HIV Drug and Alcohol Task Force, etc.). Ensure staff and clients are aware of such training and educational opportunities.

K. Not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

L. Consider priority admission for all applicants who identify as HIV/AIDS infected.

M. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

28. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories, and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services

program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to their publication, printing, duplication and implementation for this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, SAPC.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people shall provide information and interpreter services to non-English speaking individuals by employing qualified bilingual persons. These services shall include the availability of non-

English language written materials and the use of qualified bilingual persons in public contact positions or the use of interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g.,

curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

29. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

30. PROPRIETARY RIGHTS

County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

31. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER

Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest,

natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

32. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

33. AUTHORIZATION WARRANTY

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacountv.gov.

35. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

37. RESOLICITATION OF BIDS OR PROPOSALS

Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public Health ("DPH") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future

invitation for bids or request for proposals by virtue of its present status as Contractor.

38. TERMINATION FOR INSOLVENCY AND DEFAULT

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

39. TERMINATION FOR IMPROPER CONSIDERATIONS

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

40. TERMINATION FOR CONVENIENCE

The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the

basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

41. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or

continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5,

and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor and may be cause for debarment under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for default Paragraph of this Additional Provisions, attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

44. RETURN OF COUNTY MATERIALS

At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon COUNTY'S request.

45. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER

No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from

time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally-funded health care program, whether

such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally-funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which

generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented.

Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds

that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

50. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with

Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

52. PURCHASING RECYCLED-CONTENT BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

53. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of prevention and/or treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations

relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

54. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as

determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any

time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to SAPC.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

55. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/
TERMINATION OF AGREEMENT

Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement,

of any kind whatsoever, for any service ordered by County and/or provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

57. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to

encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's DCFS will supply the Contractor with the poster to be used.

58. REPORTING OF CHILD ABUSE OR NEGLECT

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in the Child Abuse and Neglect Reporting Act, California Penal Code Section 11165.7. Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement

agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800)540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

59. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staffs have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

60. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

61. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement,

Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

62. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Attachment I), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without

complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

63. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to Federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving Federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider

if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

AP.revised: 6.7.10er

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts ACT number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

() ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.

() ()

Signature

Date

Name and Title (Please print)

EXHIBIT IB

(CalWORKs/3YR)

EXHIBIT ____

OUTPATIENT COUNSELING SERVICES

1. DEFINITION: California Work Opportunities and Responsibility to Kids ("CalWORKs") outpatient counseling services are designed to identify, engage, and serve CalWORKs recipients and Welfare-to-Work ("WtW") participants (hereafter "WtW Participants") (including, but not limited to, homeless persons) in need of supportive services, and assist them to overcome barriers and obstacles to employment by providing needed supportive services, and engage them in the treatment and recovery process. These services may include targeted supportive services, orientation and engagement, outpatient counseling, and case management. Drug and alcohol treatment and recovery services, which include crisis intervention, counseling, case management, and participant referral services, shall be provided to individuals and families who are affected by drug and/or alcohol related problems.

For purposes of this Exhibit, "homeless" persons are defined as those individuals with an alcohol and/or drug abuse problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets,

parks, subways, bus terminals, railroad stations, airports, temporary shelters, cars, and/or other similar locations that are within Los Angeles County.

2. PERSONS TO BE SERVED: Persons to be served are WtW participants residing in Los Angeles County, including but not limited to the homeless, who have been determined through a screening and assessment process to have drug and/or alcohol related problems.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor shall provide services at the following facility(ies) and submit client/participant data for services provided therein, as required in Paragraph 12, AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEM, of this Exhibit. Facility may be removed as a service delivery site for this Exhibit if Contractor does not submit participant data from the facility for three (3) consecutive months. Contractor's primary facility(ies), where CalWORKs alcohol and drug outpatient services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and electronic-mail

("e-mail") address is _____. Contractor's facility days and hours of operation are _____.

Facility 2 is located at _____. Contractor's facility telephone number is (____)_____, facsimile/FAX number is (____)_____, and e-mail address is _____. Contractor's facility days and hours of operation are _____.

Contractor shall obtain prior written approval from the Substance Abuse Prevention and Control ("SAPC") Director or his/her designee, (all hereafter "SAPC Director") at least thirty (30) calendar days before terminating services at primary location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION: During the period of July 1, 2011 through June 30, 2012, unless sooner terminated as provided in the Term paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for outpatient counseling services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s)

and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2012 through June 30, 2013, unless sooner terminated as provided in TERM paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for outpatient counseling services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2013 through June 30, 2014, unless sooner terminated as provided in TERM paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for outpatient counseling services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

The parties understand and agree that this maximum contract allocation is not guaranteed by County, and that County reserves the right to reduce the scope of services to be provided by Contractor and adjust the maximum allocation accordingly. County will notify Contractor thirty (30) calendar days in

advance about any changes in the maximum allocation and/or scope of service under this Exhibit.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to WtW participants under this Agreement, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, and applicable employee positions/service hours, as set forth in any Schedule(s) and/or Budget(s), referenced hereinabove and attached hereto.

County agrees to compensate Contractor for services provided to WtW participants under this Agreement on a fee-for-service rate per individual unit (including collateral defined as family member(s) or significant person(s) in the life of the identified client), fee-for-service hourly rate per client attending a group unit, and fee-for-service rate for orientation and engagement, targeted supportive services, outpatient counseling, and case management services conducted at approved locations, as set forth in any Schedule(s) and/or Budget(s) referenced hereinabove and attached hereto. No alteration to the mode of reimbursement shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved by the Board of Supervisors and executed by the parties to this Agreement.

For hourly rate agreements, Contractor agrees that only services (i.e., direct service hours) performed by designated staff position titles shall be reimbursable under this Agreement. For purposes of this Agreement, the definition of "direct service hour" is one (1) hour orientation and engagement, targeted supportive services, outpatient counseling, and case management activities are provided directly to CalWORKs and/or Greater Avenues for Independence ("GAIN") recipients by designated Contractor staff. A listing of such designated staff position titles shall be provided to SAPC ten (10) calendar days prior to the effective date of this Agreement, and shall be listed in the Schedule(s) and/or Budget(s) referenced hereinabove, and attached hereto. Contractor shall maintain daily time records of those staff persons performing services herein, which shall be signed by the employee and by his/her supervisor confirming the accuracy of the number of service hours being claimed for reimbursement. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

SAPC Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that substantially demonstrates the need for such rate adjustment.

Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. SAPC Director shall review revised budget and cost report, and determine whether a rate adjustment is necessary. In the event SAPC Director in his/her sole discretion, determines a rate adjustment is necessary, SAPC shall provide prior written notice of such reimbursement rate changes to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Office. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by SAPC Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County WtW participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for SAPC Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that Contractor will achieve in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual WtW participants, Contractor shall also have

an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement.

Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program, CalWORKs Life Skills Support Groups Curriculum) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual WtW participants) to improve services received under this Agreement.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and WtW

participants; completing questionnaires; observation of staff in-service training and staff delivery of services to WtW participants; abstraction of information from WtW participant records; an expansion of the automated Los Angeles County Participant Reporting System ("LACPRS") for both admission and discharge information reported on WtW participants; the reporting of services received by selected WtW participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under the applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System, as requested by County. Contractor participation will include, but not be limited to, training, data collection, and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate as set forth in the Schedule(s) attached hereto for staff participation in program activities. Failure of Contractor to participate in

this program as described in this Paragraph shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, drug and/or alcohol use, criminal (if any) and medical histories; participant identification data; diagnostic studies, if appropriate; development of a service/treatment plan within thirty (30) calendar days of admission to outpatient counseling services, which includes a problem list, action steps, and short-and long-term goals generated by staff and the participant. The service/treatment plan shall be reviewed and signed by the counselor's supervisor, and updated every ninety (90) calendar days. Participant records shall also include assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; a record of participant interviews; and other intake information determined by County as necessary for program evaluation purposes; a discharge/transfer summary; and any other discharge information determined by County as necessary for program evaluation purposes. Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor

8. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide CalWORKs alcohol and drug outpatient services in accordance with procedures formulated and adopted by Contractor's staff, and approved by SAPC Director. Specific services to be provided hereunder are as follows:

A. Specialized Supportive and Orientation Services

(1) Provide targeted Specialized Supportive Services as required to address the needs of minority communities and engage WtW participants requiring substance abuse and co-occurring disorders treatment services. These Specialized Supportive Services may include providing substance abuse counselors who are co-located at Mental Health Clinics to identify and meet the needs of WtW participants diagnosed with or suspected to have a substance (co-occurring) disorder.

(2) Provide orientation at Department of Public Social Services ("DPSS") Offices, for WtW participants that are at GAIN Regional Center sites during scheduled GAIN Orientation and Job Club presentations.

(3) Conduct targeted supportive services presentations at locations frequented by CalWORKs and/or GAIN WtW recipients, for the purposes of

informing said recipient about the availability of CalWORKs supportive services benefits under the CalWORKs program, and engaging them in treatment services

(4) Provide an orientation and overview of the treatment and recovery program to DPSS and Department of Mental Health staff, including formal presentations on drug and alcohol treatment and recovery services, and coordination of site visits by DPSS staff at local drug and alcohol treatment and recovery services sites.

(5) Promote supportive services to include treatment and recovery, and case management, program through the use of public information bulletins, videos, advertisements, and public service announcements.

(6) Network with community mental health programs to identify and engage WtW participants with co-occurring disorders in treatment.

B. Outpatient Counseling Services

(1) Conduct intake and participant screening and assessment/evaluation, including documentation of admission requirements, and medical and psychosocial histories.

(2) Develop a treatment plan for each client within thirty (30) calendar days of admission.

(3) Incorporate the following elements in the treatment plans: problem list, action steps, client signature, primary counselor signature, reviewer (supervisor) signature, and coordination with referral source, if applicable.

(4) Update the treatment plans every ninety (90) calendar days.

(5) Insure that progress notes reference the particular problem identified in the treatment plan.

(6) Clearly identify session as individual, group or collateral in the progress notes.

(7) Include a notation in the client chart whenever there is a change in primary counselors.

(8) Record documentation of missed appointments in the client's chart.

(9) Insure that client treatment extension requests are approved and signed by the SAPC contract monitor. Said client treatment plan extension shall be obtained one (1) month prior to the end of the initial treatment episode.

(10) Insure that progress notes are signed by the counselor, with at least his/her first initial and last name and dated.

(11) Insure that progress notes are clearly legible. Illegible progress notes shall be subject to disallowance for billing purposes.

(12) Include the time when the counseling sessions began and ended in the progress notes.

(13) Place documentation of progress notes in the client's chart within forty-eight (48) hours after the counseling session.

(14) Conduct a case review or a case conference within thirty (30) calendar days of admission and every ninety (90) calendar days thereafter.

(15) Develop an initial treatment plan based upon the information obtained during the assessment/evaluation process.

(16) Provide crisis intervention involving person-to-person contact between a qualified staff person and an identified participant in crisis, to alleviate problems which present an imminent threat to the health of the participant.

(17) Provide individual, group and collateral counseling in accordance with the participant's needs,

to identify problems and needs, set goals and interventions, and practice new behaviors.

(18) Provide non-medical dual diagnoses treatment and recovery services as needed and if available.

(19) Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

(20) Provide information and education on tuberculosis and access to tuberculosis screening and services, in accordance with Title 45 of the Code of Federal Regulations (CFR) 96.127.

(21) Provide information and education on viral hepatitis and sexually transmitted diseases (STD). STDs are defined as diseases communicable by sexual relations, such as Chlamydia, genital warts, Gonorrhea, Hepatitis "B" and "C", herpes, HIV, Human Papilloma Virus ("HPV"), Syphilis, and Trichomoniasis.

(22) Provide access to educational classes and structured activities addressing vocational and educational counseling and parenting skills enhancement. Implement and conduct a six (6) week, two (2) hour life skills development training curriculum entitled "CalWORK's Life Skills Support Groups," developed by Los Angeles County Department of

Mental Health, CalWORKs Specialized Supportive Services Project. Contractor shall utilize the above named curriculum and/or obtain SAPC approval to utilize existing agency curriculum for all WtW participants.

(23) Provide or arrange for transportation, to and from the recovery and treatment site and to and from ancillary services, for WtW participants who do not have their own transportation, which may include leasing vans, and/or providing bus tokens and cab vouchers to WtW participants. Coordinate with DPSS for the provision of GAIN transportation when possible.

(24) Host mutual self-help/twelve-step group discussions for WtW participants.

(25) Provide social and recreational activities for WtW participants.

(26) Provide for WtW participant supported on-site child care, or arrange for child care referral to a licensed child care provider, for WtW participants' children while WtW participants are involved in on-site treatment program activities and off-site ancillary services. Contractor's participant supported on-site co-op child care and/or child care

operations provided by referral shall comply with any and all required laws and regulations as applicable to the co-op participant supported child care.

Participant supported or co-op on-site child or nursery care are not licensed child care centers as a rule nor required to be by law because the parent is on site and is responsible for the child's care. If parent is in a group session, the parent shall agree to have a peer baby sit with staff oversight.

(27) Coordinate the provision of services with other agencies, and assist participant in accessing DPSS, Department of Children and Family Services, and criminal justice agencies.

(28) Conduct treatment engagement and follow-up activities, including conducting follow-up home calls for WtW participants who fail to keep their assessment appointments, and/or who fail to enroll in, or drop out of, the treatment and recovery program.

(29) Refer participant for any service deemed appropriate for contributing to participant's rehabilitation. Such referral services shall not be a charge to County, nor be reimbursable, hereunder.

(30) Provide, as needed, for the referral of homeless WtW participants to appropriate residential

detoxification and residential recovery programs, and to social services and mental health programs for other services.

(31) Provide aftercare planning to ensure WtW participants have support in recovery, including transition to community services and sober housing.

(32) Conduct a follow-up on former WtW participants in accordance with Contractor's written policies and procedures which shall be approved by SAPC Director prior to commencement of this Agreement. Contractor shall attempt to contact any participant who has received a minimum of four (4) visits of outpatient counseling services and who is no longer deemed to be in active treatment. The purpose of such follow-up shall be to determine the participant's current health status and treatment needs, and to advise the participant accordingly.

(33) Conduct body fluids testing (urinalysis) which, if performed by Contractor, shall require that each participant's emission of the urine collected be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.

C. Provide case management services to coordinate care for eligible WtW participants who are in need of supportive services, and may include referral to co-occurring disorder, medical, psychiatric, trauma, and abuse issues, housing, legal, vocational, educational, transportation, home visits, and child care services. Case managers shall maintain contact and provide services on an ongoing basis for as long as the individual is in need of supportive services. Services shall include coordinating and integrating care and/or management of other supportive services before, during, and after the participant leaves services. Case managers may attend case conferences, Team Decision Making (TDM) meetings, required court appearances, while the participant is in treatment and attend appointments, as needed, with the participant.

(1) Provide case management services, which may include supportive services contacts, enrollment, and any engagement of WtW participants.

(2) Develop initial case management plan with participant within thirty (30) calendar days of contact.

(3) Coordinate services through phone calls, electronic mail, facsimile, face-to-face, and written reports.

(4) Provide case management and counseling sessions regarding case management goals and objectives, to be held at least two (2) times per month during the first three (3) months of contact, and at least once per month thereafter based on WtW participants' need.

(5) Document, in writing, all contacts and attempts to contact participant and service providers. All attempts to contact the former participant, and the result of such attempts, shall be documented in the participant's records and shall include as appropriate: a) participant's willingness to respond to Contractor's follow-up efforts; b) status of participant's drug and alcohol use; c) status of his/her current employment; and d) history of arrest subsequent to termination of treatment program. Contractor shall obtain participant's consent for follow-up contact at the time of participant's enrollment in case management services.

(6) Update case management plan.

(7) Develop case management discharge summary.

9. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM (FOR ORIENTATION AND SUPPORTIVE SERVICES):

A. The total number of full-time equivalent (FTE) positions budgeted for orientation and a targeted supportive service is _____.

B. For the purposes of performing orientation and targeted supportive services under this Agreement, the total number of direct service FTE positions budgeted to perform service hours during the Agreement is _____.

C. Contractor shall provide a minimum of 1,601 actual service hours for each budgeted FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of _____ direct service hours for orientation and targeted supportive services during the Agreement term (Subparagraph "B" amount x Subparagraph "C" amount as described hereinabove).

E. The projected minimum number of WtW participants served during the Agreement term is _____.

10. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM (FOR CASE MANAGEMENT SERVICES):

A. The total number of FTE positions budgeted for case management services is _____.

B. For the purposes of performing case management services under this Agreement, the total number of direct

service FTE positions budgeted to perform service hours during the Agreement is _____.

C. Contractor shall provide a minimum of 1,601 actual service hours for each budgeted FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of _____ direct service hours for case management services during the Agreement term (Subparagraph "B" amount x Subparagraph "C" amount as described hereinabove).

E. The projected minimum number of WtW participants served during the Agreement term is _____.

11. SERVICE GOALS AND OBJECTIVES: To evaluate the services provided hereunder, Contractor's performance will be measured by SAPC to determine the extent to which the service goals and objectives listed below have been met. Quantified goals and objectives are annualized unless otherwise specified. County will use such measurements, in conjunction with other available information, to determine the adequacy of Contractor's performance and to develop recommendations for continuation of services. Contractor shall maintain sufficient documentation to permit a comparison of actual performance to such service goals and objectives. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS of this Agreement.

A. The outpatient counseling services program will provide the following orientation sessions at GAIN Regional Offices during scheduled GAIN Orientations and Job Club presentations:

1. Number of orientation sessions at GAIN Regional Offices during scheduled GAIN Orientations and Job Club presentations as coordinated by the Community Assessment Service Centers (CASC): ____ per month; ____ per Agreement term.

2. Number of GAIN WtW participants who will receive Supportive Services orientation during scheduled GAIN Orientations and Job Club presentations as coordinated by the CASC: ____ per month; ____ per Agreement term.

B. The outpatient counseling services program will provide ____ individual units.

C. The outpatient counseling services program will provide ____ group units.

D. Contractor will provide a minimum of _____ orientation and targeted supportive services hours during the Agreement term.

E. Contractor will provide a minimum of _____ case management service hours during the Agreement term.

F. WtW participants shall receive a minimum of two (2) units of service per week.

For purposes of this Agreement, the definition of an "individual unit" is a fifty (50) minute face-to-face visit; and a "group unit" is a ninety (90) minute session for a minimum of four (4) to a maximum of fifteen (15) individuals to receive services as delineated in Paragraph 8, SPECIFIC SERVICES TO BE PROVIDED, of this Exhibit. The limitations on the size and length of group sessions shall only apply to therapeutic groups. Outpatient programs are encouraged to network with community mental health programs to identify and engage WtW participants who may also need substance abuse treatment services for a co-occurring disorder.

12. AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEMS:

Contractor shall participate and cooperate in the automated LACPRS. Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. Contractor shall submit DPSS Eligibility and CalWORKs Orientation and Supportive Services Activities forms on a monthly basis. For the purpose of reporting data, Contractor will enter client information directly into County's LACPRS via the Internet. In order to access LACPRS, Contractor shall provide a computer, including but not limited to, peripherals, hardware, software, cable lines and connections, Internet

connection, and modem. Contractor shall provide maintenance for the computer and related equipment, ensure that the computer equipment and Internet connection are up to date, in good operational order at all times, adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. County may withhold payment for monthly claims if the reporting data and/or forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

13. PERFORMANCE REQUIREMENTS: Contractor shall comply with the DPSS PERFORMANCE REQUIREMENTS, as set forth in Attachment A, attached hereto and incorporated herein by reference. Failure to comply with these PERFORMANCE REQUIREMENTS set forth in Attachment A shall constitute a material breach of contract and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

CW.OC 3.30.10

SCHEDULE ____

OUTPATIENT COUNSELING SERVICES

	Period of 07/01/11- 06/30/12	Period of 07/01/12- 06/30/13	Period of 07/01/13- 06/30/14
1. Units of Service*..... (Service Hours for Orientation and Supportive Services)	\$ _____	\$ _____	\$ _____
2. Fee-For-Service Rate per Service Hour..... (For Orientation and Supportive Services)	\$ _____	\$ _____	\$ _____
3. Units of Service*..... (Case management services)	\$ _____	\$ _____	\$ _____
4. Fee-For-Service Rate per Service Hour.....	\$ _____	\$ _____	\$ _____
5. Units of Service*, Individual and Group Counseling:			
A. Individual Units.....	_____	_____	_____
B. Group Units.....	_____	_____	_____
6. Fee-For-Service Rate per Individual Unit.....	\$ _____	\$ _____	\$ _____
7. Fee-For-Service Rate in a Group Unit.....	\$ _____	\$ _____	\$ _____
8. Maximum Allocation.....	\$ _____	\$ _____	\$ _____
9. Projected Revenues.....	\$ _____	\$ _____	\$ _____

	Period of 07/01/11- <u>06/30/12</u>	Period of 07/01/12- <u>06/30/13</u>	Period of 07/01/13- <u>06/30/14</u>
10. Projected Total Gross Program Cost..... (Item 8 plus Item 9)	\$ _____	\$ _____	\$ _____
11. Maximum Monthly Amount/Allocation..... (Item 8 divided by the number of months in applicable period)	\$ _____	\$ _____	\$ _____

*Estimated; units of services may be adjusted for orientation/counseling, case management, and treatment, based on need.

SCHEDULE

OUTPATIENT COUSELING SERVICES

Contractor's employee position(s) eligible to perform Service Hours hereunder, for Orientation Services:

Contractor's employee position(s) eligible to perform Service Hours hereunder, for Case Management Services:

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, Subparagraph A, subsection (5) and Paragraph 14, Subparagraph H, of the ADDITIONAL PROVISIONS.

STATEMENT OF WORK

OUTPATIENT COUNSELING SERVICES

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program, which shall be consistent with Paragraph 11, SERVICE GOALS AND OBJECTIVES, of this Exhibit. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve. Contractors are encouraged to network and develop agreements with mental health clinics to identify and engage WtW participants with co-occurring disorders.

Services and Overall Goal:

PERFORMANCE REQUIREMENTS

OUTPATIENT COUNSELING SERVICES

Billing

Contractor shall submit the Department of Public Social Services ("DPSS") Eligibility and CalWORKs Orientation and targeted Supportive Services Activities billing forms on a monthly basis. Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. County may withhold payment for monthly claims if the forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

Clinical Assessment/Treatment (For Assessment Centers Only)

1. Contractor shall ensure that a CalWORKs participant waits no more than two (2) workdays for an immediate needs assessment; or five (5) workdays from the date the client is referred by the DPSS for a non-emergency assessment appointment.
2. Contractor shall ensure that assessment is provided in the participant's primary language. Contractor shall provide County with a list of threshold languages used at each facility.

Eligibility

Contractor will ensure WtW participant whose treatment services are claimed, are in fact receiving CalWORKs benefits and either in a welfare-to-work program, or is an exempt volunteer, or have been referred under "Services for Timed-Off" Program. County may withhold payment if the eligibility forms are missing, incomplete, and/or do not support the monthly claims. County may recoup payments for claims that are rejected by DPSS. Contractors must maintain copies of all documentation including DPSS referral forms (GN 6006) that support participant eligibility.

Bilingual Services

Contractor shall provide sufficient bilingual staff to provide the same level of service to bilingual WtW participants as the

rest of the general population, including hiring interpreters as needed to meet this need.

Child/Dependent Adult Abuse Reporting

Contractor shall require all its employees, and all its subcontractor's employees, to comply with the legal reporting obligations for child abuse and/or dependent adult abuse, as set forth in Sections 11166 of the California Penal Code (Child Abuse Reporting) and Section 15630 of the California Welfare and Institutions Code (Dependent Adult Abuse Reporting). Contractor shall require its employees to sign an Employee Acknowledgment of Compliance to the Child/Dependent Adult Abuse Reporting (Acknowledgment), as a prerequisite to employment. Such Acknowledgment shall be retained by Contractor for review by County. Contractor shall also post the reporting requirements at all its facilities.

Civil Rights

1. Contractor shall ensure public contact staff and contracted staff, attends the mandatory DPSS-provided Civil Rights Training and DPH administration submits sign-in sheets to DPSS, verifying attendance.
2. Ensure notices, provided by DPSS, are available to WtW participants in all threshold languages and copies are filed in the case record.
3. Develop, maintain and follow procedures for receiving, investigating and responding to civil rights complaints using PA 607, Complaint of Discriminatory Treatment
4. Assist WtW participants with completing the PA 607 form in the participant's primary language.
5. Maintain a log of all Civil Rights complaints.
6. DPH will act as the Civil Rights Liaison between the DPH-contracted CalWORKs service provider and DPSS.
7. DPH will not attempt to investigate Civil Rights complaint. Investigations and monitoring of the sub-contractors regarding compliance with the Civil Rights mandates will be done by DPSS8. Forward all PA 607s to DPSS within two (2) workdays at the following address:

DPSS GAIN Division
Specialized Supportive Services Section
12820 Crossroads Parkway South
City of Industry, California 91746
Attn: Nadia Mirzayans, Program Director

9. Perform necessary civil rights monitoring during regular monitoring reviews to ensure Civil Rights requirements are being fulfilled. Any discrepancies shall be cited in the monitoring reports.

Report of Participant Progress

Contractor shall complete and return DPSS forms, as follows:

<i>PA1923 Treatment Services Verification</i>	<i>Within ten (10) calendar days of beginning treatment services for CalWORKs WtW participants</i>
<i>PA1206 Screening for CalWORKs Linkage</i>	<i>Prior to enrolling participant into CalWORKs treatment program</i>
<i>GN6006B CalWORKs Services Results</i>	<i>Within five (5) workdays of services enrolled</i>
<i>GN6008 Service Provider Progress Report</i>	<i>Every ninety (90)calendar days</i>
<i>GN6007B Enrollment Termination Notice</i>	<i>Within three (3) calendar days of termination</i>
<i>GN6007 Notification of Change From Service Provider</i>	<i>Within five (5) workdays of the date of the change</i>

Contractor shall follow uniform County standards for determining if WtW participants are progressing satisfactorily in the treatment program.

EXHIBIT IC

(CalWORKs/3YR)

EXHIBIT _____

RESIDENTIAL SERVICES

1. DEFINITION: California Work Opportunities and Responsibility to Kids ("CalWORKs") residential services is a twenty-four (24) hour residential program where recovery services and/or specialized recovery services are made available to CalWORKs recipients and Welfare-to-Work ("WtW") participants (hereafter "WtW Participants") including, but not limited to, homeless persons who have drug and/or alcohol related problems. WtW participants are to be involved in no less than six (6) hours of planned treatment activities per day under the supervision of trained staff. This is a treatment modality in which no person is treated for drug and/or alcohol related problems by means of administering, furnishing, or prescribing narcotics and/or restricted dangerous drugs.

Specialized recovery services may include therapeutic intervention by professional staff such as Licensed Clinical Social Workers, Marriage and Family Therapists, and Doctors of Philosophy.

For purposes of this Exhibit, "homeless" persons are defined as those individuals with drug and/or alcohol related problems who lack shelter and the financial resources to acquire shelter,

and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and/or other similar locations.

2. PERSONS TO BE SERVED: Persons to be served are WtW participants residing in Los Angeles County, including but not limited to the homeless, who have been determined through a screening and assessment process to have drug and/or alcohol related problems.

Duration of WtW participation as a resident by any individual shall not exceed three hundred sixty-five (365) days without prior written approval from the Substance Abuse Prevention and Control ("SAPC") Director or his/her designee (all hereafter "SAPC Director"). In evaluating persons for admission to the program, preferential consideration shall be given to homeless individuals with drug and/or alcohol related problems.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor shall provide services at the following facility(ies) and submit participant data for services provided therein, as required in the Paragraph 11, AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEM, of this Exhibit. Facility may be removed as a service delivery site for this Exhibit if Contractor does not submit participant data from the facility for three (3) consecutive months. Contractor's facility(ies), where residential services are to be provided, and the days and hours

of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and electronic-mail
("e-mail") address is _____. Contractor's facility days
and hours of operation are _____.

Facility 2 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and e-mail address is
_____. Contractor's facility days and hours of operation
are _____.

Facility 3 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and e-mail address is
_____. Contractor's facility days and hours of operation
are _____.

Facility 4 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and e-mail address is
_____. Contractor's facility days and hours of operation
are _____.

Contractor shall obtain prior written approval from SAPC
Director at least thirty (30) calendar days before terminating
services at such location(s) and/or before commencing such

services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director, least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION: During the period of July 1, 2011 through June 30, 2012, unless sooner terminated as provided in the Term paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for residential services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2012 through June 30, 2013, unless sooner terminated as provided in the Term paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for residential services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2013 through June 30, 2014, unless sooner terminated as provided in the Term paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit

for residential services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in the Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

The parties understand and agree that this maximum contract allocation is not guaranteed by County, and that County reserves the right to reduce the scope of services to be provided by Contractor and adjust the maximum allocation accordingly. County will notify Contractor thirty (30) calendar days in advance about any changes in the maximum allocation and/or scope of service under this Exhibit.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to WtW participants under this Agreement, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, as set forth in the Schedule(s) and/or Budget(s), referred to above and attached hereto.

County agrees to compensate Contractor for services provided to WtW participants under this Agreement on a fee-for-service daily rate for each resident day or portion thereof. For the purpose of this Agreement, the definition of "resident day" is a twenty-four (24) hour period during which a specified licensed bed is assigned to and occupied by a registered WtW participant. In addition, a resident day shall also include services provided

by contractor as specified in Paragraph 9, SPECIFIC SERVICES TO BE PROVIDED, in this Exhibit.

County shall reimburse Contractor for the total days that a registered WtW participant stays in the program, including the first day, but not the last day.

SAPC Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule of this Exhibit, once per fiscal year, upon Contractor's submission of a revised budget that substantially demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. SAPC Director shall review revised budget and cost report, and determine whether a rate adjustment is necessary. In the event SAPC Director in his/her sole discretion, determines a rate adjustment is necessary, SAPC shall provide prior written notice of such reimbursement rate changes to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Office. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by SAPC Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County WtW participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the

Statement of Work form in writing for SAPC Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that Contractor will achieve in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual WtW participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a WtW participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the WtW participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program, CalWORKs Life Skills Support Groups Curriculum) provided by Contractor under this Exhibit, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual WtW participants) to improve services received under this Exhibit.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and WtW participants; completing questionnaires; observation of staff in-service training and staff delivery of services to WtW participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System ("LACPRS") for both admission and discharge information reported on WtW participants; the reporting of services received by selected WtW participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under the applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System, as requested by County. Contractor participation will include, but not be limited to, training, data collection, and reporting, and the administration of standardized

evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate as set forth in the Schedule attached hereto for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, drug and/or alcohol use, criminal (if any) and medical histories; WtW participant identification data; diagnostic studies, if appropriate; development of a service/treatment plan within thirty (30) days of admission, which includes a problem list, action steps, and short and long term goals generated by staff and the WtW participant. The service/treatment plan shall be reviewed and signed by the counselor's supervisor, and updated every ninety (90) calendar days. WtW participant records shall also include assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; a record of participant interviews; and other intake information determined by County as necessary for program evaluation purposes; a discharge/transfer summary; and any other discharge information determined by County as necessary for program evaluation purposes.

8. EMERGENCY MEDICAL TREATMENT: WtW participants treated hereunder who require emergency medical treatment for physical

illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to the Contractor hereunder. Contractor shall have a current written agreement(s) with a licensed medical facility(ies) within the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to SAPC within thirty (30) calendar days of any changes of licensed medical facility.

9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide residential services in accordance with procedures formulated and adopted by Contractor's staff, and approved by SAPC Director.

A. Specific services to be provided hereunder are as follows:

(1) Provide an orientation and overview of the treatment and recovery program to Department of Public Social Services ("DPSS"), Department of Mental Health ("DMH"), and domestic violence staff, including formal presentations on drug and alcohol treatment and recovery services, and coordination of site visits by DPSS staff at local drug and alcohol treatment and recovery services sites.

(2) Enhance program services to provide non-medical co-occurring disorder treatment and recovery

services where possible. Coordinate substance abuse treatment services with a mental health providers as needed.

(3) Network with community mental health programs to identify and engage WtW participants with co-occurring disorders.

(4) Provide an orientation and overview of the treatment and recovery program for the participant.

(5) Conduct intake and participant screening and assessment/evaluation, including documentation of admission requirements, medical, and psychological histories.

(6) Conduct follow-up activities including conducting follow-up home calls for WtW participants who fail to keep their assessment appointments, and/or who fail to enroll in or drop out of the treatment and recovery program.

(7) Develop an initial treatment plan based upon the information obtained during the assessment/evaluation process.

(8) A treatment plan shall be developed for each client within thirty (30) calendar days of admission.

(9) Treatment plans shall incorporate the following elements: problem list, action steps, client signature, primary counselor signature, reviewer

(supervisor) signature, and coordination with referral source, if applicable.

(10) Treatment plans shall be updated every ninety (90) calendar days.

(11) Progress notes shall reference the particular problem identified in the treatment plan.

(12) Progress notes shall clearly identify session as individual, group or collateral.

(13) There shall be a notation in the client chart whenever there is a change in primary counselors.

(14) Documentation of missed appointments shall be recorded in the client's chart.

(15) Client treatment extension requests shall be approved and signed by the SAPC contract monitor. Said client treatment plan extension shall be obtained one (1) month prior to the end of the initial treatment episode.

(16) Progress notes shall be signed by the counselor, with at least his/her first initial and last name and dated.

(17) Progress notes shall be clearly legible. Illegible progress notes shall be subject to disallowance for billing purposes.

(18) Progress notes shall include the time when the counseling sessions began and ended.

(19) Documentation of progress notes shall be placed in the client's chart within forty-eight (48) hours after the counseling session.

(20) A case review or a case conference shall be conducted within thirty (30) calendar days of admission and every ninety (90) calendar days thereafter.

(21) Provide room and meals.

(22) Provide crisis intervention involving person-to-person contact between a qualified staff person and an identified participant in crisis, to alleviate problems which present an imminent threat to the health of the participant.

(23) Provide individual, group and collateral counseling in accordance with the WtW participant's needs, to identify problems and needs, set goals and interventions, and practice new behaviors.

(24) Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

(25) Provide information and education on tuberculosis and access to tuberculosis screening and services, in accordance with Title 45 of the Code of Federal Regulations (CFR) 96.127.

(26) Provide information and education on viral hepatitis and sexually transmitted diseases ("STD").

STDs are defined as diseases communicable by sexual relations, such as Chlamydia, genital warts, Gonorrhea, Hepatitis "B" and "C", herpes, HIV, Human Papilloma Virus ("HPV"), Syphilis, and Trichomoniasis.

(27) Provide access to educational classes and structured activities addressing vocational and educational counseling and parenting skills enhancement.

(28) Implement and conduct a six (6) week, two (2) hour, life skills development training curriculum entitled "CalWORK's Life Skills Support Groups," developed by The Los Angeles County Department of Mental Health, CalWORKs Specialized Supportive Services Project. Contractor shall utilize the above named curriculum and/or obtain SAPC approval to utilize existing agency curriculum for all WtW participants.

(29) Host mutual self-help/twelve-step group discussions for WtW participants.

(30) Provide social and recreational activities for WtW participants.

(31) Provide for participant supported on-site child care, or arrange for child care referral to a licensed child care provider, for WtW participants' children while WtW participants are involved in on-site treatment program activities and off-site ancillary

services. Childcare provider under this Exhibit shall obtain and maintain in effect during the term of this Agreement all required licenses, permits, certificates, and comply with all federal, State and local laws, ordinances, regulations and directives to the performance hereunder.

(32) Promote the treatment and recovery program through the use of public information bulletins, videos, advertisements, and public service announcements.

(33) Work with the participant's case manager to ensure that required supportive and ancillary services are provided.

(34) Coordinate services with other agencies, and assist participant in accessing DPSS, Department of Children and Family Services ("DCFS"), and criminal justice agencies.

(35) Provide or arrange for transportation, to and from treatment and recovery services and to and from ancillary services, for WtW participants who do not have their own transportation, which may include leasing vans, and/or providing bus tokens and cab vouchers to WtW participants.

(36) Assist any participant in need of housing to obtain temporary housing arrangements, including

providing housing vouchers and arranging for transitional sober housing accommodations.

(37) Refer WtW participant for any service deemed appropriate for contributing to participant's rehabilitation. Such referral services shall not be billed to County nor reimbursable to Contractor hereunder.

(38) Provide aftercare planning to ensure that participant has support in recovery, including transition to community services and sober housing.

(39) Notify the appropriate referral agency when any participant is considered for discharge and include an appropriate entry on discharge plan for WtW participant.

(40) Conduct follow-up on former WtW participants in accordance with Contractor's written policies and procedures which shall be approved by SAPC Director prior to commencement of this Agreement. Contractor shall attempt to contact any participant who has been a resident of Contractor's residential services program for a minimum period of thirty (30) calendar days and who has left the program for any reason. The purpose of such follow-up shall be to determine the participant's current health status and treatment needs, and to advise the participant relative thereto.

All attempts to contact the former participant, and the result of such attempts, shall be documented in the participant's records and shall include as appropriate: 1) participant's willingness to respond to Contractor's follow-up efforts, 2) status of participant's drug and alcohol use, 3) status of his/her current employment, and 4) history of arrest subsequent to termination of treatment program. Contractor shall obtain participant's consent for follow-up contact at time of participant's admission to the residential services program.

(41) Conduct body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require that each participant's emission of the urine collected be observed by an employee of Contractor to protect against the falsification and/or contamination of the urine sample.

10. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of beds licensed by the State in the facility(ies) identified in this Exhibit is as follows:
Facility 1: _____ Facility 2: _____ Facility 3: _____
Facility 4: _____.

B. The total number of beds to be used by program residents served under this Exhibit is as follows:

Facility 1: _____ Facility 2: _____ Facility 3: _____
Facility 4: _____.

C. The total bed capacity to be used by program residents during the term of this Agreement is _____ (Subparagraph "B" total amount x 365 days as described hereinabove).

D. During the term of this Agreement, Contractor shall maintain an occupancy level of _____ percent of the total bed capacity.

E. Contractor shall provide a minimum of _____ resident day units of service during the Agreement term (Subparagraph "C" amount x Subparagraph "D" amount as described hereinabove).

11. AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEM:

Contractor shall participate and cooperate in the automated LACPRS. Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. Contractor shall submit DPSS Eligibility and CalWORKs Orientation Activities forms on a monthly basis. For the purpose of reporting data, Contractor will enter client information directly into the County's LACPRS via the Internet. In order to access LACPRS, Contractor shall provide a computer, that includes but not limited to, peripherals, hardware, software, cable lines and connections, Internet connection, and modem. Contractor shall provide all necessary maintenance for the computer and related

equipment and ensure that the computer equipment and internet connection are up to date, and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. County may withhold payment for monthly claims if the reporting data and/or forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

12. PERFORMANCE REQUIREMENTS: Contractor shall comply with the DPSS PERFORMANCE REQUIREMENTS, as set forth in Attachment A, attached hereto and incorporated herein by reference. Failure to comply with these PERFORMANCE REQUIREMENTS shall constitute a material breach of contract and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

CW.RS 3.29.10

(FFS/CalWORKs/3YR)

SCHEDULE ____
RESIDENTIAL SERVICES

	Period of 07/01/11- 06/30/12	Period of 07/01/12- 06/30/13	Period of 07/01/13- 06/30/14
1. Units of service..... (Resident Day)	\$_____	\$_____	\$_____
2. Maximum Allocation.....	\$_____	\$_____	\$_____
3. Projected Revenues.....	\$_____	\$_____	\$_____
4. Projected Total Gross Program Cost..... (Item 2 plus Item 3)	\$_____	\$_____	\$_____
5. Fee-for-Service Rate per Resident Day..... (Item 2 divided by Item 1)	\$_____	\$_____	\$_____
6. Maximum Monthly Amount/ Allocation..... (Item 2 divided by the number of months in applicable period)	\$_____	\$_____	\$_____

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, Subparagraph A, subsection (5) and Paragraph 14, Subparagraph H, of the ADDITIONAL PROVISIONS.

(CalWORKs)

STATEMENT OF WORK
RESIDENTIAL SERVICES

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve. Contractors are encouraged to serve WtW participants who present with both a substance abuse and a mental health disorder by developing and providing co-occurring treatment services.

Services and Overall Goal:

CW.RS

PERFORMANCE REQUIREMENTS

RESIDENTIAL SERVICES

Billing

Contractor shall submit the Department of Public Social Services ("DPSS") Eligibility and CalWORKs Orientation and targeted Supportive Services Activities billing forms on a monthly basis.

Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. County may withhold payment for monthly claims if the forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

Clinical Assessment/Treatment (For Assessment Centers Only)

1. Contractor shall ensure that a CalWORKs participant waits no more than two (2) workdays for an immediate needs assessment; or five (5) workdays from the date the client is referred by the DPSS for a non-emergency assessment appointment.
2. Contractor shall ensure that assessment is provided in the participant's primary language. Contractor shall provide County with a list of threshold languages used at each facility.

Eligibility

Contractor will ensure WtW participant whose treatment services are claimed, are in fact receiving CalWORKs benefits and either in a welfare-to-work program, or is an exempt volunteer, or have been referred under "Services for Timed-Off" Program. County may withhold payment if the eligibility forms are missing, incomplete, and/or do not support the monthly claims. County may recoup payments for claims that are rejected by DPSS. Contractors must maintain copies of all documentation including DPSS referral forms (GN 6006) that support participant eligibility.

Bilingual Services

Contractor shall provide sufficient bilingual staff to provide the same level of service to bilingual WtW participants as the rest of the general population, including hiring interpreters as needed to meet this need.

Child/Dependent Adult Abuse Reporting

Contractor shall require all its employees, and all its subcontractor's employees, to comply with the legal reporting obligations for child abuse and/or dependent adult abuse, as set forth in Sections 11166 of the California Penal Code (Child Abuse Reporting) and Section 15630 of the California Welfare and Institutions Code (Dependent Adult Abuse Reporting). Contractor shall require its employees to sign an Employee Acknowledgment of Compliance to the Child/Dependent Adult Abuse Reporting (Acknowledgment), as a prerequisite to employment. Such Acknowledgment shall be retained by Contractor for review by County. Contractor shall also post the reporting requirements at all its facilities.

Civil Rights

1. Contractor shall ensure public contact staff and contracted staff, attends the mandatory DPSS-provided Civil Rights Training and DPH administration submits sign-in sheets to DPSS, verifying attendance.
2. Ensure notices, provided by DPSS, are available to WtW participants in all threshold languages and copies are filed in the case record.
3. Develop, maintain and follow procedures for receiving, investigating and responding to civil rights complaints using PA (define PA) 607, Complaint of Discriminatory Treatment
4. Assist WtW participants with completing the PA 607 form in the participant's primary language.
5. Maintain a log of all Civil Rights complaints.
6. DPH will act as the Civil Rights Liaison between the DPH-contracted CalWORKs service provider and DPSS.

7. DPH will not attempt to investigate Civil Rights complaint. Investigations and monitoring of the sub-contractors regarding compliance with the Civil Rights mandates will be done by DPSS.
8. Forward all PA 607s to DPSS within two (2) workdays at the following address:

DPSS GAIN Division
Specialized Supportive Services Section
12820 Crossroads Parkway South
City of Industry, California 91746
Attn: Nadia Mirzayans, Program Director
9. Perform necessary civil rights monitoring during regular monitoring reviews to ensure Civil Rights requirements are being fulfilled. Any discrepancies shall be cited in the monitoring reports.

Report of Participant Progress

Contractor shall complete and return DPSS forms, as follows:

<i>PA1923 Treatment Services Verification</i>	<i>Within ten (10) calendar days of beginning treatment services for CalWORKs WtW participants</i>
<i>PA1206 Screening for CalWORKs Linkage</i>	<i>Prior to enrolling participant into CalWORKs treatment program</i>
GN6006B CalWORKs Services Results	Within five (5) workdays of services enrolled
GN6008 Service Provider Progress Report	Every ninety (90) calendar days
GN6007B Enrollment Termination Notice	Within three (3) calendar days of termination
GN6007 Notification of Change From Service Provider	Within five (5) workdays of the date of the change

Contractor shall follow uniform County standards for determining if WtW participants are progressing satisfactorily in the treatment program.

EXHIBIT ID

(CalWORKs/3YR)

EXHIBIT _____

DAY CARE HABILITATIVE SERVICES

1. DEFINITION: California Work Opportunities and Responsibility to Kids ("CalWORKs") Day care habilitative services are outpatient programs which provide counseling and recovery services to CalWORKs recipients and Welfare-to-Work ("WtW") participants (hereafter "WtW Participants") (including, but not limited to, homeless persons) who have drug and/or alcohol related problems. The primary purpose of these services is to provide a planned program in a social setting structured to maximize recovery and rehabilitation of WtW participants. These programs provide services, more intensive than a visit but less extensive than twenty-four (24) hour residential services, in a clean, alcohol and drug free, sober environment. Program WtW participants shall participate at least three (3) hours per day, three (3) times per week and return to their own residences at night. The program services shall be available a minimum of six (6) hours per day, six (6) days per week.

Based upon the continuing needs of WtW participants, duration of any individual's treatment hereunder shall not exceed one (1) year without prior written approval of the Substance

Abuse Prevention and Control ("SAPC") Director, or his/her designee (all hereafter "SAPC Director"). For purposes of this Exhibit, "homeless" participants are defined as those individuals with an alcohol and/or other drug problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and/or other similar locations.

2. PERSONS TO BE SERVED: Persons to be served are WtW participants residing in Los Angeles County, including but not limited to the homeless, who have been determined through a screening and assessment process to have drug and/or alcohol related problems.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor shall provide services at the following facility(ies) and submit client/participant data for services provided therein, as required in Paragraph 13, AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEM, of this Exhibit. Facility may be removed as a service delivery site for this Exhibit if Contractor does not submit participant data from the facility for three (3) consecutive months.

Contractor's facility(ies), where day care habilitative services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and electronic-mail
("e-mail") address is _____. Contractor's facility days
and hours of operation are _____.

Facility 2 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and e-mail address is
_____. Contractor's facility days and hours of operation
are _____.

Contractor shall obtain prior written approval from SAPC
Director, at least thirty (30) calendar days before terminating
services at such location(s) and/or before commencing such
services at any other location. If the days and hours of
operation, telephone number, facsimile/FAX number, or e-mail
address of Contractor facility(ies), as noted above, are changed
in any manner, Contractor shall inform SAPC Director, at least
ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION: During the period of July 1, 2011
through June 30, 2012, unless sooner terminated as provided in
the Term paragraph of this Agreement, that portion of the maximum
obligation of County which is allocated for the facility(ies)
listed in this Exhibit for outpatient counseling services total
_____ Dollars (\$_____). Other financial information for this

Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2012 through June 30, 2013, unless sooner terminated as provided in TERM paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for outpatient counseling services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2013 through June 30, 2014, unless sooner terminated as provided in TERM paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for outpatient counseling services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

The parties understand and agree that this maximum contract allocation is not guaranteed by County, and that County reserves the right to reduce the scope of services to be provided by Contractor and adjust the maximum allocation accordingly. County will notify Contractor thirty (30) calendar days in advance about

any changes in the maximum allocation and/or scope of service under this Exhibit.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to WtW participants under this Agreement, as set forth in the BILLING AND PAYMENT paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, and applicable employee positions/service hours, as set forth in any Schedule(s) and/or Budget(s), referenced hereinabove.

Further, County agrees to compensate Contractor for orientation, targeted supportive services, and case management services provided to WtW participants under this Agreement on a fee-for-service hour rate, and at the daily rate (fee-for-service rate per day care habilitative services visit) for treatment services, as set forth in any Schedule(s) and/or Budget(s) referenced hereinabove. No alteration to the mode of reimbursement shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved by the Board of Supervisors and executed by the parties of this Agreement.

Contractor agrees that only services (i.e., service hours) performed by designated staff position titles shall be reimbursable under this Agreement. For purposes of this Agreement, the definition of "service hour" is an hour worked

where targeted supportive services, orientation, and case management activities are provided directly to CalWORKs and/or Greater Avenue to Independence ("GAIN") recipients by designated Contractor staff. A listing of such designated staff position titles shall be provided to ten (10) calendar days prior to the effective date of this Agreement, and shall be listed in the Schedule(s) and/or Budgets referred to above, and attached hereto. Contractor shall maintain daily time records of those staff persons performing services herein, which shall be signed by the employee and by his/her supervisor confirming the accuracy of the number of service hours being claimed for reimbursement.

Further, the definition of a "day care habilitative service day" is one (1) "face-to-face" day of service, provided to a client by Contractor, lasting a minimum of three (3) hours per day. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

SAPC's Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that substantially demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. SAPC's Director shall review revised budget and cost report, and

determine whether a rate adjustment is necessary. In the event SAPC's Director, in his/her sole discretion, determines a rate adjustment is necessary, SAPC shall provide prior written notice of such reimbursement rate, DPH's Contracts and Grants Division, and to County's Chief Executive Office. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by SAPC's Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County WtW participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for SAPC Director's review and approval prior to the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual WtW participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion

date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program, CalWORKs Life Skills Support Groups Curriculum) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual WtW participants) to improve services received under this Agreement.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and WtW participants; completing questionnaires; observation of staff in-service training and staff delivery of services to WtW participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System ("LACPRS") for both admission and discharge information reported on WtW

participants; the reporting of services received by selected WtW participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under the applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System, as requested by County. Contractor participation will include, but not be limited to, training, data collection, and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate as set forth in the Schedule attached hereto for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: Participant records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical histories; participant identification data; diagnostic studies,

if appropriate; development of a service/treatment plan within thirty (30) calendar days of admission, which includes a problem list, action steps, and short and long term goals generated by staff and the participant. The service/treatment plan shall be reviewed and signed by the supervisor, and updated every ninety (90) calendar days. Participant records shall also include assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; a record of participant interviews, and any other intake information determined by County as necessary for program evaluation purposes; a discharge/transfer summary; and any other discharge information determined by County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data for the purpose of program evaluation.

8. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide day care habilitative services in accordance with procedures formulated and adopted by Contractor's staff, and approved by SAPC Director. The staff to participant ratio shall be one (1) staff person for every fifteen (15) WtW participants. For the purposes of this Agreement, orientation is an activity that is provided at Department of Public Social Services ("DPSS")

Offices, for WtW participants who are attending sessions at GAIN Regional Center sites during scheduled GAIN Orientation and Job Club presentations. CalWORKs targeted specialized supportive services conducted in the field, at locations frequented by CalWORKs and/or GAIN recipients, for the purposes of informing said recipient about the availability of CalWORKs supportive services benefits under the CalWORKs program and engaging them in treatment. Specific services to be provided hereunder are as follows:

A. Specialized Supportive and Orientation Services

(1) Provide targeted Specialized Supportive Services as required to address the needs of minority communities and engage WtW participants requiring substance abuse and co-occurring disorders treatment services. These Specialized Supportive Services may include providing substance abuse counselors who are co-located at Mental Health Clinics to identify and meet the needs of WtW participants diagnosed with or suspected to have a substance (co-occurring) disorder.

(2) Provide an orientation and overview of the program to DPSS and Department of Mental Health staff, including formal presentations on drug and alcohol treatment and recovery services, and coordination of

site visits by DPSS staff at local drug and alcohol treatment and recovery services sites.

(3) Promote the treatment and recovery, and case management program through the use of public information bulletins, videos, advertisements, and public service announcements.

(4) Participate in GAIN and Job Club orientations as requested to inform WtW participants of available services as coordinated by the Community Assessment Service Centers (CASC).

(5) Network with community mental health programs to identify and engage WtW participants with co-occurring disorders.

B. Day care Habilitative Services

(1) Conduct intake and participant screening and assessment/evaluation, including documentation of admission requirements, and medical and psychosocial histories.

(2) Provide casework services inclusive of individual, group, and collateral counseling, and crisis intervention, with the involvement of the family or "significant others" where clinically appropriate in the implementation of the treatment plan.

(3) The treatment plan shall be developed for each client within thirty (30) calendar days of admission.

(4) Treatment plans shall incorporate the following elements: problem list, action steps, client signature, primary counselor signature, reviewer (supervisor) signature, and coordination with referral source, if applicable.

(5) Treatment plans shall be updated every ninety (90) calendar days.

(6) Progress notes shall reference the particular problem identified in the treatment plan.

(7) Progress notes shall clearly identify session as individual, group or collateral.

(8) There shall be a notation in the client chart whenever there is a change in primary counselors.

(9) Documentation of missed appointments shall be recorded in the client's chart.

(10) Client treatment extension requests shall be approved and signed by the ~~APDA~~ SAPC contract monitor. Said client treatment plan extension shall be obtained one (1) month prior to the end of the initial treatment episode.

(11) Progress notes shall be signed by the counselor, with at least his/her first initial and last name and dated.

(12) Progress notes shall be clearly legible. Illegible progress notes shall be subject to disallowance for billing purposes.

(13) Progress notes shall include the time when the counseling sessions began and ended.

(14) Documentation of progress notes shall be placed in the client's chart within forty-eight (48) hours after the counseling session.

(15) A case review or a case conference shall be conducted within thirty (30) calendar days of admission and every ninety (90) calendar days thereafter.

(16) Provide non-medical dual diagnoses treatment and recovery services.

(17) Conduct targeted supportive services and follow-up activities, including conducting follow-up home calls to WtW participants who fail to keep their assessment appointments, and/or who fail to enroll in, or who drop out of, the treatment and recovery program.

(18) Provide for WtW participant supported on-site child care, or arrange for referral to a licensed child care provider, for WtW participants' children while the

WtW participants participate in on-site treatment program activities and off-site ancillary services. Contractor's participant supported on-site child care operations and/or child care operations provided by referral shall comply with any and all required laws and regulations regarding child care.

(19) Provide public information and drop-in space which offers information about program and community services, lounge and rest areas, recreational activities, and the availability of snacks and juices.

(20) Provide health and fitness activities for WtW participants.

(21) Provide social and recreational activities for WtW participants.

(22) Provide, or arrange through referral, access to medical, social, psychological, vocational, educational, legal, health education, or any other community services deemed appropriate for contributing to the participant's rehabilitation. Services provided through referral shall not be a charge to County, nor reimbursable, hereunder.

(23) Provide or arrange for transportation, to and from the recovery and treatment site and to and from ancillary services, for WtW participants who do not

have their own transportation, which may include leasing vans, and/or providing bus tokens and cab vouchers to WtW participants. Coordinate with DPSS for the provision of GAIN transportation when possible.

(24) Assist any participant in need of housing to obtain temporary housing arrangements, including providing housing vouchers and arranging for transitional sober housing accommodations.

(25) Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

(26) Provide information and education on tuberculosis ("TB") and access to TB Screening and Services, in accordance with Title 45 of the Code of Federal Regulations ("CFR") pare 96.127.

(27) Provide information and education on viral hepatitis and sexually transmitted diseases ("STD"). STDs are defined as diseases communicable by sexual relations, such as Chlamydia, genital warts, Gonorrhoea, Hepatitis "B" and "C", herpes, HIV, Human Papilloma Virus ("HPV"), Syphilis, and Trichomoniasis.

(28) Provide access to educational classes and structured activities addressing vocational and educational counseling and parenting skills

enhancement. Implement and conduct a six (6) week, two (2) hour, life skills development training curriculum entitled "CalWORK's Life Skills Support Groups," developed by The Los Angeles County Department of Mental Health, CalWORKs Specialized Supportive Services Project. Contractor shall utilize the above named curriculum and/or obtain SAPC approval to utilize existing agency curriculum for all WtW participants.

(29) Provide referral for pregnant intravenous drug users who request services to another program with sufficient capacity or provide interim services within forty-eight (48) hours.

(30) Provide exit planning to ensure program WtW participants, including homeless WtW participants, have support in recovery, including transition to appropriate alcohol and other drug free programs, social services, mental health programs and sober housing.

(31) Coordinate services with other agencies, and assist participant in accessing DPSS, Department of Children and Family Services, and criminal justice agencies.

(32) Contractor shall follow-up with former WtW participants in accordance with Contractor's written

policies and procedures which shall be approved by SAPC Director prior to commencement of this Agreement.

Contractor shall attempt to contact any participant who has received a minimum of thirty (30) calendar days of day care habilitative services and who no longer actively participates in the service program.

(33) Conduct body fluid testing (urinalysis) of each participant which shall be performed on a random basis. Contractor shall observe each participant's emission of the urine collected to protect against the falsification and/or contamination of the urine sample.

C. Case Management Services

Case management services coordinate care for WtW participants who are in need of supportive services, and may include referral to co-occurring disorder, medical, psychiatric, trauma, and abuse issues, housing, legal, vocational, educational, transportation, home visits, and child care services. Case managers shall maintain contact and provide services on an ongoing basis for as long as the WtW participants is in need of supportive services. Services shall include coordinating and integrating care and/or management of other supportive services before, during, and after the participant leaves

services. Case managers may attend case conferences while the participant is in treatment and attend appointments, as needed, with the participant.

(1) Provide case management services, which may include supportive services contacts, and enrollment, and engagement of WtW participants.

(2) Develop initial case management plan with participant within thirty (30) calendar days of contact.

(3) Coordinate services through phone calls, electronic mail, facsimile, face-to-face, and written reports.

(4) Provide case management and counseling sessions regarding case management goals and objectives, to be held at least two (2) times per month during the first three (3) months of contact, and at least once per month thereafter based on WtW participants' need.

(5) Document, in writing, all contacts and attempts to contact participant and service providers. All attempts to contact the former participant, and the result of such attempts, shall be documented in the participant's records and shall include as appropriate:
a) participant's willingness to respond to Contractor's

follow-up efforts; b) status of participant's drug and alcohol use; c) status of his/her current employment; and d) history of arrest subsequent to termination of treatment program. Contractor shall obtain participant's consent for follow-up contact at the time of participant's enrollment in case management services.

(6) Update case management plan.

(7) Develop case management discharge summary.

9. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM FOR SERVICE HOUR UNITS OF SERVICE FOR SUPPORTIVE SERVICES AND ORIENTATION:

A. The total number of full time equivalent ("FTE") positions budgeted to the program hereunder is _____.

B. For the purposes of performing targeted supportive services and orientation under this Agreement, the total number of direct service FTE positions budgeted to perform service hours during the Agreement is _____.

C. Contractor shall provide a minimum of 1,601 actual service hours for each budgeted FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of _____ direct service hours for targeted supportive services and orientation during the Agreement term (Subparagraph "B")

amount "B" x Subparagraph "C" amount as described hereinabove).

E. The projected minimum number of WtW participants served during the Agreement term is .

10. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM (FOR CASE MANAGEMENT SERVICES):

A. The total number of FTE positions budgeted for case management services is .

B. For the purposes of performing case management services under this Agreement, the total number of direct service FTE positions budgeted to perform service hours during the Agreement is .

C. Contractor shall provide a minimum of 1,601 actual service hours for each budgeted FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of direct service hours for case management services during the Agreement term (Subparagraph "B" amount x Subparagraph "C" amount as described hereinabove).

E. The projected minimum number of WtW participants served during the Agreement term is .

11. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM
UNITS OF SERVICE FOR AGREEMENT TERM FOR DAY CARE HABILITATIVE
SERVICE DAY UNITS OF SERVICE:

A. The total number of FTE positions dedicated to perform direct service hours during the Agreement term is ____.

B. Contractor shall serve _____ program WtW participants for each dedicated FTE position(s) during the Agreement term (minimum number of WtW participants to be served is ten [10]).

C. The projected minimum number of WtW participants served during the Agreement term is _____ (Subparagraph "A" amount x Subparagraph "B" amount as described hereinabove).

D. The average program attendance by each client is projected to be _____ days per week during the Agreement term.

E. The projected program treatment capacity for program WtW participants during the Agreement term is _____ (Subparagraph "C" amount x Subparagraph "D" amount as described hereinabove x 52).

F. The projected utilization rate of the total treatment capacity for program WtW participants during the term of the Agreement is _____.

G. Contractor shall provide a minimum of _____ service units during the Agreement term (Subparagraph "E" amount x Subparagraph "F" amount as described hereinabove).

12. SERVICE GOALS AND OBJECTIVES: To evaluate the services provided hereunder, Contractor's performance will be measured by SAPC to determine the extent to which the service goal(s) and objective(s) listed below have been met. Quantified goal(s) and objective(s) are annualized unless otherwise specified. County will use such measurements, in conjunction with other available information, to determine the adequacy of Contractor's performance and to develop recommendations for continuation of services. Contractor shall maintain sufficient documentation to permit a comparison of actual performance to such service goal(s) and objective(s). Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS of this Agreement. Contract's performance will be measured based on the following goal(s) and objective(s):

A. The day care habilitative services program will provide the following orientation sessions at GAIN Regional Offices, scheduled GAIN orientations and Job Club presentations:

1. Number of orientation sessions at GAIN Regional Offices as coordinated by the Community Assessment Service Centers ("CASC"):

___ per month; ___ per Agreement term.

2. Number of GAIN WtW participants who will receive Supportive Services orientation as coordinated by the CASC: ___ per month; ___ per Agreement term.

B. The day care habilitative services program will provide the following orientation sessions at Job Club:

1. Number of orientation sessions at Job Club: ___ per month; ___ per Agreement term.

2. Number of GAIN WtW participants who will receive Supportive Services orientation: ___ per month; ___ per Agreement term.

C. Contractor will provide a minimum of _____ service hours during the Agreement term.

Day care habilitative services programs are encouraged to network with community mental health programs to identify and engage WtW participants who may also need substance abuse treatment services for a co-occurring disorder.

13. AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEM:

Contractor shall participate and cooperate in the automated LACPRS. Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. Contractor

shall submit DPSS Eligibility and CalWORKs Orientation and Supportive Services Activities forms on a monthly basis. For the purpose of reporting data, Contractor will enter client information directly into County's LACPRS via the Internet. In order to access LACPRS, Contractor shall provide a computer that includes, but is not limited to, peripherals, hardware, software, cable lines and connections, Internet connection, and modem. Contractor shall provide maintenance for the computer and related equipment and ensure that all computer equipment and Internet connection are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. County may withhold payment for monthly claims if the reporting data and/or forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

14. PERFORMANCE REQUIREMENTS: Contractor shall comply with DPSS PERFORMANCE REQUIREMENTS, as set forth in Attachment A, attached hereto and incorporated herein by reference. Failure to comply with these PERFORMANCE REQUIREMENTS shall constitute a material breach of contract and this Agreement may be terminated

by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

CW.DC(CalWORKs/1YR) 3.29.10

SCHEDULE ____

DAY CARE HABILITATIVE SERVICES

	Period of 07/01/11- <u>06/30/12</u>	Period of 07/01/12- <u>06/30/13</u>	Period of 07/01/13- <u>06/30/14</u>
1. Units of service*..... (Service hours for Orientation and Supportive Services)	\$ _____	\$ _____	\$ _____
2. Fee-For-Service Rate per Service Hour..... (For Orientation and Supportive Services)	\$ _____	\$ _____	\$ _____
3. Units of Service*..... (Case management services)	\$ _____	\$ _____	\$ _____
4. Fee-For-Service Rate per Service Hour.....	\$ _____	\$ _____	\$ _____
5. Units of Service..... (Day Care Habilitative Service Day)	\$ _____	\$ _____	\$ _____
6. Fee-For-Service Rate per Day Care Habilitative Service Day.....	\$ _____	\$ _____	\$ _____
7. Maximum Allocation.....	\$ _____	\$ _____	\$ _____

	Period of 07/01/11- <u>06/30/12</u>	Period of 07/01/12- <u>06/30/13</u>	Period of 07/01/13- <u>06/30/14</u>
8. Projected Revenues.....	\$ _____	\$ _____	\$ _____
9. Projected Total Gross Program Cost..... (Item 6 plus Item 7)	\$ _____	\$ _____	\$ _____
10. Maximum Monthly Amount/Allocation..... (Item 5 divided by the number of months in applicable period)	\$ _____	\$ _____	\$ _____

*Estimated; units of services may be adjusted for orientation/ counseling, case management, and treatment, based on need.

(CalWORKs/1YR)

SCHEDULE ____

DAY CARE HABILITATIVE SERVICES

Contractor's employee position(s) eligible to perform Service Hours hereunder, for Orientation and Supportive Services:

_____	_____
_____	_____
_____	_____
_____	_____

Contractor's employee position(s) eligible to perform Service Hours hereunder, for Case Management Services:

_____	_____
_____	_____
_____	_____
_____	_____

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, Subparagraph A, subsection (5) and Paragraph 14, Subparagraph H, of the ADDITIONAL PROVISIONS.

CW.DCH

STATEMENT OF WORK

DAY CARE HABILITATIVE SERVICES

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program, which shall be consistent with Paragraph 11, SERVICE GOALS AND OBJECTIVES, of this Agreement. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve. Contractors are encouraged to serve WtW participants who present with both a substance abuse and a mental health disorder by developing co-occurring treatment services. Contractors are encouraged to network and develop agreements with mental health clinics to identify and engage WtW participants with co-occurring disorders.

Services and Overall Goal:

CW.DCH

PERFORMANCE REQUIREMENTS

Day Care Habilitative Services

Billing

Contractor shall submit the Department of Public Social Services ("DPSS") Eligibility and CalWORKs Orientation and targeted Supportive Services Activities billing forms on a monthly basis. Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. County may withhold payment for monthly claims if the forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

Clinical Assessment/Treatment (For Assessment Centers Only)

1. Contractor shall ensure that a CalWORKs WtW participant waits no more than two (2) workdays for an immediate needs assessment; or five (5) workdays from the date the WtW participant is referred by the DPSS for a non-emergency assessment appointment.
2. Contractor shall ensure that assessment is provided in the participant's primary language. Contractor shall provide County with a list of threshold languages used at each facility.

Eligibility

Contractor will ensure WtW participant whose treatment services are claimed, are in fact receiving CalWORKs benefits and either in a welfare-to-work program, or is an exempt volunteer, or have been referred under "Services for Timed-Off" Program. County may withhold payment if the eligibility forms are missing, incomplete, and/or do not support the monthly claims. County may recoup payments for claims that are rejected by DPSS. Contractors must maintain copies of all documentation including DPSS referral forms (GN 6006) that support participant eligibility.

Bilingual Services

Contractor shall provide sufficient bilingual staff to provide the same level of service to bilingual WtW participants as the rest of the general population, including hiring interpreters as needed to meet this need.

Child/Dependent Adult Abuse Reporting

Contractor shall require all its employees, and all its subcontractor's employees, to comply with the legal reporting obligations for child abuse and/or dependent adult abuse, as set forth in Sections 11166 of the California Penal Code (Child Abuse Reporting) and Section 15630 of the California Welfare and Institutions Code (Dependent Adult Abuse Reporting). Contractor shall require its employees to sign an Employee Acknowledgment of Compliance to the Child/Dependent Adult Abuse Reporting (Acknowledgment), as a prerequisite to employment. Such Acknowledgment shall be retained by Contractor for review by County. Contractor shall also post the reporting requirements at all its facilities.

Civil Rights

1. Contractor shall ensure public contact staff and contracted staff, attends the mandatory DPSS-provided Civil Rights Training and DPH administration submits sign-in sheets to DPSS, verifying attendance.
2. Ensure notices, provided by DPSS, are available to WtW participants in all threshold languages and copies are filed in the case record.
3. Develop, maintain and follow procedures for receiving, investigating and responding to civil rights complaints using PA 607, Complaint of Discriminatory Treatment
4. Assist WtW participants with completing the PA 607 form in the participant's primary language.
5. Maintain a log of all Civil Rights complaints.
6. DPH will act as the Civil Rights Liaison between the DPH-contracted CalWORKs service provider and DPSS.
7. DPH will not attempt to investigate Civil Rights complaint. Investigations and monitoring of the sub-contractors regarding compliance with the Civil Rights mandates will be done by DPSS.

8. Forward all PA 607s to DPSS within two (2) workdays at the following address:

DPSS GAIN Division
Specialized Supportive Services Section
12820 Crossroads Parkway South
City of Industry, California 91746
Attn: Nadia Mirzayans, Program Director

9. Perform necessary civil rights monitoring during regular monitoring reviews to ensure Civil Rights requirements are being fulfilled. Any discrepancies shall be cited in the monitoring reports.

Report of Participant Progress

Contractor shall complete and return DPSS forms, as follows:

PA1923 Treatment Services Verification	Within ten (10) calendar days of beginning treatment services for CalWORKs WtW participants
PA1206 Screening for CalWORKs Linkage	Prior to enrolling participant into CalWORKs treatment program
GN6006B CalWORKs Services Results	Within five (5) workdays of services enrolled
GN6008 Service Provider Progress Report	Every ninety (90) calendar days
GN6007B Enrollment Termination Notice	Within three (3) calendar days of termination
GN6007 Notification of Change From Service Provider	Within five (5) workdays of the date of the change

Contractor shall follow uniform County standards for determining if WtW participants are progressing satisfactorily in the treatment program.

EXHIBIT IE

(CalWORKs/3YR)

EXHIBIT ____

RESIDENTIAL MEDICAL DETOXIFICATION SERVICES

1. DEFINITION: California Work Opportunities and Responsibility to Kids ("CalWORKs") Residential medical detoxification services are services directed towards the care and treatment of CalWORKs recipients and Welfare-to-Work ("WtW") participants (hereafter "WtW Participants") (including, but not limited to, homeless persons) suffering from the toxic effects of alcohol, narcotics and/or dangerous drugs. These services shall be conducted within a facility licensed and approved by the State of California, Department of Alcohol and Drug Programs ("SDADP") in accordance with current Federal and State standards for such facility(ies).

For purposes of this Exhibit, "homeless" persons are defined as those individuals with drug and/or alcohol related problems who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and other similar locations.

2. PERSONS TO BE SERVED: Persons to be served are WtW participants residing in Los Angeles County, including but not limited to the homeless, who have been determined through a screening and assessment process to have drug and/or alcohol related problems.

Based upon the continuing treatment needs of WtW participants, duration of any individual participant's treatment hereunder shall not exceed fourteen (14) calendar days without prior written approval of the Substance Abuse Prevention and Control ("SAPC") Director, or his/her designee (all hereafter "SAPC Director").

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor shall provide services at the following facility(ies) and submit client/participant data for services provided therein, as required in Paragraph 13, AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEM, of this Exhibit. Facility may be removed as a service delivery site for this Exhibit if Contractor does not submit participant data from the facility for three (3) consecutive months. Contractor's facility(ies), where residential medical detoxification services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and electronic-mail
("e-mail") address is _____. Contractor's facility days
and hours of operation are _____.

Facility 2 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and e-mail address is
_____. Contractor's facility days and hours of operation
are _____.

Facility 3 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and e-mail address is
_____. Contractor's facility days and hours of operation
are _____.

Facility 4 is located at _____.
Contractor's facility telephone number is (____)_____,
facsimile/FAX number is (____)_____, and e-mail address is
_____. Contractor's facility days and hours of operation
are _____.

Contractor shall obtain prior written approval from SAPC
Director, at least thirty (30) calendar days before terminating
services at such location(s) and/or before commencing such
services at any other location. If the days and hours of

operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director, at least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION: During the period of July 1, 2011 through June 30, 2012, unless sooner terminated as provided in the Term paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for residential medical detoxification services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2012 through June 30, 2013, unless sooner terminated as provided in the Term paragraph of this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for residential medical detoxification services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

During the period of July 1, 2013 through June 30, 2014, unless sooner terminated as provided in the Term paragraph of

this Agreement, that portion of the maximum obligation of County which is allocated for the facility(ies) listed in this Exhibit for residential medical detoxification services total _____ Dollars (\$_____). Other financial information for this Exhibit is contained in any Schedule(s) and/or Budget(s), attached hereto and incorporated herein by reference.

The parties understand and agree that this maximum contract allocation is not guaranteed by County, and that County reserves the right to reduce the scope of services to be provided by Contractor and adjust the maximum allocation accordingly. County will notify Contractor thirty (30) calendar days in advance about any changes in the maximum allocation and/or scope of service under this Exhibit.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to WtW participants under this Agreement, as set forth in the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS of this Agreement and in accordance with the reimbursement dollar amounts, as set forth in any Schedule(s) or Budget(s), referred to above and attached hereto.

County agrees to compensate Contractor for services provided to WtW participants under this Agreement on a fee-for-fee-service daily rate for each resident day or portion thereof, as set forth

in any Schedule(s) and/or Budget(s) referred to above, and attached hereto.

For the purpose of this Agreement, the definition of "resident day" is a twenty-four (24) hour period during which a specified licensed bed is assigned to and occupied by a registered participant. In addition, a resident day shall also include services provided by Contractor as specified Paragraph 10, SPECIFIC SERVICES TO BE PROVIDED, of this Exhibit. County shall reimburse Contractor for the total days that a registered participant stays in the program, including the first day, but not the last day.

SAPC Director may adjust the reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule of this Exhibit, once per fiscal year, upon Contractor's submission of a revised budget that substantially demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. SAPC Director shall review the revised budget and cost report, and determine whether a rate adjustment is necessary. In the event SAPC Director, in his/her sole discretion, determines a rate adjustment is necessary, SAPC shall provide prior written notice of such reimbursement rate changes to Contractor, DPH's Contracts and Grants Division, and to

County's Chief Executive Office. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by SAPC Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County WtW participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for SAPC Director, review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that Contractor will achieve in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual WtW participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within

thirty (30) calendar days following the execution of this Agreement for approval by SAPC Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program, CalWORKs Life Skills Support Groups Curriculum) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual WtW participants) to improve services received under this Exhibit.

As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and WtW participants; completing questionnaires; observation of staff in-service training and staff delivery of services to WtW participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System ("LACPRS") for both admission and discharge information reported on WtW participants; the reporting of services received by selected WtW

participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under the applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System, as requested by County. Contractor participation will include, but not be limited to, training, data collection, and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate as set forth in the Schedule attached hereto for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph, shall constitute a material breach of contract and this Agreement may be terminated by County.

7. PARTICIPANT RECORDS: WtW participant records shall include intake information consisting of personal, family, educational, drug and alcohol use, criminal (if any), and medical histories; participant identification data; diagnostic studies,

if appropriate; a treatment plan which includes short and long-term goals generated by staff and participant; assignment of a primary counselor; description of type and frequency of services including support services to be provided; a record of participant interviews; any other intake information determined by County as necessary for program evaluation purposes; a discharge/transfer summary; and any other discharge information determined by County as necessary for program evaluation purposes.

8. EMERGENCY MEDICAL TREATMENT: WtW participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable hereunder. Contractor shall have a written agreement(s) with a licensed medical facility(ies) in the community for provision of emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to SAPC within thirty (30) calendar days of any changes of licensed medical facility.

9. NARCOTICS AND RESTRICTED DANGEROUS DRUGS: Contractor agrees to comply with all federal and State statutory requirements and regulations, concerning the storage,

prescription, and administration of narcotics or restricted dangerous drugs.

10. SPECIFIC SERVICES TO BE PROVIDED: The residential medical detoxification services program shall include mandatory services and recommended services as follows:

A. Mandatory services shall include:

(1) Physical examination and history of participant within twenty-four (24) hours of admission including drug screening (urinalysis). Contractor shall observe each participant's emission of the urine collected to protect against the falsification and/or contamination of the urine sample.

(2) A licensed physician (hereafter "physician") in charge of participant, available (on call) twenty-four (24) hours a day, seven (7) days a week.

a. Physician shall visit participant at least every forty-eight (48) hours.

b. Progress notes shall be recorded at least twice a week.

(3) Employ appropriate standards of medical practice, the attending physician may require diagnostic testing and prescribe needed medications. This program is not an acute medical program or facility. The

physician shall not accept for detoxification at the facility any person requiring intensive diagnostic or treatment services. Referral of such persons to appropriate acute medical facilities shall be arranged by Contractor.

(4) Twenty-four (24) hour daily nursing care according to Title 22, California Code of Regulations ("CCR").

(5) Medications as prescribed by physician.

(6) Room and meals.

(7) Psychiatric consultation. The psychiatric consultant shall make a psychiatric diagnosis, prepare a treatment plan to be administered by the psychiatrist or other professional or paraprofessional staff under his/her direction, and provide ongoing supervision.

(8) Contractor's staff shall hold regular case conferences to monitor participant's progress and include records made during each case conference in participant's chart.

(9) Contractor's staff shall provide counseling to detoxification WtW participants on the problem of recidivism.

(10) Contractor's staff shall conduct aftercare planning in consultation with the participant receiving care to include information on appropriate social services.

(11) Contractor's staff shall notify the appropriate referral agency when any participant is considered for discharge and shall include in the participant's chart information on the discharge plan.

(12) Contractor shall also provide, as needed, for the referral of homeless WtW participants to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.

B. Recommended services shall include:

(1) Laboratory diagnostic testing.

(2) Complete Blood Count ("CBC"), Venereal Disease Research Laboratory test ("VDRL"), Electroencephalogram ("EEG"), Skin test to Tuberculosis ("TBC"), Chest x-ray, Electrocardiogram ("EKG"), and ~~SMA~~ ~~12~~ Complete/Comprehensive Metabolic Panel ("CMP") 20 chemistry, all as clinically indicated.

(3) Provide family and collateral counseling in accordance with the participant's needs.

(4) Provide non-medical dual-diagnoses treatment and recovery services.

(5) Provide an orientation and overview of the program to Department of Public Social Services ("DPSS"), Department of Mental Health, and domestic violence staff, including formal presentations on drug and alcohol treatment and recovery services, and coordination of site visits by DPSS staff at local drug and alcohol treatment and recovery services sites.

(6) Provide access to educational classes and structured activities addressing vocational and educational counseling and parenting skills enhancement.

(7) Provide education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to voluntary HIV/AIDS testing.

(8) Provide information and education on tuberculosis and access to tuberculosis screening and services, in accordance with Title 45 of the Code of Federal Regulations ("CFR") part 96.127.

(9) Provide information and education on viral hepatitis and sexually transmitted diseases (STD). STDs are defined as diseases communicable by sexual relations, such as Chlamydia, genital warts, Gonorrhea,

Hepatitis "B" and "C", herpes, HIV, Human Papilloma Virus ("HPV"), Syphilis, and Trichomoniasis.

(10) Provide or arrange for transportation, from the treatment and recovery site, and to and from ancillary services for WtW participants which may include leasing vans, and/or providing cab vouchers to WtW participants.

(11) Promote the treatment and recovery program through the use of public information bulletins, videos, advertisements, and public service announcements.

(12) Coordinate services with other agencies, and assist participant in accessing DPSS, Department of Children and Family Services, and criminal justice agencies.

(13) Assist any participant in need of housing to obtain temporary housing arrangements, including providing housing vouchers and arranging for transitional sober housing accommodations.

(14) Provide, or arrange through referral, medical, dental, social, psychological, vocational/occupational, educational, legal, health education or other services deemed appropriate for contributing to the participant's rehabilitation.

Services provided through referral shall not be a charge to nor reimbursable hereunder.

11. PROGRAM CAPACITY AND PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of beds licensed by the State in the facility(ies) identified in this Exhibit is as follows:
Facility 1: _____ Facility 2: _____ Facility 3: _____
Facility 4: _____.

B. The total number of beds to be used by program residents served under this Agreement is as follows:
Facility 1: _____ Facility 2: _____ Facility 3: _____
Facility 4: _____.

C. The total bed capacity to be used by program residents during the term of this Agreement is _____
(Subparagraph "B" total amount x 365 days as described hereinabove).

D. During the term of this Agreement, Contractor shall maintain an occupancy level of _____ percent of the total bed capacity.

E. Contractor shall provide a minimum of _____ resident day units of service during the term of this Agreement term (Subparagraph "C" amount x Subparagraph "D" amount as described hereinabove).

12. AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEM:

Contractor shall participate and cooperate in the automated LACPRS. Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. Contractor shall submit DPSS Eligibility and CalWORKs Orientation Activities forms on a monthly basis. For the purpose of reporting data, Contractor will enter client information directly into the County's LACPRS via the Internet. In order to access LACPRS, Contractor shall provide a computer, including but not limited to, peripherals, hardware, software, cable lines and connections, Internet connection, and modem. Contractor shall provide all necessary maintenance for the computer and related equipment and ensure that the computer equipment and Internet connection are up to date, and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. County may withhold payment for monthly claims if the reporting data and/or forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

13. PERFORMANCE REQUIREMENTS: Contractor shall comply with the DPSS PERFORMANCE REQUIREMENTS, as set forth in Attachment A, attached hereto and incorporated herein by reference. Failure to comply with these PERFORMANCE REQUIREMENTS shall constitute a material breach of contract and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

CW.RDTX 3.29.10

SCHEDULE
(Page 1 of 2)

RESIDENTIAL MEDICAL DETOXIFICATION SERVICES

FOR THE GENERAL POPULATION

	Period of 07/01/11- 06/30/12	Period of 07/01/12- 06/30/13	Period of 07/01/13- 06/30/14
1. Units of Service..... (Resident Day)	\$ _____	\$ _____	\$ _____
2. Maximum Allocation.....	\$ _____	\$ _____	\$ _____
3. Projected Revenues.....	\$ _____	\$ _____	\$ _____
4. Projected Total Gross Program Cost..... (Item 2 plus Item 3)	\$ _____	\$ _____	\$ _____
5. Fee-For-Service Rate per Resident Day..... (Item 2 divided by Item 1)	\$ _____	\$ _____	\$ _____
6. Maximum Monthly Amount/ Allocation..... (Item 2 divided by the number of months in applicable period)	\$ _____	\$ _____	\$ _____

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, Subparagraph A, subsection (5) and Paragraph 14, Subparagraph H, of the ADDITIONAL PROVISIONS.

CW.RDTX

SCHEDULE
(Page 2 of 2)

RESIDENTIAL MEDICAL DETOXIFICATION SERVICES

FOR THE DUAL DIAGNOSIS POPULATION

	Period of 07/01/11- 06/30/12	Period of 07/01/12- 06/30/13	Period of 07/01/13- 06/30/14
1. Units of Service..... (Resident Day)	\$ _____	\$ _____	\$ _____
2. Maximum Allocation.....	\$ _____	\$ _____	\$ _____
3. Projected Revenues.....	\$ _____	\$ _____	\$ _____
4. Projected Total Gross Program Cost..... (Item 2 plus Item 3)	\$ _____	\$ _____	\$ _____
5. Fee-For-Service Rate per Resident Day..... (Item 2 divided by Item 1)	\$ _____	\$ _____	\$ _____
6. Maximum Monthly Amount/ Allocation..... (Item 2 divided by the number of months in applicable period)	\$ _____	\$ _____	\$ _____

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, Subparagraph A, subsection (5) and Paragraph 14, Subparagraph H, of the ADDITIONAL PROVISIONS.

STATEMENT OF WORK

RESIDENTIAL MEDICAL DETOXIFICATION SERVICES

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve. Contractors are encouraged to serve WtW participants who present with both a substance abuse and a mental health disorder by developing co-occurring treatment services.

Services and Overall Goal:

CW.RDTX

PERFORMANCE REQUIREMENTS

RESIDENTIAL MEDICAL DETOXIFICATION SERVICES

Billing

Contractor shall submit the Department of Public Social Services ("DPSS") Eligibility and CalWORKs Orientation and targeted Supportive Services Activities billing forms on a monthly basis. Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. County may withhold payment for monthly claims if the forms are missing, are incomplete, and/or do not support the monthly claims. County may withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

Clinical Assessment/Treatment (For Assessment Centers Only)

1. Contractor shall ensure that a CalWORKs participant waits no more than two (2) workdays for an immediate needs assessment; or five (5) workdays from the date the client is referred by the DPSS for a non-emergency assessment appointment.
2. Contractor shall ensure that assessment is provided in the participant's primary language. Contractor shall provide County with a list of threshold languages used at each facility.

Eligibility

Contractor will ensure WtW participant whose treatment services are claimed, are in fact receiving CalWORKs benefits and either in a welfare-to-work program, or is an exempt volunteer, or have been referred under "Services for Timed-Off" Program. The County may withhold payment if the eligibility forms are missing, incomplete, and/or do not support the monthly claims. The County may recoup payments for claims that are rejected by DPSS. Contractors must maintain copies of all documentation including DPSS referral forms (GN 6006) that support participant eligibility.

Bilingual Services

Contractor shall provide sufficient bilingual staff to provide the same level of service to bilingual WtW participants as the rest of the general population, including hiring interpreters as needed to meet this need.

Child/Dependent Adult Abuse Reporting

Contractor shall require all its employees, and all its subcontractor's employees, to comply with the legal reporting obligations for child abuse and/or dependent adult abuse, as set forth in Sections 11166 of the California Penal Code (Child Abuse Reporting) and Section 15630 of the California Welfare and Institutions Code (Dependent Adult Abuse Reporting). Contractor shall require its employees to sign an Employee Acknowledgment of Compliance to the Child/Dependent Adult Abuse Reporting (Acknowledgment), as a prerequisite to employment. Such Acknowledgment shall be retained by Contractor for review by County. Contractor shall also post the reporting requirements at all its facilities.

Civil Rights

1. Contractor shall ensure public contact staff and contracted staff, attends the mandatory DPSS-provided Civil Rights Training and DPH administration submits sign-in sheets to DPSS, verifying attendance.
2. Ensure notices, provided by DPSS, are available to WtW participants in all threshold languages and copies are filed in the case record.
3. Develop, maintain and follow procedures for receiving, investigating and responding to civil rights complaints using PA 607, Complaint of Discriminatory Treatment
4. Assist WtW participants with completing the PA 607 form in the participant's primary language.
5. Maintain a log of all Civil Rights complaints.
6. DPH will act as the Civil Rights Liaison between the DPH-contracted CalWORKs service provider and DPSS.
7. DPH will not attempt to investigate Civil Rights complaint. Investigations and monitoring of the sub-contractors regarding compliance with the Civil Rights mandates will be done by DPSS.

8. Forward all PA 607s to DPSS within two (2) workdays at the following address:

DPSS GAIN Division
Specialized Supportive Services Section
12820 Crossroads Parkway South
City of Industry, California 91746
Attn: Nadia Mirzayans, Program Director

9. Perform necessary civil rights monitoring during regular monitoring reviews to ensure Civil Rights requirements are being fulfilled. Any discrepancies shall be cited in the monitoring reports.

Report of Participant Progress

Contractor shall complete and return DPSS forms, as follows:

<i>PA1923 Treatment Services Verification</i>	<i>Within ten (10) calendar days of beginning treatment services for CalWORKs WtW participants</i>
<i>PA1206 Screening for CalWORKs Linkage</i>	<i>Prior to enrolling participant into CalWORKs treatment program</i>
<i>GN6006B CalWORKs Services Results</i>	<i>Within five (5) workdays of services enrolled</i>
<i>GN6008 Service Provider Progress Report</i>	<i>Every ninety (90) calendar days</i>
<i>GN6007B Enrollment Termination Notice</i>	<i>Within three (3) calendar days of termination</i>
<i>GN6007 Notification of Change From Service Provider</i>	<i>Within five (5) workdays of the date of the change</i>

Contractor shall follow uniform County standards for determining if WtW participants are progressing satisfactorily in the treatment program.

EXHIBIT II

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
CALWORKS PROVIDER INSTRUCTIONS

POLICY AND PROCEDURES

SUBJECT: CalWORKs PROCEDURES - TREATMENT PROGRAMS

PURPOSE: To provide instructions for agencies contracted to provide services under the California Work Opportunities and Responsibility to Kids (CalWORKs) program. CalWORKs WtW participants will be referred to treatment agencies from Community Assessment Service Centers (CASC) and the Greater Avenues to Independence (GAIN) Services Workers (GSW) at the Department of Public Social Services (DPSS) offices. Please note that effective January 29, 2010, the Alcohol and Drug Program Administration's (ADPA) name was changed to Substance Abuse Prevention and Control (SAPC).

POLICY: Effective April 1, 1998, the Los Angeles County Board of Supervisors approved the DPSS CalWORKs Plan. DPSS and the Department of Health Services Substance Abuse Prevention and Control (SAPC) developed a program to help CalWORKs WtW participants with alcohol and other drug (AOD) problems recover from their chemical dependency, and to assist CalWORKs WtW participants with other problems, which may be a barrier to employment.

The current plan requires that anyone assessed and clinically determined to need treatment, may volunteer to participate in a substance abuse treatment program as a part of their GAIN Welfare-to-Work (WtW) services through CalWORKs. GAIN participants may receive a continuum of services including residential detoxification, residential and outpatient alcohol and other drug treatment, and perinatal services.

GUIDELINES: PARTICIPANT IDENTIFICATION

Clinical assessments and treatment services will be provided to: 1) All CalWORKs WtW participants, including those receiving Post-Employment Services (PES), who have substance abuse (SA) and/or mental health (MH) barriers that would limit or impair their ability to become self-sufficient through employment and/or participate in WtW activities; and 2) CalWORKs Post Time-Limited (PTL) participants.

Additionally, Department of Public Health (DPH) CalWORKs-contracted substance abuse providers will provide the following participant services:

- 1) Clinical assessments to determine if substance abuse treatment

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services are needed and the level and intensity of the needed services;

2) Direct referrals to treatment service providers as appropriate; and

3) Assure that all residential/non-residential substance abuse treatment services are provided to participants at a State-licensed/certified treatment facility under contract with DPH.

New applicants who state that they have an immediate need for AOD and/or mental health services will have their eligibility determination process and cases expedited. Participant will be referred by the GSW to the CASC for a clinical assessment.

PARTICIPANT IDENTIFICATION

CalWORKs WtW participants may also be screened during their GAIN Orientation and Vocational Assessment to determine if there is reasonable suspicion that he/she may be chemically dependent. Timed-Off and Post Time-Limited (PTL) participants and those receiving post employment services may also be screened for supportive services needs. Participants who are screened positive for substance abuse and those who self-declare a need for substance abuse services may be referred for a clinical assessment. Participants assessed as positive for AOD use will be encouraged to participate in an AOD treatment program. The AOD treatment services will be a part of their WtW plan. Participants must meet with their GSW to discuss and sign a WtW plan.

Participants who have existing CalWORKs cases may declare that they have an AOD concern and request to be referred for an assessment or treatment at any time. Participants may also access treatment or assessment services directly by using the 1-800-564-6600 toll free number.

CalWORKs WtW participants whose children have recently been placed in Foster Care by the Department of Children and Family Services (DCFS) Child Protective Services may also be eligible for six months of substance abuse treatment services if they meet the Temporary Absence criteria. Service providers should contact SAPC administrative staff to inquire about these benefits under the Linkages Program.

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CASC SERVICES

Any participant who acknowledges an AOD problem (self declares) or is identified during the screening by DPSS staff and suspected to have a problem, must keep their appointment for a clinical assessment with the CASC. Treatment is strongly recommended, but not mandatory, for anyone assessed as positive for AOD abuse. If the participant disagrees with the clinical assessment results, he/she will be referred to a third party for another assessment.

The CASC is responsible for placing participants in a treatment recovery program, where needed, based upon the results of the clinical assessment. Participants identified by the GN 6140, Screening for Substance Abuse and Mental Health for the Eligibility Worker and the GN 6140A, Screening for Substance Abuse and Mental Health Instructions for the GAIN Staff Use Only, during the CalWORKs application process or during the GAIN appraisal/orientation component as possibly needing treatment, are referred to the CASC for assessment. Participants are referred using form GN 6006A, CalWORKs Clinical Assessment Provider Referral, page 1 (completing CASC appointment information on page 1) and page 2 (completing worker information only on page 2).

The CASC will place participants in programs based upon the level and intensity of services required, availability of space, proximity to their residence, and any special needs including cultural and linguistic preferences. The CASC will notify the GSW of the results of the participants' clinical assessment by faxing the Clinical Assessment Results form (GN 6006A, page 2) to the GSW within five (5) working days of the assessment appointment.

If the CASC is not available to assist, identified participants may be directed to any treatment program within the CalWORKs treatment network by the GSW. GSW completes form GN6006B, CalWORKs Specialized Supportive Services Report, (completing treatment providers address and appointment information and workers information only) and faxes the form to the treatment program.

REVERSE REFERRALS

Providers may admit existing CalWORKs WtW participants (person's already receiving CalWORKs cash assistance benefits) onto a

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CalWORKs contracted slot/bed. Treatment provider must initiate notice to DPSS via a PA 1923 that the participant is in treatment and request that the case be expedited to GAIN. Persons who access treatment directly in this manner are known as "Reverse Referrals." These persons may be placed on a CalWORKs contracted slot/bed, but may not be billed to CW until DPSS has processed the PA 1923 and you have received the PA1132, GSW/CalWORKs Eligibility Worker Notification to Service Providers form.

DIRECT REFERRALS INTO TREATMENT:

Providers may also admit existing CalWORKs WtW participants (person's already receiving CalWORKs cash assistance benefits) onto a CalWORKs contracted slot/bed that are referred directly to the program by a GSW using a GN 6006B form. Treatment providers must complete and return the GN 6006B form, page two (2), to the GSW within three (3) business days.

TIMELY NOTIFICATION/DOCUMENTATION:

Timely notice to DPSS of treatment service enrollment or participant's missed appointment using the GN 6006B page two (2) is essential. DPH providers must retain a copy of the GN 6006B page 1 and 2, or the PA 1923, and any written notice of eligibility/acceptance provided by the Centralized PA 1923 unit. Providers must obtain and keep on file a Provider Notification Letter for participants entering treatment through the 'Reverse Referrals System'.

On referrals from the CASC using the GN 6006B pages 1 and 2, treatment providers must complete and return (fax) the tracking form to the CASC and fax the GN 6006B page 2, to the GSW within three (3) workdays of the appointment to begin treatment. This will provide notice that the participant was accepted into treatment or that he failed to keep the appointment. Providers must also maintain copies of all paperwork on the participant's case records as an audit trail documenting referrals and verifying eligibility.

TERM OF TREATMENT

Participants are eligible to receive from 6 to 18 months of treatment services based on need. In most cases, a treatment extension may be approved for additional time based upon the clinical justification of a

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licensed, clinical social worker, marriage and family therapist, medical doctor, or other licensed clinician.

WORK & COMMUNITY SERVICE REQUIREMENTS

All GAIN participants are required to maintain a maximum of 32-35 hours of outpatient substance abuse treatment/recovery services per week to meet all the work participation requirements.

The treatment agency may specify that the number of hours in treatment is the maximum that the participant is able to handle for the initial 90 days. After the initial 90 days, when the treatment hours fall below this level, a referral for vocational assessment to supplement the required hours shall be made. The participant may be assigned other WtW or community service activities to meet the weekly requirement. Participants in residential treatment programs and those enrolled in daycare habilitative outpatient treatment are considered to be meeting all the required WtW hours of participation.

LIFE SKILLS TRAINING

The Life Skills Support Group (LSSG) is a voluntary transitional activity intended to engage Specialized Supportive Services (SSS) participants who may not be ready to participate in a mainstream WtW activity due to his/her SA and/or MH issues, but may be ready to begin transitioning into concurrent WtW participation. The LSSG has been designed by the Department of Mental Health (DMH) to offer additional support and intervention to assist SSS participants obtain self-sufficiency while managing his/her SA and/or MH issues and will be utilized to enhance the service plan while encouraging concurrent participation.

WORK REQUIREMENT BY SIX MONTH OF TREATMENT

The substance abuse treatment provider must contact the GSW for all CalWORKs WtW participants who have been in treatment for four months or more. During this contact, the substance abuse treatment provider will coordinate with the GSW the participant's status and verify that the work related requirements are being met. The GSW will determine if the participant is involved in the required work related activities. If the work related activity requirement is not met, the GSW and the substance abuse treatment provider will determine how best to meet that requirement.

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TREATMENT DOCUMENTATION

Treatment providers must maintain documentation in the participant's chart of all communications with DPSS, including the PA 1206, PA 1923, GN 6006A, GN 6006B, GN 6007, GN 6008 and confirmation of faxing, and any letters/correspondence to and from DPSS regarding the participant. Maintain verification that a WtW Plan is completed and on file at DPSS GAIN offices. A copy of the PA 1132 serves as the required verification.

INCIDENT REPORTS

Treatment agencies must develop and maintain a procedure for identifying and reporting incidents involving CalWORKs WtW participants. All incidents must be reported to SAPC within 24 hours of discovery.

REIMBURSEMENT

Treatment providers shall be compensated based upon a fee-for-service/unit or hourly rate as set forth in the Contracts Schedules(s) or Budget(s). Only services performed by designated staff position titles shall be reimbursable.

DPSS will maintain and update an automated inventory of DPH CalWORKs-contracted substance abuse service providers via GAIN Employment Activity and Reporting System (GEARS).

Providers may begin billing for the services provided under the CalWORKs contract from the date of admission, if the participant has an approved CalWORKs case, an open WtW component, and was referred from the CASC or a GSW with a GN 6006B referral form. The GSW is the DPSS Case Manager and is responsible for coordinating the treatment services, Specialized Supportive services, and the WtW plan.

DPSS CIVIL RIGHTS REGULATIONS

DPH and DPH CalWORKs-contracted service providers must comply with the terms of the Resolution Agreement between DPSS and the Office of Civil Rights, Department of Health and Human Services Region IX, signed on October 23, 2003, as stated in the Memorandum of Understanding hereunder Section V, subsection E.14. Any civil rights discrepancies shall be cited in the agency monitoring reports.

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CalWORKs PROCEDURES

PERSON RESPONSIBLE:

CASC will:

1. Receive calls from the GSW and schedule clinical assessment appointments for CalWORKs WtW participants within 48 hours of the request, including those participants receiving PES or PTL services.
2. Receive calls and schedule assessment appointments within 48 hours of the request from participants requesting services, targeted specialized supportive services participants, and programs participating in Special Pilot Projects.
 - A. CalWORKs WtW participant may wait no more than two (2) workdays for an assessment.
 - B. A participant travels no more than one (1) hour by bus in either direction to the assessment site.
 - C. Services shall be provided to non-English and limited-English proficient participants using bilingual staff, or through the use of an interpreter provided by DPH (for hearing impaired participants), or by the use of language line. Participants shall not be required to provide their own interpreter at any time. The most common non-English languages required by CalWORKs WtW participants are: Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese.
3. Receive participants with Clinical Assessment Provider Referral Form GN 6006A from the GSWs requesting an AOD clinical assessment.
4. Complete the assessment using the Addiction Severity Index (ASI).
 - A. For those participants already enrolled in treatment, DPSS requires that they be enrolled in a County contracted treatment and recovery program in order for the treatment to be considered a part of the participant's WtW plan.
 - i. If the participant is in a County contracted program, complete a brief screening and **do not** complete the full ASI assessment. Verify participant's enrollment

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with the agency and return the participant to the program, using the Treatment Referral Form. CASC maintain a list of all County contracted AOD Programs.

- ii. If the participant is not in a County contracted program, complete the full assessment as usual.
 - iii. Obtain the participant's understanding and acceptance of the need to be enrolled in a Los Angeles County contracted program to meet CalWORKs program requirements.
5. Identify participants, during the assessment, who need additional mental health, domestic violence or other supportive services and those who may be dually diagnosed (DD).
 6. Notify the GSW of the assessment findings and recommend a DMH clinical assessment for DD participants.
 - A. Where possible refer the participant to a program that is able to manage persons who have both SA and MH service needs. See the attached listing of Specialized Mental Health and AOD Programs.
 7. Contact appropriate treatment providers, based upon the results of the ASI, and schedule the participant for admission to the program. Use the list of CalWORKs Contracted Treatment Providers.
 - A. Give the participant the CalWORKs Treatment Referral Form, a written referral to treatment (see sample form).
 8. Complete the CalWORKs Clinical Assessment Results form GN6006A, page two (2), providing information on the treatment provider site address, modality of services, and other requested information, and fax to the GSW.
 9. Maintain a copy of the referral, results form, and other forms as appropriate.

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Note: Participant Appeals

When the participant contests the results of the ASI (clinical assessment) and declines treatment, the CASC will notify the GSW that the participant is contesting the results of the assessment. The GSW will schedule the participant for a second assessment, by a third party (CASC site.)

The GSW is the central point of contact for the CalWORKs WtW participants and is responsible for tracking the participant's movement, developing, and maintaining the participant's WtW plan.

TREATMENT PROGRAM ADMISSIONS

PERSON RESPONSIBLE

- Provider will:
1. Admit CalWORKs WtW participants to medical detoxification, Perinatal, residential, or outpatient treatment program.
A. CalWORKs WtW participant may wait no more than five (5) workdays for a treatment appointment.
B. CalWORKs-contracted service providers shall be available to provide the required services between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with the exception of co-located staff.
C. A participant travels no more than one (1) hour by bus in either direction to the assessment site.
D. Services shall be provided to non-English and limited English proficient participants using bilingual staff, or by the use of language line. Participants shall not be required to provide their own interpreter at any time. The most common non-English languages required by CalWORKs WtW participants are: Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, and Vietnamese.
2. Complete all required registration forms and Los Angeles County Participant Reporting System (LACPRS) information.

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- 3. Fax admission information to the CASC using the Treatment Referral Form within three (3) days of admission.
- 4. Provide treatment services as contracted including:
 - A. Detoxification - up to 14 days of residential detoxification services.
 - B. Residential/outpatient treatment and perinatal services include:
 - Orientation and overview of the program;
 - HIV/AIDS Education;
 - Crisis intervention;
 - Initial treatment plan development;
 - Other women's, Perinatal, family and individual services as needed (including parenting classes, domestic violence groups, incest survivors groups, sexual abuse classes, grief and loss, anger management groups, and others);
 - Individual and/or group counseling (for non-residential services face-to-face contact with the participant at least two (2) times per week);
 - Emphasize vocational and educational counseling and referral;
 - Urine testing as needed;
 - Social and recreational activities;
 - 12-step/self-help support group attendance (**self-help groups are not billable to the contract**);
 - Aftercare and discharge planning, for up to 90 days;
 - Case management services to support participants' special needs;
 - Services to participants who have a Co-Occurring mental health and substance abuse disorder where necessary and available;
 - Life Skills classes established criteria, include parenting skills, communication skills, on-the-job survival skills, money management and help on balancing work, school, and family;
 - Medication Assisted Treatment may be provided where necessary and available.

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- 5. Deliver services in accordance with County contract and State licensing requirements.
- 6. Communicate the status of the participant's progress and treatment/ services to DPSS using the appropriate forms as below:
 - A. GN 6006B page 2 within five (5) workdays of services enrollment, to include date services began or, when appropriate, check box to indicate failure to appear for services, expected duration, hours per week and if less than 32-35 hours per week, whether the number of hours are considered full-time by the service provider.
 - B. CW 61 – Authorization to Release Medical Information. This form is used to evaluate a participant's ability to participate in a work/training program. After treatment for 90 days the clinician completing the form will determine the length of time the person should be exempt from work requirement. At the end of that timeframe, the GSW will contact the participant to determine if the participant is able to participate in a work-related activity.
 - C. Complete GN 6008, every 90 days, or as required, to indicate whether the participant is complying with program requirements and maintaining satisfactory progress, has successfully completed treatment or has dropped out of treatment.
 - D. Complete GN 6007B, Enrollment Termination Notice, within three (3) work days of termination to report the participant has successfully completed treatment services, or treatment services were terminated and the reason for termination.
 - E. Complete GN 6007, Notification of Change from Service Provider, within five (5) workdays of the date of the change. This notice will include changes in modality of services, start date, treatment hours, and other service information.

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DPSS Notification Admission of "Reverse Referral" Participants

Treatment programs must comply with DPSS procedures for admitting persons not referred from DPSS or the CASC in order to receive CalWORKs reimbursement for the services provided. These procedures are out lined in SAPC BULLETIN NO. 09-02

CalWORKs WtW participants generated from outreach may be enrolled directly into the agency's treatment program by following the procedures outlined in these CalWORKs Program Provider Instructions and the DPSS Provider Directive.

- Provider will:**
1. Assist participants and families in notifying their DPSS Worker that they are in treatment so that they may take full advantage of the supportive services available through GAIN.
 2. Assist the participant in contacting the DPSS Supportive Services Eligibility Worker (SSEW) to volunteer for the GAIN Program. Obtain and keep on file a copy of the participant's WtW plan, the GN 6006B, PA 1923 or the PA 1132.
 3. Complete the PA 1923 CalWORKs Treatment Services Verification Form with the program's information, and obtain an authorization to release information from the participant. This form will authorize the treatment provider to share information with DPSS.
 4. Fax a copy of the PA 1923 to the Integrated Services Operation Centralized Unit of the West Valley GAIN Region II, and the release of information form to confirm that the participant is in treatment within five (5) business days of the participant entering treatment.
 5. Qualify to bill CalWORKs for services provided to participants who accessed treatment directly only after receiving confirmation via the reverse referral process consisting of the approved PA 1923 CalWORKs (Treatment/Services Verification) form via the Provider Notification Letter (acceptance letter).

- DPSS will:**
1. Notify the DPH contracted treatment program that participant is eligible or ineligible for services within three (3) days.

- Provider will:**
2. Obtain and keep on file a copy of the participants WtW Plan, the GN 6006B or PA 1923 or GN 6149 from the centralized PA 1923 unit.
 3. Encourage the participant to comply with all GAIN requirements.

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EXHIBIT II

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TREATMENT PROVIDER PROGRESS REPORTS

PARTICIPANT MOVEMENT

Provider will: 1. Admit CalWORKs WtW participants and provide treatment services as contracted.

DPSS will: 1. Request written Treatment Progress Reports from provider agencies every 90 days, or as needed, using the Service Provider Progress Report form GN 6008.

Provider will: 1. Receive CalWORKs Progress Report GN 6008 form for participants in treatment.

2. Complete and return the CalWORKs Progress Report GN 6008 form the GSW within five (5) working days. Document the client's treatment status. Fax the form back to DPSS GSW. Retain a signed copy of the form in the participant's file.

DPSS will: 1. Input progress report information into GEARS system.

2. Contact the treatment agency directly to follow up on any delinquent notices. Obtain any other needed data from treatment agencies.

3. Maintain and update an automated inventory of DPH CalWORKs-contracted substance abuse service providers via GEARS.

PARTICIPANT MOVEMENT

Provider will: 1. Notify the GSW of all changes in the participant's status including: transfers to other sites or treatment modalities, drop outs, completions, AND so on via the Notification of Changes From Service Provider form GN 6007.

2. Complete and forward notification within five (5) working days of the actual change.

DPSS will: 1. Receive the change notices and update the GEARS system and the participants WtW plan.

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TREATMENT EXTENSIONS
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- Provider will: 1. Monitor participant's progress in their treatment program. 2. Identify those participants that will need additional time in treatment at least 30 days prior to the scheduled completion of treatment. 3. Based upon the contract guidelines, prepare documentation including a clinical justification to support the treatment extension request. 4. Contact SAPC Contract Program Auditor (CPA) and request a treatment extension for program participants at least 30 days prior to scheduled discharge.

- ADPA CPA will: 1. Review the treatment provider's justification supporting the request for a treatment extension. 2. Approve or deny the requests within five (5) working days, based upon the information and justification provided. 3. Return treatment extension form to treatment agency via fax.

- Provider will: 1. Notify GSW of any approved treatment extensions, within three (3) working days of receipt. 2. Forward a copy of the approved CalWORKs Treatment Extension and the Notification of Changes from Service Provider forms to the GSW.

- DPSS will: 1. Review the approved treatment extension forms. 2. Contact the Treatment agency to resolve any questions. 3. Take appropriate actions that may include revising the WtW plan.

- Provider will: 1. Continue to provide treatment services to participants.

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2. Continue to monitor and report participant progress every 90 days, or as requested by the GSW.

A. Where possible, obtain a copy of the revised WtW plan whenever there are revisions.

GAIN WORK REQUIREMENT SIX-MONTH WORK REQUIREMENT

Provider will: 1. Initiate contact with the GSW for any participant who has been in treatment for four months or more. Communicate with the GSW to ensure that participants are meeting the GAIN six-month work requirement.

GSW will: 1. Coordinate with the Provider regarding the participant's status in treatment and where needed, add work related activities to meet GAIN program requirements.

Provider will: 1. Continue to treat the participant, incorporating the GSW's recommended work related activities into the participant's treatment plan as needed.

TERMINATING PARTICIPANTS

Provider will: 1. Comply with the attached list of Uniform Standards for Termination for CalWORKs WtW participants being terminated from the program. 2. Complete the Enrollment Termination form GN 6007B within five (5) working days for all participants who complete or who are terminated from the program. 3. Notify the GSW by telephone and by faxing the enrollment termination form. 4. Complete and submit the LACPRS discharge forms as required.

DPSS will: 1. Update GEARS system with termination information. Mail or fax the GN 6011- Notice of Termination to the treatment provider.

NOTE: CalWORKs treatment agencies are encouraged to work with participants and their GSW when terminating participants from treatment. Many of the forms attached to this procedure are also

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available on the DPSS GAIN website. Providers should photocopy these forms to ensure that an adequate supply is readily available.

INCIDENT REPORTS

- Provider will:**
1. Develop and maintain a specific procedure for identification, documenting, and reporting incidents that may occur at the program site. Incidents that involve participant injuries must be reported to the SAPC CPA.
 2. The program will investigate and document the circumstances as appropriate.
 3. All incidents that involve participant injuries must be reported to SAPC within five (5) business days after discovery.

Note: Incidents that may involve CalWORKs WtW participants' civil rights must be managed in accordance with the DPSS Civil Rights Procedures.

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EXHIBIT III

PRINCIPLES OF EFFECTIVE TREATMENT (Best Practices)

The County of Los Angeles Department of Health Services Substance Abuse Prevention and Control uses the following principles of effective treatment, identified by the National Institute on Drug Abuse (NIDA) as the “best practices” guiding its contracted programs and services (Established from findings of NIDA-supported research):

1. **No single treatment is appropriate for all individuals.** Matching treatment setting, interventions, and services to each individual’s particular problems and needs is critical to his or her ultimate success in returning to productive functioning in the family, workplace, and society.
2. **Treatment needs to be readily available.** Because individuals who are addicted to drugs may be uncertain about entering treatment, taking advantage of opportunities when they are ready for treatment is crucial. Potential treatment applicants can be lost if treatment is not immediately available or is not readily accessible.
3. **Effective treatment attends to multiple needs of the individual, not just his or her drug use.** To be effective, treatment must address the individual’s drug use and any associated medical, psychological, social, vocational, and legal problems.
4. **An individual’s treatment and services plan must be assessed continually and modified as necessary to ensure that the plan meets the person’s changing needs.** An individual may require varying combinations of services and treatment components during the course of treatment and recovery. In addition to counseling or psychotherapy, the individual at times may require medication, other medical services, family therapy, parenting instruction, vocational rehabilitation, and social and legal services. It is critical that the treatment approach be appropriate to the individual’s age, gender, ethnicity, and culture.
5. **Remaining in treatment for an adequate period of time is critical for treatment effectiveness.** The appropriate duration for an individual depends on her or his problems and needs. Research indicates that for most individuals, the threshold of significant improvement is reached at about three months in treatment. After this threshold is reached, additional treatment can produce further progress toward recovery. Because people often leave treatment prematurely, programs should include strategies to engage and keep people in treatment.
6. **Counseling (individual and/or group) and other behavioral therapies are critical components of effective treatment for addiction.** In therapy, individuals address issues of motivation, build skills to resist drug use, replace drug-using activities with constructive and rewarding non-drug-using activities, and improve problem-solving abilities. Behavioral therapy also facilitates interpersonal relationships and the individual’s ability to function in the family and community.
7. **Medications are an important element of treatment for many patients, especially when combined with counseling and other behavioral therapies.** For persons with mental disorders, both behavioral treatments and medications can be critically important.

EXHIBIT III

PRINCIPLES OF EFFECTIVE TREATMENT (Best Practices)

8. **Addicted or drug-abusing individuals with coexisting mental disorders should have both disorders treated in an integrated way.**
9. **Medical detoxification is only the first stage of addiction treatment and by itself does little to change long-term drug use.** Medical detoxification safely manages the acute physical symptoms of withdrawal associated with stopping drug use. While detoxification alone is rarely sufficient to help addicts achieve long-term abstinence, for some individuals it is a strong indicated precursor to effective drug addiction treatment.
10. **Treatment does not need to be voluntary to be effective.** Strong motivation can facilitate the treatment process. Sanctions or enticements in the family, employment setting, or criminal justice system can significantly increase both treatment entry and retention rates and the success of drug treatment interventions.
11. **Possible drug use during treatment must be monitored continuously.** Lapses to drug use can occur during treatment. The objective monitoring of an individual's alcohol and other drug use during treatment, such as through urinalysis or other tests, can help the individual withstand urges to use drugs. Such monitoring also can provide early evidence of drug use so that the individual's treatment plan can be adjusted. Feedback to individuals who test positive for illicit drug use is an important element of monitoring.
12. **Treatment programs should provide assessment for HIV/AIDS, hepatitis B and C, tuberculosis, and other infectious diseases and counseling to help individuals modify or change behaviors that place themselves or others at risk of infection.** Counseling can help individuals avoid high-risk behavior. Counseling can also help persons who are already infected to manage their illness.
13. **Recovery from drug addiction can be a long-term process and frequently requires multiple episodes of treatment.** As with other chronic illnesses, relapses to drug use can occur during or after successful treatment episodes. Addicted individuals may require prolonged treatment and multiple episodes of treatment to achieve long-term abstinence and fully restore functioning. Participation in self-help support groups and meetings during and following treatment often is helpful in maintaining abstinence.

EXHIBIT IV

INSTRUCTIONS FOR PREPARING PROJECT WORK PLAN

Complete this form for the 36-month cycle of the project. Include additional pages to cover the whole 36-month project period.

At the top of this form, clearly state your **PROJECT GOAL**, which is a statement of work or mission statement.

To complete each Column in the form, follow the instructions below:

- ▶ Column (1), list in sequential number each Program Objective (as discussed in the **PROGRAM OBJECTIVES** sub-paragraph of **Section VII.B.5.b** of the RFP). Program Objectives should be specific, measurable, appropriate, relevant and time-limited.
- ▶ In Column (2), list all key tasks or activities that will be initiated in order to achieve each Program Objective.
- ▶ In Column (3), list the time frame (i.e. during what month or months) key tasks or activities, as listed in Column (2), will be undertaken.
- ▶ In Column (4), list the numbers and titles of all staff (as discussed in the **STAFFING** sub-paragraph of **Section VII.B.5.b** of the RFP) who will be responsible for initiating the key tasks or activities listed in Column (2).
- ▶ In Column (5), summarize how the achievement of each Program Objective listed in Column (1) will be evaluated (as discussed in the **EVALUATION DESIGN** sub-paragraph of **Section VII.B.5.b** of the RFP) in terms of how successful it was in achieving each objective; for example, using follow-up surveys, analyzing discharge data, and/or any other methodology deemed appropriate.

EXHIBIT V

INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

The following information is provided for reference purposes only. Actual figures will depend on the agency's proposed program design, expenses, and revenue.

I. GENERAL REQUIREMENTS

- A. Budget should include all costs related to the proposed project.
- B. Line items for all budget categories should include a description and justification for each item.
- C. Category totals should equal the total amount requested in the proposal.

II. PROGRAM EXPENSES

A. Salaries and Employee Benefits

1. Salaries: Include all line, supervisory, and other staff positions who provide direct services. To determine the TOTAL SALARY COSTS for a position, use the following formula: Monthly salary times [x] number of months budgeted on project times [x] percent of time on project equals [=] TOTAL SALARY COSTS

Example A: Full-time employee working 70% of time on project

$$\$2,000 \times 12 \times 70\% = \$16,800$$

Example B: Half-time employee working 50% of time on project

$$\$1,000 \times 12 \times 50\% = \$6,000$$

Total Salaries: \$16,800 plus [+] \$6,000 = \$22,800

2. Employee Benefits: This is calculated percentage of each employee's total salary costs; based on such expenses as FICA, SUI, Medical/Dental, Workmen's Compensation, or other benefits.

Example:

*FICA @ 7.65% + SUI @ 4.25% + Medical/Dental @ 6.0%
+ Workers' Comp @ 3.25% = 21.15% percentage of all paid employee benefits.*

EXHIBIT V

INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

To determine TOTAL EMPLOYEE BENEFITS for each position, use the following formula:

TOTAL SALARY COSTS (\$22,800) x percentage of all paid employee benefits (21.15%) = TOTAL EMPLOYEE BENEFITS

Example A:

Full-time employee working 70% of time on project, \$16,800 x 21.15% = \$3,553.20

Example B:

Half-time employee working 50% of time on project, \$6,000 x 21.15% = \$1,269.00

Total Employee Benefits: \$3,553.20 + \$1,269.00 = \$4,822.20

3. Total Salaries and Employee Benefits: \$22,800 + \$4,822.20 = \$27,622.20

B. Facility Rent/Lease Expenses

The total amount of FACILITY RENT OR LEASE EXPENSES charged to this project are based on the following formula: Total monthly rental or lease amount, divided by [1] total gross square footage = cost per square foot x total square footage used for this project x number of months project is budgeted = TOTAL FACILITY RENT OR LEASE EXPENSES

Example: \$ 2,000 / 2,000 sq.ft. x 1,000 sq.ft. x 12 months = \$12,000

C. Equipment and/or Other Assets Expenses

Equipment and/or other assets expenses should be determined by calculating the amount of time the leased equipment or other assets will be used exclusively on this project.

Example: One (1) copier rental with toner and paper supplies at \$500 per month x 10% usage on project = \$50.00 per month x 12 months = \$600

Example: One (1) computer at \$5000 x 100% usage on project) 5 years depreciation = \$1,400

EXHIBIT V

INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

D. Services and Supplies

Indicate expenditures for any of the following items: Audit fees, bookkeeping fees, books and publications, facility maintenance, insurance, license/permit fees, mileage, office machine maintenance/repairs, office supplies, postage, printing, janitorial and other maintenance supplies, telephone, training, utilities.

<i>Example:</i> audit fees	\$200.00
bookkeeping fees	\$300.00
books and publications	\$150.00
facility maintenance	\$500.00
insurance	\$900.00
license/permit fees	\$50.00
mileage	\$400.00
office machine maintenance/repairs	\$200.00
office supplies	\$1,000.00
postage	\$30.00
printing	\$30.00
janitorial/other maintenance supplies	\$35.00
telephone	\$750.00
training	\$200.00
utilities	\$250.00
other	\$0.00
total	\$4,995.00

E. Administrative Overhead

An administrative overhead rate may be applied to project costs, based upon acceptable accounting and budgeting procedures. An administrative overhead rate over 20% needs additional justification of how rate was determined. Project size, other available resources, number and type of concurrent projects undertaken by agency, etc. are all examples of different factors to consider in determining if or to what extent an administrative overhead rate may be applied. Any and all supporting documentation showing how the administrative overhead rate was calculated must be appended to the budget.

EXHIBIT V

INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

F. Total Gross Cost of Program

The total gross cost is determined by adding all program expenses calculated for the budget

<u>Example:</u>	<u>Program Expenses</u>	
	Salaries and Employee Benefits	\$27,622.00
	Facility Rent/Lease	\$12,000.00
	Equipment and/or Other Assets	\$2,000.00
	Services and Supplies	\$4,995.00
	Administrative Overhead	<u>\$5,524.00</u>
	Total Gross Cost of Program	\$52,141.00

III. INCOME/REVENUE

A. Projected County Allocation

State your projected County allocation for the contract period.

Example: \$50,000 (for the period July 1, 2011 to June 30, 2012)

B. Private Funding and/or Other Revenue

State any projected private funding, client revenues, and other revenues for the proposed project for the contract period.

Example:

Revenues from Residential Treatment Services = \$ 180,000

The detailed computation of the above revenues should be included as a **supporting schedule/ worksheet to the Budget Summary Form**. The computation for revenues from each service should include the rate per service (should match the rates listed in the **Pricing Sheet, Attachment 8K**), the number of projected clients per year, and the estimated number of service units provided on average per client.

EXHIBIT V

INSTRUCTIONS FOR PREPARING BUDGET AND NARRATIVE FORMS

Example:

Revenues from Residential Treatment Services:

\$ 30 per bed per day x 10 contracted beds in facility x 60 days average per client per year x 10 clients per year = \$180,000

C. Total Income/Revenue

The total income/revenue should equal the total gross program cost.

Example: *Projected County allocation of \$50,000 + Private Funding of \$500,000
= \$550,000.00*

The total Income/Revenue of program is \$550,000.00.

IV. BUDGET NARRATIVE (DETAILED DESCRIPTION AND JUSTIFICATION OF EACH LINE ITEM
BUDGET CATEGORY)

A. Description

Explain how salaries and employee benefit costs were calculated. Provide a brief description of each item requested, the corresponding cost, and a brief justification statement. Explain how each line item expense relates to your written proposal.

Example: (Under EQUIPMENT AND/OR OTHER ASSETS category)
1 printer @ \$1,500

Description: *- This printer is compatible with the agency's IBM computer.*

B. Justification

Provide sufficient reason for the importance and need of each line item requested in the budget, as it relates to (1) strategies/program elements and activities of the written program proposal, and (2) any administrative services or requirements.

Example: Justification: *Staff assigned exclusively to this project will be using the printer to develop program reports and other documents in a timely manner.*

EXHIBIT VI

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010. Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020. Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

EXHIBIT VI

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030. Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040. Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050. Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT VI

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060. Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



EXHIBIT VII

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010. Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020. Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT VII

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030. Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040. Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050. Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060. Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;

EXHIBIT VII

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT VII

**Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

2.206.070. Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or;
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

EXHIBIT IX



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

SAFELY SURRENDERED BABY LAW

Additional posters and fact sheets in English and Spanish are available at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows pregnant or other persons with child custody, which means anyone having the legal right to possession of a child, to voluntarily and confidentially surrender a baby. As long as the baby is three days (72 hours) old, an adult younger than age 18 can not have a baby or be pregnant. The baby may be surrendered without a doctor's order or prescription.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega voluntaria de un recién nacido por parte de sus padres o otras personas con custodia legal, o de una persona que los reciba si tienen el consentimiento. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin ningún otro requisito.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraban. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT XI

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this polic

