

Contract No. PH-000502
CALWORKS

30878

ALCOHOL AND DRUG SERVICES AGREEMENT

Between

COUNTY OF LOS ANGELES

and

CITY OF LONG BEACH, A MUNICIPAL
CORPORATION

JULY 1, 2008 - JUNE 30, 2009

USE FOR ONGOING
AND CALWORKS

Contract No. PH-000502

ALCOHOL AND DRUG SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day
of July, 2008,
by and between
and
COUNTY OF LOS ANGELES
(hereafter "County"),
CITY OF LONG BEACH,
A MUNICIPAL CORPORATION
(hereafter "Contractor").

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 "ADPA" and "SDADP", as used in this Agreement, refer to County's Alcohol and Drug Program Administration 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 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) A, and the term "Schedules" refers to Schedule(s) A, (and when applied, the term "Budgets" refers to Budget[s] A, 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, 2008 and shall continue in full force and effect to and including June 30, 2009.

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 ADPA, or any local agency designated by the ADPA 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 Agreement may be terminated by County immediately. County's 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 Department of Public Health ("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.

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) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - ALCOHOL AND DRUG PROGRAM ADMINISTRATION - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2008
- (2) Exhibit A - CalWORKs Alcohol and Drug Nonresidential Services (CalWORKs)
- (3) COUNTY OF LOS ANGELES YOUTH TREATMENT STANDARDS AND PRACTICES - JANUARY 2008

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (3) 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: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and

that County reserves the right to perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided under this Agreement is Twenty-Three Thousand, Nine Hundred Seven Dollars (\$23,907). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

B. 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 ADPA 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 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. 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.

7. GENERAL INSURANCE REQUIREMENTS: Without limiting indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be satisfactory to the County and primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the Insurance Coverage Requirements, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-

insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification, cancellation, or termination for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general and auto liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and

without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Notwithstanding the Notice in Paragraph 18 of this agreement, Contractor shall report in writing within twenty-four (24) hours of occurrence to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per medicine incident for medical and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

9. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The 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 delegatee 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. If 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.

10. 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 4.

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.

11. 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 ADPA; 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.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED

TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that 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 entering into this Agreement with County, 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 the Agreement, should it

or any of its subcontractors 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.

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 2525 Grand Avenue, Suite 235, Long Beach, California 90815. Contractor's primary business telephone number is (562) 570-4001 and facsimile/FAX number is (562) 570-4066. Contractor shall notify County, in writing, of any changes made to primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number 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 notified may be changed by providing at least ten (10) days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

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

Attention: Division Chief

(2) Department of Public Health
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

CITY OF LONG BEACH, A MUNICIPAL CORPORATION
2525 Grand Avenue, Suite 235
Long Beach, California 90815


Attention: Michael St. Jean
Executive Director

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

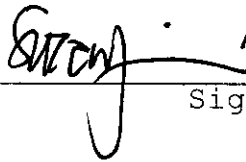
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Director of Public Health and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

CITY OF LONG BEACH,
A MUNICIPAL CORPORATION
Contractor

By  Assistant City Manager
Signature ~~EXECUTED PURSUANT~~
TO SECTION 301 OF
THE CITY CHARTER.
Patrick West
Print Name


Title City Manager
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner Jr.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By 
Gary T. Izumi, Chief
Contracts & Grants Division

APPROVED AS TO FORM
August 25, 2008
ROBERT E. SHANNON, City Attorney
By 
LINDA TRANG
DEPUTY CITY ATTORNEY

CHARITABLE CONTRIBUTIONS CERTIFICATION.

City of Long Beach
Company Name

2525 Grand Avenue, Long Beach, CA 90815
Address

[REDACTED]
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" 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. () ()

Susan Price
Signature

8/22/08
Date

Susan Price, Acting Bureau Manager, Human/Social Services
Name and Title (please type or print)

Effective 09/06/05

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2008

ADDPROV_5.06DSF
ADDPROV-07.2008.LM

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY 1, 2008

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE	1
3.	BOARD OF DIRECTORS AND ADVISORY BOARD	6
4.	STAFFING	7
5.	NONDISCRIMINATION IN SERVICES	14
6.	NONDISCRIMINATION IN EMPLOYMENT	17
7.	FAIR LABOR STANDARDS ACT	20
8.	EMPLOYMENT ELIGIBILITY VERIFICATION	20
9.	PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS	21
10.	PARTICIPANT ELIGIBILITY	22
11.	PARTICIPANT FEES	22
12.	PAYMENT	23
13.	FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS	34
14.	RECORDS AND AUDITS	36
15.	REPORTS	46
16.	ANNUAL COST REPORT	48
17.	CONFIDENTIALITY	49
18.	INDEPENDENT CONTRACTOR STATUS	50

TABLE OF CONTENTS

Paragraph No.	Title	Page No.
19.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	51
20.	RESTRICTIONS ON LOBBYING	51
21.	UNLAWFUL SOLICITATION	52
22.	CONFLICT OF INTEREST	53
23.	PURCHASES	54
24.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	56
25.	TOBACCO - FREE ENVIRONMENT AND TOBACCO AWARENESS	57
26.	DRUG FREE WORK PLACE	58
27.	HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING	60
28.	PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH	61
29.	MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS	64
30.	PROPRIETARY RIGHTS	64
31.	CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER	65
32.	NOTICE OF DELAYS	65
33.	AUTHORIZATION WARRANTY	66
34.	CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT	66
35.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	66
36.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETTED FOR LAYOFF/OR RE-EMPLOYMENT LIST	67

TABLE OF CONTENTS

Paragraph No.	Title	Page No.
37.	RESOLICITATION OF BIDS OR PROPOSALS	67
38.	TERMINATION FOR INSOLVENCY AND DEFAULT	68
39.	TERMINATION FOR IMPROPER CONSIDERATION	69
40.	TERMINATION FOR CONVENIENCE	70
41.	COUNTY'S QUALITY ASSURANCE PLAN	72
42.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	73
43.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	73
44.	RETURN OF COUNTY MATERIALS	74
45.	GOVERNING LAW, JURISDICTION AND VENUE	74
46.	WAIVER	75
47.	SEVERABILITY	75
48.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	75
49.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	76
50.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	80
51.	PURCHASING RECYCLED-CONTENT BOND PAPER	80
52.	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	81
53.	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	82
54.	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT	85

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
55.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	85
56.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	86
57.	REPORTING OF CHILD ABUSE OR NEGLECT	86
58.	REPORTING OF ELDER AND DEPENDENT ADULT ABUSE	87
59.	TERMINATION FOR NON-APPROPRIATION OF FUNDS	88
60.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	88
61.	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	89
62.	NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS	90

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ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - JULY, 2008

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 Alcohol and Drug Program Administration ("ADPA"), 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 ADPA, 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 ADPA, 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, treatment, and support personnel. Participation of administrative, treatment, and support personnel in training/staff development should include in-service activities, such as case conferences; 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., treatment and support

personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. 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. 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. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Probation Department and the Department of Public Health. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.

(2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.

(3) Counselors working with youth shall be certified by a recognized alcohol and other drug addiction counselor credentialing organization.

(4) Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

(5) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

C. 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 this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission and 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. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

D. 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, 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.

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: Contractor agrees 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 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 alcohol and drug 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. 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 ADPA. All billings shall clearly reflect all required information as specified on the billing forms and any other

information as required by the ADPA (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 hereinbelow.

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 ADPA 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 of Operations, 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 Officer ("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, records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. 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 ADPA 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 Alcohol Program - 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 ADPA 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.

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., community prevention and recovery program,

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) ADPA-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 ADPA 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 workpapers 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 workpapers 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:

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 ADPA monthly the following reports:

By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into ADPA'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.

Failure by Contractor to submit the required reports to ADPA 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, ADPA 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 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 ADPA 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 ADPA'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.

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 shall:

A. Develop an agency policy regarding the agency's commitment to the level of services to be provided to HIV/AIDS-infected participants and/or employees, which has been approved by ADPA.

B. Designate an AIDS resource person to receive education and training on HIV/AIDS for the purpose of educating and training of agency staff and participants on the prevention and transmission of HIV/AIDS. The HIV/AIDS education and training of staff shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis). All new staff must receive HIV/AIDS education within the first three (3) months of 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.

C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

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

E. Not deny services to any person 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.

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

G. 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, ADPA.

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 ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA'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.

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. 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.

51. 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.

52. 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 medical 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.

53. 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 ADPA.

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.

54. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service 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.

55. 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 set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

56. 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. The 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.

57. 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 Welfare and Institutions Code Section 15630(a). 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).

58. 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 staff 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.

59. 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.

60. 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.

61. 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 II), 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

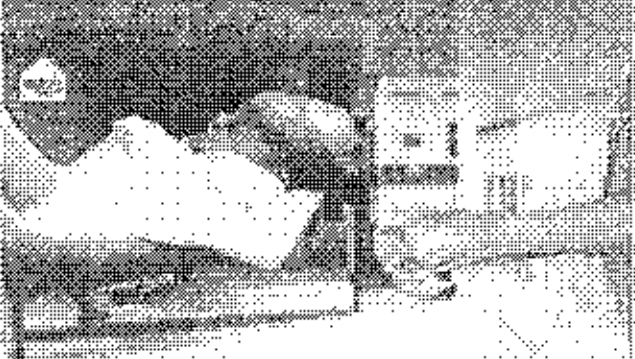
material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

62. 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 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.

BL00117.PO.ADPA.ADDPROV_5.06DSF
ADDPROV/07.2008.LM

*Billions more can safely surrender
to well at any hospital or fire station
in Los Angeles County.
No charge. No blame. No waiting.*



City of Los Angeles, California
Los Angeles County, California
Billions more can safely surrender
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No charge. No blame. No waiting.



LOS ANGELES COUNTY
CALIFORNIA

Carol Malen
County Clerk/Recorder

Victoria D. Lopez
County Assessor/Recorder

Zoe Worsfold
County Treasurer

Ellen Mitchell
County Clerk/Recorder

150 South Hill Street
Los Angeles, CA 90012

*Safely Surrendered
Baby Law*

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to well at any hospital or fire station
in Los Angeles County.*

No charge. No blame. No waiting.

150 South Hill Street
LOS ANGELES, CALIFORNIA
90012
www.lapublicworks.com

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law is a federal law that allows a parent to safely surrender their baby to a hospital or a designated safe haven without fear of prosecution.

The law was enacted in 2009 and is designed to protect the rights of parents who are unable to care for their babies.

The law allows a parent to safely surrender their baby to a hospital or a designated safe haven without fear of prosecution.

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The law allows a parent to safely surrender their baby to a hospital or a designated safe haven without fear of prosecution.

What happens if a parent surrenders their baby?

Does the parent of a surrendering adult have to tell anything to the people taking the baby?

The parent of a surrendering adult does not have to tell anything to the people taking the baby. The parent can surrender their baby to a hospital or a designated safe haven without fear of prosecution. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution.

What if a parent wants the baby back?

The parent of a surrendering adult can request the baby back within 30 days of the surrender. If the parent does not request the baby back within 30 days, the baby will be placed in the custody of the state. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution.

Can only a parent bring in the baby?

Yes, only a parent or a person acting on behalf of the parent can bring in the baby. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution.

Does the parent of a surrendering adult have to wait before bringing in the baby?

No, a parent of a surrendering adult can bring in the baby at any time. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution.

A baby's story

A baby named *Isabella* was born on June 15, 2009, in a hospital. Her mother was a young woman who was unable to care for her baby. She surrendered her baby to a hospital and the baby was placed in the custody of the state. The baby was named *Isabella* and she is now a happy and healthy baby. The parent of a surrendering adult can request the baby back within 30 days of the surrender. If the parent does not request the baby back within 30 days, the baby will be placed in the custody of the state. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution.

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What happens to the baby?

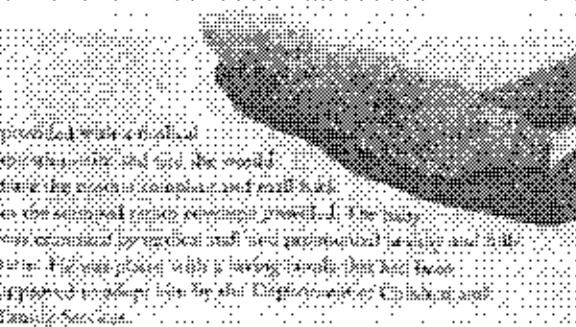
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What happens if the parent of a surrendering adult wants the baby back?

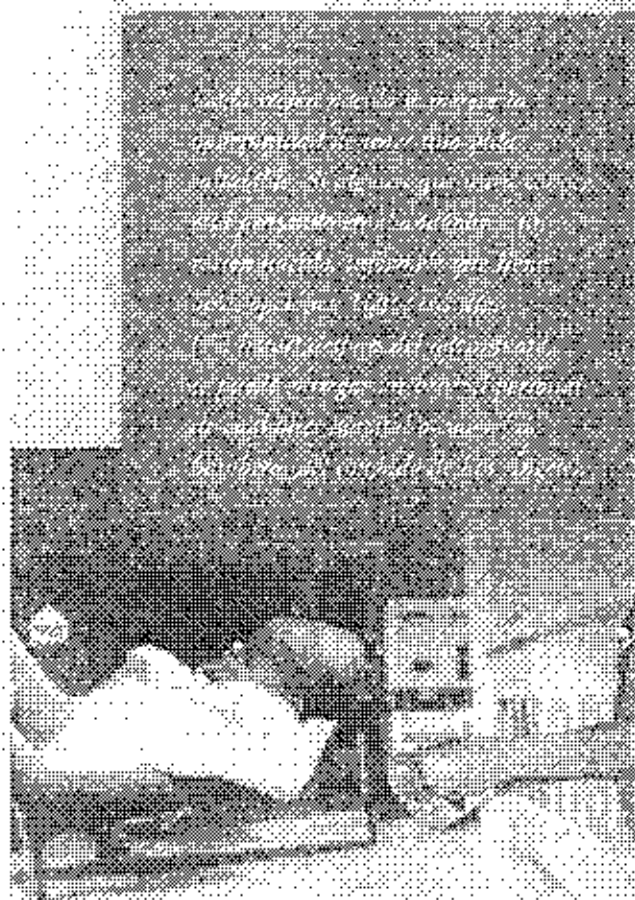
The parent of a surrendering adult can request the baby back within 30 days of the surrender. If the parent does not request the baby back within 30 days, the baby will be placed in the custody of the state. The parent can also surrender their baby to a hospital or a designated safe haven without fear of prosecution.

Why is Colorado doing this?

The purpose of the Safely Surrendered Baby Law is to protect the rights of parents who are unable to care for their babies. The law allows a parent to safely surrender their baby to a hospital or a designated safe haven without fear of prosecution. The law was enacted in 2009 and is designed to protect the rights of parents who are unable to care for their babies. The law allows a parent to safely surrender their baby to a hospital or a designated safe haven without fear of prosecution.



Every baby deserves a chance for a better life.



La Ley de Entrega de Bebés
 de San Peligro es una ley
 que garantiza el bienestar
 de los niños que son
 abandonados por sus
 padres. Esta ley establece
 un procedimiento claro
 para la entrega de los
 niños a un hogar de acogida
 o a un centro de adopción.

Nuestro compromiso con los niños:

La Ley de Entrega de Bebés de San Peligro es una ley que garantiza el bienestar de los niños que son abandonados por sus padres. Esta ley establece un procedimiento claro para la entrega de los niños a un hogar de acogida o a un centro de adopción.



MINISTERIO DE SANIDAD Y CONSUMOS
 DIRECCIÓN GENERAL DE SANIDAD

- Dirección General de Sanidad
- Dirección General de Salud Pública
- Dirección General de Consumo
- Dirección General de Inspección de Servicios
- Dirección General de Investigación Científica y Tecnológica
- Dirección General de Promoción de la Salud
- Dirección General de Registros y Notariado
- Dirección General de Estadística

Ley de Entrega de Bebés de San Peligro

MINISTERIO DE SANIDAD Y CONSUMOS
 DIRECCIÓN GENERAL DE SANIDAD

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MINISTERIO DE SANIDAD Y CONSUMOS
 DIRECCIÓN GENERAL DE SANIDAD

Ley de Extracción de Bebidas Alcohólicas

Decreto N.º 11.460 del 11 de Julio de 1938

Excmo. Sr. Ministro de Hacienda

Excmo. Sr. Ministro de Fomento

Excmo. Sr. Ministro de Justicia

Excmo. Sr. Ministro de Instrucción Pública

Excmo. Sr. Ministro de Trabajo

Excmo. Sr. Ministro de Guerra

Excmo. Sr. Ministro de Marina

Excmo. Sr. Ministro de Aeronáutica

Excmo. Sr. Ministro de Correos

Excmo. Sr. Ministro de Obras Públicas

Excmo. Sr. Ministro de Sanidad

Excmo. Sr. Ministro de Agricultura

Excmo. Sr. Ministro de Industrias

Excmo. Sr. Ministro de Economía

El Sr. Ministro de Hacienda y el Sr. Ministro de Fomento, en virtud de las facultades conferidas por el artículo 1.º de la Ley N.º 11.460 del 11 de Julio de 1938, han acordado lo siguiente: Art. 1.º - Se aprueba el texto de la Ley de Extracción de Bebidas Alcohólicas, que se publica en el presente decreto. Art. 2.º - La Ley de Extracción de Bebidas Alcohólicas, que se publica en el presente decreto, entrará en vigor a partir del día 1.º de Agosto de 1938.

¿Qué fines se persiguen con esta Ley?
El fin principal de esta Ley es el de regular la extracción de las bebidas alcohólicas, con el objeto de asegurar el cumplimiento de las obligaciones fiscales que corresponden a los contribuyentes de esta clase de impuestos.

¿Qué fines persiguen estas disposiciones?
El fin principal de estas disposiciones es el de regular la extracción de las bebidas alcohólicas, con el objeto de asegurar el cumplimiento de las obligaciones fiscales que corresponden a los contribuyentes de esta clase de impuestos.

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Historia de un noble

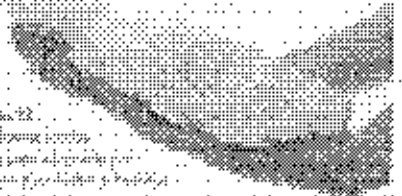
El noble que se refiere en esta historia, nació en el año 1800, en una de las ciudades más importantes de España. Su familia era muy distinguida y él mismo se educó en las mejores escuelas de su país. Después de haber estudiado en las universidades de España y de haber obtenido un título de doctor en leyes, se dedicó a la práctica de su profesión. Su vida fue muy laboriosa y él mismo se dedicó a la enseñanza de sus alumnos. Su nobleza no consistió en su linaje, sino en su conducta y en su carácter. Él mismo se dedicó a la beneficencia y a la ayuda de los necesitados. Su vida fue una vida de nobleza y de honor.

El Sr. Ministro de Hacienda y el Sr. Ministro de Fomento, en virtud de las facultades conferidas por el artículo 1.º de la Ley N.º 11.460 del 11 de Julio de 1938, han acordado lo siguiente: Art. 1.º - Se aprueba el texto de la Ley de Extracción de Bebidas Alcohólicas, que se publica en el presente decreto. Art. 2.º - La Ley de Extracción de Bebidas Alcohólicas, que se publica en el presente decreto, entrará en vigor a partir del día 1.º de Agosto de 1938.

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(CalWORKs/1YR)

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

EXHIBIT A

CalWORKs ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

1. DEFINITION: California Work Opportunities and Responsibilities to Kids (CalWORKs) alcohol and drug nonresidential services are designed to identify CalWORKs participants 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 outreach and orientation, 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 (including, but not limited to, homeless persons) 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.

2. PERSONS TO BE SERVED: Persons to be served are California Work Opportunities and Responsibilities to Kids ("CalWORKs") applicants and recipients 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 participant data for services provided therein, as required in Paragraph 12, AUTOMATED PARTICIPANT REPORTING AND BILLING SYSTEMS. 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 nonresidential 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 2525 Grand Avenue, Suite 210, Long Beach, California 90815. Contractor's facility telephone number is (562) 570-4100 and facsimile/FAX number is (562) 570-4194. Contractor's facility days and hours of operation are Monday through Thursday, 8:00 a.m. to 9:00 p.m.; Friday, 8:00 a.m. to 5:00 p.m.

Facility 2 is located at 1133 Rhea Avenue, Long Beach, California 90806. Contractor's facility telephone number is (562) 570-4440 and facsimile/FAX number is (562) 570-4404. Contractor's facility days and hours of operation are Monday, 8:00 a.m. to 8:00 p.m.; Tuesday through Thursday, 8:00 a.m. to 5:00 p.m.; Friday, 8:00 a.m. to 3:00 p.m.

Contractor shall obtain prior written approval from Director, or his designee, 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, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director, or his designee, at least ten (10) calendar days prior to the effective date(s) thereof.

4. MAXIMUM ALLOCATION: During the period of July 1, 2008 through June 30, 2009, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient counseling services is Twenty-Three Thousand, Nine Hundred Seven Dollars (\$23,907). Other financial information for this Exhibit is contained in any Schedule(s) or Budget(s), attached hereto and incorporated herein by reference.

The parties understand and agree that this maximum contract allocation is not guaranteed by the County, and that the 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) 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 participants under this Agreement, as set forth in the PAYMENT (Paragraph 12) 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) or Budget(s), referred to above and attached hereto.

Further, County agrees to compensate Contractor for services provided to 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, outreach, and case management services conducted at approved locations, as set forth in any Schedule(s) or Budget(s) referred to above 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 outreach, orientation, and case management activities are provided directly to CalWORKs and/or GAIN recipients by designated Contractor staff. A listing of such designated staff position titles shall be provided to the ADPA ten (10) calendar days prior to the effective date of this Agreement, and shall be listed in the Schedule(s) 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. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

ADPA's Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set

forth in the Schedule page of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that 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. ADPA's Director shall review revised budget and cost report, and determine whether a rate adjustment is necessary. In the event ADPA's Director, in his/her sole discretion, determines a rate adjustment is necessary, prior written notice of such reimbursement rate changes shall be provided to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Officer. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by ADPA's Director.

6. STATEMENT OF WORK AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County 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 Director's, or his designee's, review and approval before 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 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 Director, or his designee.

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 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, the 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 participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the automated Los Angeles County Participant Reporting System ("LACPRS") for both admission and discharge information reported on participants; the reporting of services received by selected 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 the 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 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) 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 supervisor, and updated every ninety (90) 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 the County as necessary for program evaluation purposes; a discharge /transfer summary; and any other discharge information determined by the 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 CalWORKs alcohol and drug nonresidential services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:

A. Outreach and Orientation Services

1. Provide orientation at Department of Public Social Services ("DPSS") District Offices, for clients that are applying for CalWORKs, and At GAIN Regional Center sites during scheduled GAIN Orientation and Job Club presentations.

2. Conduct outreach services in the field, at locations potentially 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.

3. Provide outreach and orientation to prospective participants, including conducting educational presentations on drug and alcohol treatment and recovery services to CalWORKs applicants at welfare offices.

4. Provide an orientation and overview of the treatment and recovery program to 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.

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.

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) 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) 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 APDA 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) days of admission and every ninety (90) 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 HIV/AIDS transmission and access to voluntary HIV 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 The Los Angeles County Department of Mental Health, CalWORKs Specialized Supportive Services Project. Contractor shall utilize the above named curriculum and/or obtain ADPA approval to

utilize existing agency curriculum for all CalWORKs participants

23. Host mutual self-help/twelve-step group discussions for participants.

24. Provide social and recreational activities for participants.

25. Provide for participant supported on-site child care, or arrange for child care referral to a licensed child care provider, for participants' children while 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.

26. Coordinate the provision of services with other agencies, and assist participant in accessing DPSS,

Department of Children and Family Services, and criminal justice agencies.

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

28. 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.

29. Provide, as needed, for the referral of homeless participants to appropriate residential detoxification and residential recovery programs, and to social services and mental health programs for other services.

30. Provide aftercare planning to ensure participants have support in recovery, including transition to community services and sober housing.

31. Conduct a follow-up on former participants in accordance with Contractor's written policies and procedures which shall be approved by 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 relative thereto

32. 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. Case Management Services

Case management services coordinate care for eligible CalWORKs recipients 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

while the participant is in treatment and attend appointments, as needed, with the participant.

1. Provide case management services, which may include outreach, contact, and enrollment of CalWORKs participants.

2. Develop initial case management plan with participant within thirty (30) 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 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 OUTREACH SERVICES):

A. The total number of full-time equivalent (FTE) positions budgeted for orientation and outreach services is .29.

B. For the purposes of performing outreach and orientation under this Agreement, the total number of direct service FTE positions budgeted to perform service hours during the Agreement is .29.

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 464 direct service hours for orientation and outreach services during the Agreement term (Item B x Item C).

E. The projected minimum number of clients served during the Agreement term is 5.

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 .29.

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 .29.

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 464 direct service hours for case management services during the Agreement term (Item B x Item C).

E. The projected minimum number of clients served during the Agreement term is 5.

11. SERVICE GOALS AND OBJECTIVES: In the interest of evaluating the services provided hereunder, Contractor's performance will be measured by ADPA 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 RECORDS AND AUDITS Paragraph of this Agreement.

A. The CalWORKs alcohol and drug nonresidential services program will provide 2 outreach activities during the month and 24 during the Agreement term, at locations approved by County, and as described in the Statement of Work.

B. The CalWORKs alcohol and drug nonresidential services program will provide the following orientation sessions at DPSS District Offices:

1. Number of orientation sessions at DPSS District Offices:

0 per month; 0 per Agreement term.

2. Number of CalWORKs applicants who will receive Supportive Services orientation:

0 per month; 0 per Agreement term.

C. The alcohol and drug nonresidential 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:

0 per month; 0 per Agreement term.

2. Number of GAIN participants who will receive Supportive Services orientation during scheduled GAIN Orientations and Job Club presentations:

0 per month; 0 per Agreement term.

D. The outpatient counseling services program will provide 250 individual units.

E. The outpatient counseling services program will provide 150 group units.

F. Contractor will provide a minimum of 458 orientation and outreach service hours during the Agreement term.

G. Contractor will provide a minimum of 458 case management service hours during the Agreement term.

H. 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.

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 Outreach 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 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, 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.

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(FFS/CalWORKs/1YR)

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

SCHEDULE A (Page 1 of 2)

CalWORKs ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

	Period of (07/01/08- 06/30/09)
1. Units of Service* (Service Hours for Orientation and Outreach)	458
2. Fee-For-Service Rate per Service Hour..... (For Orientation and Outreach Direct services)	\$ 52.19
3. Units of Service*..... (Case management services)	458
4. Fee-For-Service Rate per Service Hour.....	\$ 52.19
5. Units of Service*, Individual and Group Counseling:	
A. Individual Units	250
B. Group Units	150
6. Fee-For-Service Rate per Individual Unit	\$ 69.67
7. Fee-For-Service Rate per Client in a Group Unit ..	\$ 42.99
8. Maximum Allocation	\$ 23,907
9. Projected Revenues	\$ 0
10. Projected Total Gross Program Cost	\$ 23,907
(Item 8 plus Item 9)	
11. Maximum Monthly Amount/Allocation	\$ 1,992
(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.

(FFS/CalWORKs/1YR)

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

SCHEDULE A (Page 2 of 2)

CalWORKs ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

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

<u>Professional Counselor</u>	<u>Case Manager</u>
<u>Public Health Associate</u>	<u>Clerk</u>
<u>Supervisor</u>	<u></u>

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

<u>Professional Counselor</u>	<u>Case Manager</u>
<u>Public Health Associate</u>	<u>Clerk</u>
<u>Supervisor</u>	<u></u>

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.

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(CalWORKs)

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

STATEMENT OF WORK

CalWORKs ALCOHOL AND DRUG NONRESIDENTIAL 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.

Services and Overall Goal:

The idea goal for alcohol and drug non-residential services treatment is totally rehabilitated alcohol and drug free clients. Basically, our goal is to substantially ameliorate the affects of alcohol and drug abuse on a significant number of clients. Services to be provided shall consist of distributing brochures and information and conducting education sessions on the availability of CalWORKs to prospective clients. The sessions will be conducted on the 1st and 3rd Tuesday of every month of the following loctions:

<u>State Parole Office</u>	<u>Health Department - WIC</u>
<u>STARS Program</u>	<u>2525 Grand Avenue</u>
<u>2165 East Spring Street</u>	<u>Long Beach, California 90815</u>
<u>Long Beach, California</u>	<u>.</u>

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(CalWORKs)

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

PERFORMANCE REQUIREMENTS

CalWORKs ALCOHOL AND DRUG NONRESIDENTIAL SERVICES

Billing

Contractor shall submit the Department of Public Social Services (DPSS) Eligibility and CalWORKs Orientation and Outreach 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 participant whose treatment services are claimed, are in fact receiving CalWORKs benefits and either in a welfare-to-work program, or in the process of negotiating his/her welfare-to-work plan to include substance abuse services, 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. The County may recoup payments for claims that are rejected by DPSS.

Bilingual Services

Contractor shall provide sufficient bilingual staff to provide the same level of service to bilingual 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 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 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
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) 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 participants are progressing satisfactorily in the treatment program.

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07.2008. LM(CalWORKs/1YR)

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION**

YOUTH TREATMENT

STANDARDS & PRACTICES



January 2008

TABLE OF CONTENTS

CHAPTER 1	Introduction and Overview	3
CHAPTER 2	Acronyms and Abbreviations	4
CHAPTER 3	Definition of Terms.....	5
CHAPTER 4	Program Participants	6
CHAPTER 5	Program Components.....	7
	Screening	7
	Intake and Assessment.....	7
	Treatment Planning.....	9
	Family Intervention and Support Systems.....	10
	Drug Testing	10
	Case Management.....	11
	Documentation.....	12
	Discharge Planning and Aftercare	13
CHAPTER 6	Co-Occurring Disorders	14
CHAPTER 7	System Linkages	15
CHAPTER 8	Developmental, Gender, and Cultural Issues	16
CHAPTER 9	Safety Issues	17
CHAPTER 10	Legal Issues.....	18
CHAPTER 11	Staffing for AOD Programs	19
CHAPTER 12	Staffing for COD Programs.....	21
CHAPTER 13	Program Facilities	23
CHAPTER 14	Program Monitoring	24
CHAPTER 15	Data Collection and Program Reporting	25

CHAPTER
1

Introduction and Overview

The Los Angeles County Alcohol and Drug Program Administration's (ADPA) Youth System of Services is comprised of community-based programs that collectively provide a continuum of prevention, treatment, and recovery services tailored to the specific needs of youth. This continuum of services ensures that youth have access to services that meet their present level of need.

This document addresses the treatment component of the continuum, and is designed to ensure a common programmatic framework for treatment services countywide. The *Youth Treatment Standards and Practices* was developed in collaboration with ADPA contracted youth treatment providers and all elements are considered essential to the operation of youth treatment services in the County. Subsequent editions will be developed to reflect refinements in the system of services and advances in the field. For more information on the ADPA's Youth System of Services, contact (626) 299-4135.

KEY PROGRAM CHARACTERISTICS

The following are considered key characteristics in the program design and provision of youth services:

- Ongoing community assessment to ensure that service needs and emerging issues of the target population are identified and addressed.
- Program strategies consistent with evidenced-based approaches, including best practices and promising practices, such as those referenced by the National Institute on Drug Abuse (NIDA); the Substance Abuse and Mental Health Services Administration (SAMHSA); and academic literature.
- A continuum of care approach for ensuring continuity of services focused on the unique needs of each youth participant.
- Family centered services that also address the identified youth in the context of their community (extended systems - e.g., peers, school, and neighborhood, etc.).
- Program services and staffing that appropriately address the cultures and languages of the target population.
- Ongoing evaluation to monitor and improve the effectiveness and quality of services.

CHAPTER
2**Acronyms and Abbreviations**

ADPA	Los Angeles County, Alcohol and Drug Program Administration
AOD	Alcohol and other drug(s)
ASAM	American Society of Addiction Medicine
CA-ADP	California Department of Alcohol and Drug Programs
CFR 42	Code of Federal Regulations Title 42
COD	Co-Occurring Disorders
CSAT	Center for Substance Abuse Treatment
DSM-IV-TR	Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition
EPSDT	Early Periodic Screening, Diagnosis, and Treatment
HIPAA	Health Insurance Portability and Accountability Act
LACPRS	Los Angeles County Participant Reporting System
NIDA	National Institute on Drug Abuse
SAMHSA	Substance Abuse and Mental Health Services Administration
TIPS	Treatment Improvement Protocol Series

CHAPTER
3

Definition of Terms

Adolescence- the period of life between puberty and maturity, which is generally, accepted as ages 12 through 17, inclusive (CA-ADP).

Assessment- is a process that begins following the time of identification of a youth affected by AOD and continues throughout the treatment process by which the treatment team collaborates with the youth, family (when possible or clinically appropriate), and others to gather and interpret information necessary to determine their level of problem severity, match their clinical needs to the appropriate level of treatment, and evaluate progress in treatment (CSAT TIPS No. 3; CA-ADP).

Case Management- activities aimed at linking the youth to the service system and at coordinating the various services in order to achieve a successful outcome. The objective of case management in a substance abuse or mental health system is continuity of care and service. Services may include linking, monitoring, and case-specific advocacy (OASAS).

Continuum of Care - an integrated network of treatment services and modalities designed so that an individual's changing needs will be met as that individual moves through the treatment and recovery process (ASAM).

Detoxification- a service that provides for the supervised elimination of the physical dependence on a pharmacological agent. The purpose is to minimize the pain, discomfort, and possible danger that might result from abrupt termination of the substance to which an individual has developed physical dependence. Settings include: hospital in-patient, non-hospital residential or ambulatory (CA-ADP).

Early Intervention- services that explore and address any problems or risk factors that appear to be related to use of AODs and that help the individual to recognize the harmful consequences of inappropriate use. Such individuals may not appear to meet the diagnostic criteria for a substance use disorder, but require early intervention for education and further assessment (ASAM).

Practices- established methods or applications.*

Protocols- a set of written standardized procedures.

Screening- the use of a brief and simple questionnaire to identify youth that may need AOD treatment by uncovering indicators of AOD problems (CA-ADP).

Standards- an expectation or principle for youth treatment processes.*

Youth- the period of life between childhood and maturity (CA-ADP).

* Within these Standards and Practices, *shall* indicates a program requirement and *should* indicates recommendations/guidelines that are consistent with good practice in the youth treatment field.

CHAPTER
4

Program Participants

Standards:

1. Treatment services shall be made available to all youth populations, including the underrepresented and underserved populations of African Americans, American Indians/Native Americans, Asians/Pacific Islanders, and Latinos. Specific efforts shall be made to ensure that marginalized youth, such as gay, lesbian, bisexual, transgender and transsexual youth; pregnant and parenting adolescent females; and runaway/homeless youth shall have access to treatment services.
2. Treatment services shall be made available to all youth experiencing co-occurring substance-related and emotional or psychiatric disorders.
3. Treatment services shall be made available to all youth who have used AOD and are considered to be at high risk for AOD related problems.
4. The target population for youth treatment services shall be individuals ages 12 through 21 at the time of screening or assessment (ADPA Youth Services Contract Exhibit).
5. Treatment services shall be made available to youth residing in Los Angeles County.
6. Treatment services should be provided to youth who meet DSM-IV-TR categories for substance use disorders. The DSM-IV-TR diagnosis demarcates youth that require AOD treatment versus prevention services (*Drug Abuse Prevention: What Works*, NIDA 1997).

Practices:

- a. *In the event that an individual younger than 12 years of age requires treatment services, the treatment agency shall obtain approval from the County by submitting documentation indicating the youth's appropriateness for the treatment program based on clinician's judgment, admission date, and duration of the program. A copy of this document should be submitted to the agency's ADPA Program Monitor and a copy kept in the youth's chart. County approval is conditional on an agency's ability to provide treatment services appropriate for the age, clinical needs, and developmental level of the youth.*
- b. *The agency's treatment services for the youth in subject shall not be prohibited by any law or regulation (CA-ADP, Youth Treatment Guidelines, August 2002).*

CHAPTER
5

Program Components

SCREENING

Standards:

1. Eligible youth shall be initially screened to determine AOD use.
2. Staff designated to conduct the screening shall be trained by the agency on appropriate interviewing techniques for youth and how to effectively administer the selected instrument.

Practices:

- a. *Treatment agency staff shall determine if youth screened by other referring agencies, such as the Probation Department, local schools, or other organizations, shall need further screening.*
- b. *Treatment agency staff shall conduct a screening through in person or phone interviews.*
- c. *Treatment agency staff shall administer the screening in a location that ensures the youth's privacy, in compliance with confidentiality regulations (CFR 42).*

INTAKE AND ASSESSMENT

Standards:

1. Upon completion of the screening, and after determination of the appropriate treatment program, the treatment agency shall conduct an intake, including a comprehensive assessment for determining the appropriate treatment modality for the youth. Only qualified counselors or professional staff are to administer the assessment instrument (refer to Chapter 11 - Practice c).
2. Treatment agency staff shall utilize a standardized/research based assessment instrument such as the Adolescent Drug Abuse Diagnosis and the Comprehensive Adolescent Addiction Severity Index, or instruments developed by the treatment agency that include at minimum the following life domains:

alcohol and/or other drug use; neighborhood environment; school history; medical; employment; family; juvenile justice involvement; psychological; interpersonal/social skills; peer relationships; child and welfare involvement; and leisure time activities (CSAT, *TIPS Screening and Assessment of AOD Abusing Adolescents*). A urine drug screen should be conducted as a component of the assessment process (when clinically appropriate).

3. Treatment agency staff shall assess a youth for co-occurring substance use and emotional or psychiatric disorders (COD) using instruments that identify these issues to determine the appropriate treatment services for the youth. For agencies without COD assessment capabilities, the agency must be capable of screening for COD and referring to other agencies for full assessment.
4. Treatment agency staff shall screen for safety issues such as risk of suicide; current or history of physical and/or sexual abuse; perpetration of physical or sexual abuse on others; and shall take appropriate action immediately to stabilize the situation (Cal Penal Code §§, 11164-11174.3; California Child Abuse and Neglect Reporting Act [CANR]).
5. Only qualified counselors (refer to Chapter 11 – Practice c) shall utilize the assessment results for determining the appropriate level and type of substance abuse, mental health, or other treatment services for the youth.

Practices:

- a. *Treatment agency staff shall meet with the youth and the parent or legal guardian (when possible or clinically appropriate) to complete necessary intake forms such as releases of information, consent to treatment, and program rules and regulations; treatment agency staff shall provide the youth, and his/her parent or legal guardian (as applicable), with a description of the program's structure and expectations.*
- b. *Treatment agency staff shall administer the intake, including a comprehensive assessment in a location that ensures the youth privacy in strict compliance with regulations protecting confidentiality of its program youth (CFR 42).*
- c. *Assessment should be a continuing process to gain insight into a youth's distinctive strengths, abilities, and needs and not a single event upon the youth's admission to the program.*
- d. *Treatment agency staff shall receive training in cultural competency in order to assess a youth's cultural/linguistic needs, gender/sexuality issues, developmental level, including appropriate educational achievement, social interactions and emotional development, mental health status, legal status, and family dynamics associated with AOD use.*

- e. *If the need arises, treatment agency staff shall share a youth's assessment results with other programs and entities in compliance with confidentiality regulations.*

TREATMENT PLANNING

Standard:

1. Treatment agency staff shall develop an initial individualized treatment plan for each youth based on the results of the initial clinical assessment and other considerations as deemed relevant by staff, the youth, and when possible or clinically appropriate with his/her parents or legal guardian. Treatment agency staff, the youth, and his/her parents or legal guardian (as applicable) shall sign their approval of the treatment plan.

Practices:

- a. *Treatment agency staff shall discuss the assessment results with the youth, and when possible or clinically appropriate, with his/her parent or legal guardian to jointly determine the treatment plan best suited for the youth to address his AOD problems.*
- b. *The treatment plan shall contain the following: problems, treatment goals and objectives; target completion dates; activities and frequency (i.e. schedule of individual, group, family, recreational, educational session days and times), and urine drug testing (when clinically appropriate).*
- c. *Treatment agency staff shall complete the initial treatment plan within 30 days from the date of admission. The treatment plan is to be placed into the youth's file and shall be reviewed with the youth at least every 90 days to jointly monitor progress towards accomplishing treatment goals/outcomes, and to adjust the plan as needed.*
- d. *If a youth's clinical assessment indicates that mental health treatment is needed, the treatment agency staff shall note such in the youth's treatment plan and make arrangements for the services as indicated.*

FAMILY INTERVENTION AND SUPPORT SYSTEMS

Standards:

1. Treatment agency should whenever possible, involve the parents/caregivers in all phases of the youth's treatment. Throughout the course of treatment, the agency should continue to attempt to receive consent from the youth to involve the family in the treatment process. Research has found that in many cases, effective treatment for youth frequently involves the family.
2. Treatment agency staff shall assist the youth in developing a support system to reinforce behavioral gains made during treatment, and provide ongoing support to help prevent relapse.
3. Treatment agency staff shall not inform parents or guardians of treatment without the minor's consent (CFR 42; CA Family Code Section 6928).
4. Providers may not disclose information to parents without a minor's written authorization. However, an exception allows a program to share with parents if the program director determines the following three conditions are met: 1) that the youth's situation poses a substantial threat to the life or physical well-being of the youth or another; 2) that this threat may be reduced by communicating relevant facts to the youth's parents; and 3) that the minor lacks the capacity because of extreme youth or a mental or physical condition to make a rational decision on whether to disclose to his/her parents (CFR 42 section 2.14).

Practices:

- a. *The treatment agency should make every effort to engage and include the family in the youth's treatment, if clinically appropriate.*
- b. *The treatment agency shall provide individual family counseling and parental education sessions as clinically appropriate and specified in the treatment plan (CSAT TIPS No. 32).*

DRUG TESTING

Standards:

1. Treatment agency should randomly urine drug test youth as a component of the AOD treatment. Urine drug screens are instrumental in determining recent drug use, addressing use during treatment, and providing information about recent relapses. These drug tests should be used for treatment incentive purposes only (CSAT TIPS No. 4).

2. Treatment agency should implement appropriate urine drug screening protocols to protect against the falsification and/or contamination of the youth's urine sample.

Practice:

- a. *Treatment agency should retain documentation that each employee providing treatment services has the appropriate training to conduct urine drug testing, including the storage of specimens.*

CASE MANAGEMENT

Standard:

1. Treatment agency staff shall ensure that each youth has access to appropriate treatment-related ancillary services, such as health care, mental health care, dental care, optometric care, educational services, legal services, health education services (HIV/AIDS, STIs, family planning), and housing services.

Practices:

- a. *The treatment agency shall collaborate with community providers of medical, mental health, dental, optometry, educational, legal, health education (HIV/AIDS, STIs, family planning), and housing services for youth as a means to facilitate his/her access to necessary ancillary services.*
- b. *Treatment agency staff shall advocate and liaison with other service systems to assist the youth and family in negotiating the various service systems and should coordinate referrals to these services (CA-ADP, Youth Treatment Guidelines, August 2002).*
- c. *The treatment agency's AOD counselors shall confer with agency's mental health staff (e.g., therapist, psychiatrist, or other professional staff) as a means to coordinate integrated treatment services for the youth and his/her family.*
- d. *Critical decisions affecting the youth's treatment plan shall be made in consultation with the youth, parents or legal guardians (when possible or clinically appropriate), other agency staff in addition to primary counselor as appropriate, and external agencies that have been providing services to the youth as part of the treatment plan.*

DOCUMENTATION

Standards:

1. Treatment agency staff shall provide as required, written documentation assessing each youth's progress in the treatment program and compliance/non-compliance with program requirements. Treatment agency staff shall also document compliance with regulations protecting youth confidentiality when communicating with authorized representatives of all private and public agencies, including juvenile justice and children's services agencies.
2. Treatment agency staff shall provide written documentation of each youth's family participation or lack of participation and efforts to engage and include the family in the youth's treatment, if clinically appropriate.
3. Treatment agency should maintain a program manual containing the agency's policies and procedures, regulations regarding child abuse and neglect reporting requirements, duty-to-warn issues, handling of prescribed medications, and appropriate conduct when working with youth, etc. This manual shall be used as an orientation manual for new treatment agency staff.

Practices:

- a. *Treatment agency should provide new staff orientation and ongoing staff development trainings on agency policies and procedures, including appropriate documentation, duty-to-warn issues, and confidentiality.*
- b. *For non-residential programs, the treatment agency staff shall record a progress note for each client contact. Progress notes shall include, a description of youth's progress on treatment plan problems, goals/objectives, action steps, and/or referrals, attendance, date (month, day, and year) and duration of individual or group counseling sessions. These documents are to be kept in youth's chart.*
- c. *For residential programs, the treatment agency staff shall record progress notes in accordance with regulating agencies, including Title 22 Drug Medi-Cal and California Department of Social Services Community Care Licensing regulations as applicable. Progress notes shall include, a description of youth's progress on treatment plan problems, goals/objectives, action steps, and/or referrals, attendance, date (month, day, and year) and duration of individual or group counseling sessions. These documents are to be kept in youth's chart.*

DISCHARGE PLANNING AND AFTERCARE

Standard:

1. Treatment agency shall include in each youth's file a discharge summary stating the reason for discharging the youth (e.g., program completion, termination, or absence from treatment services for 30 days or more) and a discharge plan. The documentation shall include an assessment of the degree to which each youth accomplished the goals/outcomes of his/her treatment plan. Treatment agency shall notify those agencies involved in the youth's treatment with the youth's signed consent only.

Practice:

- a. *Prior to discharge, the treatment agency counselor, in coordination with the youth, and his/her parents or legal guardians (when possible or clinically appropriate), shall develop a discharge plan, including aftercare activities and other supportive services (e.g., relapse prevention, recovery support, family involvement, and linkages to other services, as needed).*

CHAPTER
6

Co-Occurring Disorders

Standards:

1. Treatment agency staff shall identify youth with existing COD based upon the results of the initial intake assessment. Upon identification, the youth shall be referred for a comprehensive assessment by a mental health professional.
2. Treatment agency should promote staff "cross-training," implying that that AOD treatment staff be trained to provide some form of mental health treatment. An important element in COD treatment is the integration of both mental health and substance abuse services, being provided through the cross-education of an inter-disciplinary treatment team.
3. Treatment agency staff shall provide best practice models for treatment of COD youth. Recommended models are **Parallel Treatment** (the youth participates in treatment from two separate providers simultaneously, mental health treatment is provided by mental health clinicians, and AOD treatment is provided by AOD counselors) or **Integrated Treatment** (the youth participates in treatment from one provider that combines elements of both mental health and AOD treatment into a unified and comprehensive treatment program). With both recommended models, multi-disciplinary team collaboration is essential to ensure a continuum of care (CSAT TIPS No. 9).
4. Treatment agency staff shall provide, or make provisions for, mental health interventions (e.g., crisis interventions, psychiatric hospitalizations) as needed throughout each youth's treatment.

Practices:

- a. *Treatment agency staff shall assess youth identified with a COD using an instrument that identifies both substance abuse and mental health problems for determining the appropriate course of treatment for the youth.*
- b. *Treatment agency staff shall develop individualized treatment plans for youth identified with a COD based on the results of the initial clinical assessment and other considerations as deemed relevant by staff, the youth, and as appropriate by his/her parent or legal guardian.*
- c. *Treatment agency should provide when possible a multi-disciplinary team (e.g., AOD counselor, mental health clinician/worker, case manager, and psychiatrist) approach with a biopsychosocial emphasis, and an understanding of the addictive processes combined with a knowledge of drugs of abuse (CSAT TIPS No 9).*

CHAPTER
7

System Linkages

Standards:

1. The treatment agency shall maintain formal and informal linkages with agencies in other service systems such as mental health agencies, local probation offices, local schools, mentoring programs, youth community programs, and health care services. The agency shall make referrals to other service systems as means for ensuring that each youth has access to a continuum of care. The agency shall make arrangements with such organizations to provide needed services for youth and their families when the agency is not able to directly provide the needed services or when another agency is more appropriate to provide a needed service requiring specialized expertise.
2. The treatment agency shall maintain a collaborative relationship with other ADPA contracted treatment agencies. In this way, it will assist youth in accessing services from other agencies when the initial agency is not able to directly provide the needed services, or when another agency is more appropriate for providing needed services requiring specialized expertise. In some cases, following an initial assessment or an assessment during the treatment process, it is determined that a youth's treatment needs have changed in severity that requires a referral to a more appropriate level of care (e.g., residential or outpatient program) utilizing a step up/step down coordination approach.
3. The treatment agency shall maintain a collaborative relationship with ADPA, including regularly attending the Youth Treatment System's Roundtable meetings and trainings.

Practices:

- a. *Treatment agency staff should refer a youth to another ADPA contracted AOD treatment agency when the findings from the initial clinical assessment indicate that the agency is not able to provide the level or type of AOD services needed, and/or when another contracted agency is more appropriate for providing a service that requires specialized expertise. When an ADPA contracted provider is unavailable, the treatment agency should make the most appropriate referral to ensure the youth has access to needed services.*
- b. *When referring youth to another agency, the treatment agency staff shall comply with all federal and State regulations for protecting confidentiality, including maintaining updated releases of information signed by the youth.*

CHAPTER
8

Developmental, Gender, and Cultural Issues

Standards:

1. The treatment agency shall ensure that program activities are sensitive and responsive to the youth's developmental age, education and comprehension level, gender, and cultural differences.
2. The treatment agency should conduct annual in-service trainings that address these issues with all employees that provide AOD treatment services. In the addition, treatment agency shall retain documentation that each employee has received the appropriate training.

Practices:

- a. *The treatment agency staff shall be trained on and receive clinical supervision to address the following considerations: each youth and his/her family's cultural norms, values, and beliefs; each youth's racial and multi-racial identity development; and each youth's issues related to personal gender and sexual identity development (CSAT TIPS 32).*
- b. *The treatment agency shall provide core AOD services that are tailored to the specific needs of the age group and development level. Among these needed services are assessment and diagnosis; appropriate type and level of treatment; counseling; a variety of other behavioral, cognitive, and family therapies; continuing care and relapse prevention; and independent living skills training (CSAT TIPS 4).*

CHAPTER
9

Safety Issues

Standards:

1. The treatment agency shall provide the level of structure, care, and supervision appropriate and necessary to ensure the safety of youth at all times while on the program site and while participating in off-site program activities, this includes maintaining established protocols and procedures for the protection of youth; providing adequate supervision of each youth's schedule and activities; monitoring each youth's food intake/special diets (when meals or snacks are served); and storing, distributing, and monitoring of each youth's medications in compliance with physician's instructions (CA-ADP, *Youth Treatment Guidelines*, August 2002).
2. The treatment agency shall accord each youth respect and dignity in his/her personal relationships with staff and other persons; and shall be free from using corporal or unusual punishment, exploitation, prejudice, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature (CA-ADP, *Youth Treatment Guidelines*, August 2002).
3. Program policies on discipline and consequences for inappropriate behavior by program youth shall be non-violent and non-aversive. Such policies shall be clearly stated in program rules and procedures shared with each youth.
4. Treatment agency staff shall adhere to agency policies and procedures in cases of assaultive behavior by youth.
5. Treatment agency staff shall not use any emergency intervention techniques or discipline specifically prohibited in the Community Care Licensing regulations, as specified in Title 22, Division 6, Chapter 5, Article 8 of the California Code of Regulations (CA-ADP, *Youth Treatment Guidelines*, August 2002).
6. The treatment agency shall develop a protocol for completing and submitting timely reports to pertinent individuals, agencies, and/or authorities, including ADPA program monitors on incidents that occur involving each youth while receiving substance abuse treatment services in the program including: hospitalization, suspected physical, sexual, or psychological abuse; and death (CA-ADP, *Youth Treatment Guidelines*, August 2002).
7. Treatment agencies that provide residential treatment or govern school sites shall establish and maintain a written protocol for the management of prescription medications needed by youth, including the program's policy regarding documentation, storage, supervision, distribution, and administration of prescribed medications (CA-ADP, *Youth Treatment Guidelines*, August 2002). The treatment agency shall ensure employee compliance with policies.

CHAPTER
10

Legal Issues

Standards:

1. When a youth faces a threat to life or physical well-being or is a threat to someone else, treatment agency staff shall immediately take action to ensure the youth's safety according to established agency protocols and inform the youth's parent or guardian as well as local authorities (CSAT TIPS 32; California Welfare and Institutions Code, Sections 5008, 5150, and 5170).
2. If a youth's family situation poses an immediate threat to his/her well being, treatment agency staff shall report that situation to child welfare officials according to established agency protocols and applicable laws (CSAT TIPS 32; California Welfare and Institutions Code, Sections 5008, 5150, and 5170).
3. The treatment agency shall obtain informed consent from each youth in order to collect and report youth and program evaluation activity data.

Practices:

- a. *The treatment agency shall maintain updated protocols in relation to regulations regarding child abuse and neglect reporting requirements, and duty-to-warn issues (CA-ADP, Youth Treatment Guidelines, August 2002).*
- b. *The treatment agency shall comply with all State and federal laws and regulations regarding informed consent for children, disclosure of confidential information such as patient-identifying information, and communication with parents, guardians, and courts (CA-ADP, Youth Treatment Guidelines, August 2002).*
- c. *The treatment agency shall maintain updated signed release of information forms for all youth participating in program evaluation activities (CSAT TIPS 32).*



Staffing for AOD Programs

Standard:

1. The staffing pattern of an ADPA contracted youth substance abuse treatment program shall at minimum include a Program Director, Fiscal Manager, and Counselor.

Practices:

- a. *Program Director shall be responsible for the overall operation of the program, including the monitoring of sub-contracted program services, and shall have a master's degree in a treatment-related field and/or a minimum of five years experience in counseling or other human services.*
- b. *Fiscal Manager shall be responsible for providing fiscal oversight for all contracts and sub-contracted agencies, shall have a bachelor's degree in an accounting-related field, and at least two years experience in fiscal management.*
- c. *Counselors providing direct AOD treatment services (as defined in chapter 8, Section 13005, California Code of Regulations [CCR]) to youth and families shall have a minimum of two years experience in youth services (which includes working with youth who are runaways, victims of abuse, and pregnant or with children) and shall be licensed, certified, or registered to obtain certification of licensure pursuant to Chapter 8 (commencing with Section 13000, CCR). Written documentation of licensure, certification, or registration shall be included in the personnel file of all staff employed by the Contractor who provides counseling services.*
- d. *The treatment agency shall have an on-site AOD counselor who has been licensed or certified pursuant to Chapter 8 (commencing with section 13000, CCR) responsible for supervising counselors and AOD interns. Licensed clinicians are qualified to supervise AOD counselors and/or registered counselors.*
- e. *Each treatment agency staff member, including staff of sub-contracted agencies, shall have a Live Scan for criminal background check and a clearance to work in the program prior to providing services (ADPA Youth Services Contract Exhibit).*
- f. *Treatment agency shall have the capacity to meet the linguistic, developmental, gender, sexual orientation, and cultural needs of the program's target population.*

- g. Treatment agency, and any sub-contracted agency, shall maintain documentation for all personnel with direct youth contact verifying training on HIV/AIDS transmission/prevention, mandatory child abuse reporting procedures, and youth confidentiality (ADPA Youth Services Contract Exhibit).*
- h. Treatment agency shall retain documentation that all personnel supervising direct service staff and providing direct treatment services shall have current valid certification/licensure, training, and experience, for treating adolescents with AOD problems (ADPA, Request for Proposals or Adolescent Intervention, Treatment, and Recovery Program Services, December 1999).*

CHAPTER
12

Staffing for COD Programs

Standard:

1. The staffing pattern of an ADPA contracted youth substance abuse treatment program that provides COD services shall at minimum include a Program Director, Fiscal Manager, Counselor, mental health professional, licensed clinical supervisor (in cases where agency is a Department of Mental Health Early Periodic Screening, Diagnosis, and Treatment [EPSDT] contractor), and interns.

Practices:

- a. *Program Director shall be responsible for the overall operation of the program, including the monitoring of sub-contracted program services, and shall have a master's degree in a treatment-related field and/or a minimum of five years experience in counseling or other human services.*
- b. *Fiscal Manager shall be responsible for providing fiscal oversight for all contracts and sub-contracted agencies, shall have a bachelor's degree in an accounting-related field, and at least two years experience in fiscal management.*
- c. *Counselors providing direct AOD treatment services (as defined in chapter 8, Section 13005, California Code of Regulations [CCR]) to youth and families shall have a minimum of two years experience in youth services (which includes working with youth who are runaways, youth victims of abuse, and pregnant or with children) and shall be licensed, certified, or registered to obtain certification of licensure pursuant to Chapter 8 (commencing with Section 13000, CCR). Written documentation of licensure, certification, or registration shall be included in the personnel file of all staff employed by Contractor who provide counseling services.*
- d. *The treatment agency shall have an on-site AOD counselor who has been licensed or certified pursuant to Chapter 8 (commencing with section 13000, CCR) responsible for supervising counselors and AOD interns. Licensed clinicians are qualified to supervise AOD counselors and/or registered counselors.*
- e. *Mental health professionals providing direct services to youth and families shall have a minimum of two years experience in youth services as well as be licensed with appropriate licenses and/or certifications in one of the following: physician, psychologist, clinical social worker, marriage and family therapist, and registered nurse.*

- f. *The treatment agency staff may include license eligible or waived Marriage and Family Therapists, Social Workers, and Psychologists or other licensed professionals.*
- g. *The treatment agency shall have a licensed clinician responsible for supervising unlicensed clinicians and mental health interns.*
- h. *Each treatment agency staff member, including staff of sub-contracted agencies, shall have a Live Scan for criminal background check and a clearance to work in the program prior to providing services (ADPA Youth Services Contract Exhibit).*
- i. *Treatment agency shall have the capacity to meet the linguistic, developmental, gender, sexual orientation, and cultural needs of the program's target population.*
- j. *Treatment agency, and any sub-contracted agency, shall maintain documentation for all personnel with direct youth contact verifying training certification on HIV/AIDS transmission/prevention, mandatory child abuse reporting procedures, and youth confidentiality (ADPA Youth Services Contract Exhibit).*
- k. *Treatment agency shall retain documentation that all personnel supervising direct service staff and providing direct treatment services shall have current valid certification/licensure, training, and experience for treating adolescents with AOD problems (ADPA, Request for Proposals for Adolescent Intervention, Treatment, and Recovery Program Services, December 1999).*

CHAPTER
13

Program Facilities

Standards:

1. Each *residential* treatment facility shall maintain documentation that it is licensed in accordance with applicable California statutes and regulations and continuously remains in compliance with such requirements throughout the ADPA contract period (CA-ADP, *Youth Treatment Guidelines*, August 2002). In addition, each residential treatment facility shall comply with all California Department of Social Services Community Care Licensing regulations and requirements.
2. Each *outpatient* treatment facility shall maintain documentation that it is certified in accordance with applicable California statutes and regulations and continuously remains in compliance with such requirements throughout the ADPA contract period (CA-ADP, *Youth Treatment Guidelines*, August 2002).
3. Each treatment facility shall be clean, sanitary, and in good repair at all times to ensure the safety and well being of youth, staff, and visitors (CA-ADP, *Youth Treatment Guidelines*, August 2002).
4. Each treatment agency facility shall comply with the *Americans with Disabilities Act* regulations.
5. Each treatment facility shall maintain an environment conducive to the provision of services for youth and their families in a manner that is respectful of cultural norms and ensures the dignity of each youth.

CHAPTER
14

Program Monitoring

Standards:

1. ADPA contracted treatment agencies shall be subject to detailed on-site visits conducted by County Contract Program Auditors to evaluate each special area of contracted services, including staff qualifications, licensure, insurance coverage, and adequacy of diagnosis, treatment, and charting.
2. ADPA monitors will identify possible areas of non-compliance with contractual terms and provide consultative services to facility administrators regarding deficiencies.
3. ADPA monitors will write reports of audits and negotiate a plan for correcting deficiencies in coordination with the agency management.
4. ADPA monitors will manage assigned contracts including monitoring expenditures to ensure budgetary compliance, prepare budget modifications, ensure both accuracy and compliance with reporting data requirements, approve invoices, and ensure that the agency maintains inventory of purchased equipment.
5. Agencies may be required to provide additional data for monitoring purposes, as requested by ADPA.
6. ADPA contracted treatment agencies shall comply with all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives.

Practices:

- a. *Treatment agency shall be responsible for documenting the delivery of all specific services identified in the ADPA contract.*
- b. *Treatment agency shall be responsible for retaining such documentation in Los Angeles County and shall make the same available to the County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by ADPA during normal County business hours for purposes of inspection and audit.*
- c. *Treatment agency shall be responsible for maintaining adequate service records (e.g., recovery, treatment) on each youth which shall include, but not limited to: a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of youth interviews, progress notes, and a record of services provided by the various professional and paraprofessional staff in sufficient detail to permit an evaluation of services.*

CHAPTER
15

Data Collection and Program Reporting

Standard:

1. The treatment agency shall establish and implement a plan for collecting and reporting program data, including but not limited to the following:
 - a. Procedures for collecting and reporting youth and program service data.
 - b. Procedures for compiling and reporting program youth characteristics.
 - c. Procedures for ensuring compliance with contractual requirements.
 - d. Procedures for ensuring compliance with fiscal requirements.
 - e. Procedures for assessing and monitoring program outcomes.

(ADPA, *Request for Proposals for Adolescent Intervention, Treatment, and Recovery Program Services*, December 1999).

Practices:

- a. *The treatment agency shall have the necessary computer hardware and software to compile and report program and youth data through ADPA's automated Community Information System and to report data for other program evaluation studies as instructed by ADPA.*
- b. *The treatment agency shall submit required program youth data to ADPA on a monthly basis by no later than the last business day of the month following the reporting month.*
- c. *The treatment agency shall submit fiscal billings and other reports as required by ADPA within specified time frames.*
- d. *Los Angeles County Participant Reporting System (LACPRS) Registration and Discharge Forms must be completed and transmitted through the automated system for each youth admitted into and discharged from treatment. A designated agency staff trained by ADPA shall submit required program youth data on a monthly basis by no later than the 10th business day of the month following the reporting month.*
- e. *Agencies providing services for youth referred by the Juvenile Justice Crime Prevention Act (JJCPA) shall complete and submit the required monthly reporting documents to ADPA by the 10th working day of the month following the reporting month.*
- f. *The treatment agency shall submit other reports and participant data for collaborative efforts and projects as determined by ADPA.*