

October 3, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AMENDMENT AND A NEW AGREEMENT AND DELEGATED
AUTHORITY FOR FUTURE AGREEMENTS FOR DRUG MEDI-CAL SERVICES**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to (1) offer and sign Amendment No. 1, substantially similar to Exhibit I, to Drug Medi-Cal (DMC) alcohol and drug services Agreement No. H-207688, with Found Inc., increasing the current County's total maximum obligation by \$725,355, from \$725,355 to \$1,450,710, retroactive to July 1, 2002 through June 30, 2005; and (2) offer and sign DMC alcohol and drug services agreements, substantially similar to Exhibit II, with Total Family Support Clinic, for a total County maximum obligation of \$981,162, retroactive to July 1, 2002 through June 30, 2005, both 100% offset by Federal Block Grant funds and State General funds as provided under the State Department of Alcohol and Drug Program's Negotiated Net Amount and DMC Agreement with the County.
2. Delegate authority to the Director of Health Services, or his designee, to offer and sign any forthcoming DMC alcohol and drug services amendments and agreements, with substantially similar terms to Exhibits I and II, following County Counsel review and approval, effective upon provider certification date or July 1 of the current Fiscal Year (FY), whichever start date is requested by the provider, allowing for State approved retroactive payments, through June 30, 2005, with DMC certified providers, to provide additional DMC services, and to notify the Board offices and Chief Administrative Office (CAO) of the signing of each amendment and agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is:

- authorizing the Director of Health Services, or his designee, to: 1) approve Amendment No. 1 to DMC alcohol and drug services Agreement No. H-207688, with Found, Inc. (Found), to provide an additional DMC service under one outpatient drug free (ODF) services exhibit (State certified May 8, 2002); and 2) enter into a DMC alcohol and drug services agreement with Total Family Support Clinic (TFSC), to provide ODF and day care habilitative (DCH) services (State certified June 13, 2002).
- authorizing the Director of Health Services, or his designee, to sign any forthcoming DMC alcohol and drug services amendments and agreements, with substantially similar terms to Exhibits I and II, following County Counsel review and approval, with DMC certified providers to provide additional DMC services, and to notify the Board offices and CAO of the signing of each amendment and agreement.

Board approval of the recommended action will allow the Department of Health Services (Department or DHS) Alcohol and Drug Program Administration (ADPA) to comply with the State Department of Alcohol and Drug Program's (SDADP) requirement that the County enter into agreements with all State-certified DMC service providers, who request service contracts with the County. Since this is a SDADP requirement, fully revenue offset, the Department is requesting delegated authority for the Director, or his designee, to sign any forthcoming substantially similar amendments and agreements, using formats approved by the Board on June 11, 2002.

The County has guidelines for the timely submission of contracts for Board approval. For DMC providers, the SDADP has agreed to fund DMC agreements upon the provider's certification date or July 1 of the current fiscal year, whichever start date is requested by the provider, allowing for State approved retroactive payments. Therefore, Board approval for these agreements is always retroactive.

FISCAL IMPACT/FINANCING:

There are no net County costs involved in these agreements.

Amendment No. 1 to DMC alcohol and drug services Agreement No. H-207688 with Found, will increase the County's total maximum obligation by \$725,355, from \$725,355 to \$1,450,710, for FYs 2002-03 through 2004-05, consisting of \$483,570 (\$248,362 in Federal Block Grant [FBG] DMC funds and \$235,208 in State General [SG] DMC funds) for each year.

For the DMC agreement with TFSC, the County's total maximum obligation is \$981,162, for FYs 2002-03 through 2004-05, consisting of \$327,054 (\$167,975 in FBG DMC funds and \$159,079 in SG DMC funds) for each year.

Both are retroactive to July 1, 2002 through June 30, 2005, and 100% offset by FBG (DMC designated) funds and SG funds as provided under the SDADP's Negotiated Net Amount (NNA) and DMC Agreement.

Funds are included in the FY 2002-03 Board adopted budget and will be requested in subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 19, 1994, as a result of Sobky v. Smoley, the Federal court ordered the SDADP to: 1) ensure availability of methadone maintenance treatment services throughout the State, either through direct contracts or through subcontracts with various counties, where licensed methadone maintenance treatment programs are available; 2) expedite requests for licensed methadone maintenance treatment providers for Medi-Cal provider certification; 3) ensure that all Medi-Cal eligible persons receive methadone maintenance treatment services with “reasonable promptness”; and 4) ensure that no Medi-Cal eligible person be put on a waiting list to receive services due to budgetary constraints. While the court’s judgment specifically focused on methadone maintenance treatment services, the SDADP applied the judgment to all drug abuse treatment programs supported by Medi-Cal funding.

As a result, the SDADP’s agreement with the County to provide funding support requires the County to enter into agreements with all State-certified DMC service providers who request service contracts with the County. Under the agreement, the SDADP agrees to cover the costs of all DMC services provided to Medi-Cal beneficiaries. The SDADP has further agreed to fund agreements beginning from the date of a DMC provider’s certification, or July 1 of the current fiscal year, based on whichever start date is requested by the provider, allowing for State approved retroactive payments to DMC provider.

On June 11, 2002, the Board approved an agreement with Found to provide DMC ODF services for FYs 2002-03 through 2004-05. The provider is now adding an additional DMC service under one outpatient drug free services exhibit, effective July 1, 2002 through June 30, 2005.

The recommended agreement with TFSC will expand ODF and DCH DMC services to residents of Los Angeles County, effective July 1, 2002 through June 30, 2005.

Amendment No. 1 to DMC alcohol and drug services Agreement No. H-207688 with Found and the new DMC alcohol and drug services Agreement with TFSC, will not impact the DHS System Redesign, as both are 100% funded with FBG (DMC designated) funds and SG funds as provided under the SDADP’s NNA and DMC agreements with County.

Attachment A provides additional information.

County Counsel has approved Exhibits I and II as to use and form.

CONTRACTING PROCESS:

It is not appropriate to advertise DMC amendments or agreements on the Los Angeles County Online Web Site because this contracting opportunity is restricted to State-certified DMC providers.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended amendment and agreement will expand the availability of DMC services to residents of Los Angeles County.

The Honorable Board of Supervisors
October 3, 2002
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When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Director

TLG:lvb

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETC2171.LVB

SUMMARY OF AMENDMENT AND AGREEMENT1. TYPE OF SERVICES:

Drug Medi-Cal (DMC) outpatient drug free and day care habilitative services.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

<p>a. Found, Inc. 1730 South Vermont Avenue Los Angeles, California 90006 Attention: Robert L. Bonin, President Telephone: (323) 730-9497 Facsimile: (323) 730-9499</p>	<p>b. Total Family Support Clinic (TFSC) 13741 Foothill Boulevard, Suites 230 & 240 Sylmar, California 91342 Attention: Mark Hernandez, President/CEO Telephone: (818) 833-9789 Facsimile: (818) 833-9790</p>
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3. TERMS:

Found, Inc.:	Effective July 1, 2002 through June 30, 2005.
Total Family Support Clinic:	Effective July 1, 2002 through June 30, 2005.

4. FINANCIAL INFORMATION:

There are no net County costs involved in these agreements.

Amendment No. 1 to DMC alcohol and drug services Agreement No. H-207688 with Found, Inc., will increase the County's total maximum obligation by \$725,355, from \$725,355 to \$1,450,710, for Fiscal Years (FYs) 2002-03 through 2004-05, consisting of \$483,570 (\$248,362 in Federal Block Grant [FBG] DMC funds and \$235,208 in State General [SG] DMC funds) for each year.

For the DMC agreement with TFSC, the County's total maximum obligation is \$981,162, for FYs 2002-03 through 2004-05, consisting of \$327,054 (\$167,975 in FBG DMC funds and \$159,079 in SG DMC funds) for each year.

Both are retroactive to July 1, 2002 through June 30, 2005, and 100% offset by FBG (DMC designated) funds and SG funds as provided under the State Department of Alcohol and Drug Program's Negotiated Net Amount and DMC Agreement.

5. GEOGRAPHIC AREAS SERVED:

All Supervisorial Districts

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
Alcohol and Drug Program Administration:	Patrick L. Ogawa, Director
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (as to form):	Robert E. Ragland, Deputy County Counsel

Contract No. H-207688
(D/MC; 3 YEARS)

ALCOHOL AND DRUG SERVICES AGREEMENT
(DRUG MEDI-CAL)

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2002,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and FOUND, INC. (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"ALCOHOL AND DRUG SERVICES AGREEMENT", dated June 11, 2002 and
further identified as County Agreement No. H-207688 (hereafter
"Agreement"); and

WHEREAS, the parties wish to include a new Exhibit for the
provision of alcohol and drug services to Drug Medi-Cal clients;
and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to make budget modifications, increase funding and make
other hereinafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective July 1, 2002.

2. Paragraph 2, DESCRIPTION OF SERVICES, of Agreement shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES:

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

- (1) Exhibit A - Outpatient Drug Free Services (Federal Drug/Medi-Cal)
- (2) Exhibit B - Outpatient Drug Free Services (Federal Drug/Medi-Cal)
- (3) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH SERVICES - ALCOHOL AND DRUG PROGRAM ADMINISTRATION - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2002
- (4) DRUG/MEDI-CAL CERTIFICATION STANDARDS FOR SUBSTANCE ABUSE CLINICS - October 1, 1994
- (5) STATE OF CALIFORNIA STANDARDS FOR DRUG TREATMENT PROGRAMS - Revised September 1982
- (6) PERINATAL SERVICES NETWORK GUIDELINES - Fall 1995
- (7) APPEAL PROCESSES

Contractor hereby acknowledges receiving the above referenced documents numbers (1) through (3) attached hereto, and numbers (4) through (7) not attached hereto. In addition, Contractor further acknowledges

receipt of any applicable Schedule(s) and Budget(s) (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 that Contractor provides to all other participants it serves."

3. Paragraph 4, ESTIMATED MAXIMUM OBLIGATION OF COUNTY, Subparagraphs A, B, and C, of Agreement shall be amended to read as follows:

"4. ESTIMATED MAXIMUM OBLIGATION OF COUNTY:

A. During the period July 1, 2002 through June 30, 2003, the estimated maximum obligation of County for all services provided under this Agreement is Four Hundred Eighty-Three Thousand, Five Hundred Seventy Dollars (\$483,570). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.

B. During the period July 1, 2003 through June 30, 2004, the estimated maximum obligation of County for all services provided under this Agreement is Four Hundred Eighty-Three Thousand, Five Hundred Seventy Dollars (\$483,570). This sum represents the total

estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.

C. During the period July 1, 2004 through June 30, 2005, the estimated maximum obligation of County for all services provided under this Agreement is Four Hundred Eighty-Three Thousand, Five Hundred Seventy Dollars (\$483,570). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto."

4. That Exhibit B, attached hereto and incorporated herein by reference, shall be added to Agreement, effective July 1, 2002.

5. That Schedule B, attached hereto and incorporated herein by reference, shall be added to Agreement, effective July 1, 2002.

6. Paragraph 19, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to the Agreement as follows:

"19. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement 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.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services 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 Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and/or as is defined and used in the Los Angeles County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any

twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a

continuing obligation to review the applicability of its "exception status" from the Jury Services 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. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to 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 Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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

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

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

FOUND, INC. _____
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

08/20/2002
ADCD2172.LVB
ADCD1946.LVB 04/29/2002

(Cost/R/PR)

FOUND, INC.

EXHIBIT B

OUTPATIENT DRUG FREE SERVICES
(FEDERAL DRUG/MEDI-CAL)

1. DEFINITION: Outpatient drug free services are drug services which include crisis intervention, counseling, and client referral services. Referrals may be made to medical detoxification services, recovery home services, methadone services, psychiatric services, or other appropriate treatment service providers. Based upon the continuing treatment needs of the client (including, but not limited to, homeless clients), duration of any individual's treatment hereunder shall not exceed twelve (12) months without the prior written approval of Director. Clients shall receive counseling at least twice within each thirty (30) day period. Clients not returning for services within thirty (30) calendar days shall be discharged.

For purposes of this Exhibit, "homeless" clients are defined as those individuals with a 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, and other similar locations.

2. PERSONS TO BE SERVED: Outpatient drug free services shall be furnished to Medi-Cal eligible beneficiaries meeting certain admission criteria as defined in Title 22 California Code of Regulations ("CCR") Section 51303. Contractor shall provide covered services to Medi-Cal beneficiaries without regard to the beneficiaries' county of residence. Unless a specific special population(s) is identified immediately below, services will be made available to male and female clients of all ages, and to all ethnic and special population groups.

Specific special population(s) to be served is(are) Medi-Cal beneficiaries who have drug and alcohol problems. The Contractor will serve: X males/X females. The age group(s) to be served is(are) 18 years and older.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where outpatient drug free services are to be provided, and the days and hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at 11321 Camarillo Street, North Hollywood, California 91601. Contractor's facility telephone number is (818) 763-8168 and facsimile/FAX number is (818) 763-8172. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 9:00 p.m.; Saturday, 8:00 a.m. to 1:00 p.m.

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

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

4. MAXIMUM ALLOCATION:

A. During the period of July 1, 2002 through June 30, 2003, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free services is Two Hundred Forty-One Thousand, Seven Hundred Eighty-Five Dollars (\$241,785). This sum represents the Combined Maximum State General Fund and Federal Drug/Medical Allocations minus allowable County administrative costs.

B. If this Agreement is extended for an additional twelve (12) months, from July 1, 2003 through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free

services is Two Hundred Forty-One Thousand, Seven Hundred Eighty-Five Dollars (\$241,785). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

C. If this Agreement is extended for an additional twelve (12) months, from July 1, 2004 through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free services is Two Hundred Forty-One Thousand, Seven Hundred Eighty-Five Dollars (\$241,785). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

D. Federal Drug/Medi-Cal funds shall be used to reimburse Contractor for services rendered to clients who are covered by a federally connected social services aid program. These funds shall be reimbursable hereunder only to the extent Contractor serves individuals eligible to receive Federal Drug/Medi-Cal benefits during the term of this Agreement.

E. Contractor understands and acknowledges that County has determined to the best of its ability, based on figures and information provided by Contractor, the service numbers (i.e., number of clients to be served and the number of visits allowed per client) and maximum allocation dollar amount(s) used in this Agreement. Contractor further

understands and acknowledges that he/she may be required to continue to provide such services to County clients which exceed the service numbers and maximum allocation dollar amount(s) as listed in this Agreement, if such service numbers and maximum allocation dollar amount(s) were underestimated by County. If Contractor provides services beyond the service number and maximum allocation dollar amounts as listed in this Agreement, Contractor shall inform the ADPA in writing immediately. County is only responsible for reimbursing Contractor up to, but not exceeding, the maximum allocation(s) as listed herein; however, County shall make every effort to obtain additional funds from SDADP and other governmental funding sources, if available, to increase Contractor's maximum allocation, by an amendment to this Agreement, in order to reimburse Contractor for any additional services provided. Contractor shall allow the ADPA a period of not less than thirty (30) calendar days, after being notified in accordance with the above procedures, to procure funds from the SDADP and other governmental funding sources, if available, for Contractor. Any increase in Contractor's maximum allocation shall be limited to the availability of State General Funds furnished County for that purpose. If these funds are not available from SDADP through County, Contractor shall seek reimbursement directly from the SDADP for such funds and not

from County. In requesting reimbursement funds directly from the SDADP, Contractor shall follow the procedures as described under Title 22 CRC Section 51015. County shall not be liable for any reimbursement funds due Contractor, for services provided, which exceed the service numbers and the maximum allocation dollar amounts listed in this Agreement and the Exhibit(s) hereto, if additional funds to pay for such service numbers are not available and/or forthcoming to County from the SDADP.

Any increases to the maximum allocation under this provision is further subject to the PAYMENT and FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS paragraph provisions of this Agreement.

F. Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (provisional service rate per individual session and provisional service rate per client attending a group session) as set forth in the Schedule(s) referred to above, and attached hereto. For purposes of this Agreement, the definition of an "individual session" is a fifty (50) minute face-to-face visit. Reimbursement for an individual session is limited to intake, crisis intervention, collateral services, and treatment and

discharge planning. A "group session" is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (10) individuals.

Contractor's provisional rate shall be based on whichever reimbursement rate, i.e., customary charge, allowable costs, or maximum allowance/rate cap, is determined by the ADPA to be the lowest possible charge to County for Contractor's services, in accordance with Title 22 CCR Section 51516. Contractor's lowest possible charge shall be further adjusted to include deductions for allowable (as defined by the SDADP) County administrative costs, the difference of which shall be defined as Contractor's provisional rate, and as set forth in the Schedule(s) attached hereto.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

6. PROGRAM EVALUATION: 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.

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) 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 documenting and assessing 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 clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the Los Angeles County Participant Reporting System for both intake and discharge information reported on clients; the reporting of services received by selected clients; 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 client confidentiality assurances and will be conducted under applicable Federal and state law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

7. CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history; client identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; an individual narrative summary of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and 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. MEDICATIONS: Contractor agrees that all controlled substances and other prescription medications used hereunder shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician or licensed vocational nurse, in accordance with Federal and State law and related regulations.

9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide outpatient drug free 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. Conduct intake and client assessment/diagnosis, including documentation of admission requirements, and medical and psychosocial histories.

B. Casework services inclusive of individual counseling, group counseling and crisis intervention, with the involvement of the family where clinically appropriate in the implementation of the treatment plan. Clients shall receive a minimum of two (2) counseling sessions per thirty (30) day period or be subject to discharge.

C. Involvement of "significant others" in the treatment process when appropriate.

D. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse programs.

E. Direct or referral services to clients, and documentation of such services or referrals and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education or other services deemed appropriate for contributing to clients' rehabilitation. Services provided through referral shall not be a charge to, nor reimbursable, hereunder.

F. Follow-up on former clients in accordance with Contractor's written policies and procedures.

G. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.

H. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each client'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.

I. Education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to HIV/AIDS testing.

J. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with Title 45 Code of Federal Regulation ("CFR") Section 96.127(a) (1).

K. Provision of or referral to interim services for pregnant women who request services and cannot be admitted to a program no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR Section 96.131(d) (2).

L. Development of procedures necessary to refer clients, when Contractor has no unused capacity, to outpatient drug free services programs that do. Contractor shall document their efforts to refer clients to other agencies if Contractor is unable to provide immediate services, and to notify the County ADPA Drug/Medi-Cal unit, by telephone, of agency's inability to refer a Drug/Medi-Cal beneficiary before placing any client on a waiting list.

10. PROGRAM TREATMENT CAPACITY:

A. The total number of full time equivalent (FTE) positions budgeted to the program hereunder is 5.

B. The total number of FTE positions dedicated to perform direct service hours during the Agreement term is 5.

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

D. Contractor shall provide a minimum of 8,005 service hours during the Agreement term (Item B x Item C).

11. STATE APPEAL PROCESSES: Contractor is allowed by the State to appeal SDADP dispositions and other specific judgements, that apply to Contractor's provision of services under this Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under Title 22 CCR Section 51015, and shall be limited only to those appeals specified in the State APPEAL PROCESSES document, as received by Contractor under Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, of this Agreement.

12. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the automated Los Angeles County Participant Reporting System (LACPRS), effective July 1, 2000. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's automated LACPRS database. Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by

Contractor is compatible with any existing computer system used
by County.

08/20/2002
ADCD2173.LVB
ADCD1981.LVB 04/10/2002

(Cost/R/PR)

FOUND, INC.

SCHEDULE B

OUTPATIENT DRUG FREE SERVICES
(FEDERAL DRUG/MEDI-CAL)

	<u>Period of</u> (07/01/02- 06/30/03)	<u>Period of</u> (07/01/03- 06/30/04)	<u>Period of</u> (07/01/04- 06/30/05)
1. Drug/Medi-Cal Provider Number.....	<u>6833</u>	<u>6833</u>	<u>6833</u>
2. Projected Units of Service:			
A. Individual Sessions....	<u>850</u>	<u>850</u>	<u>850</u>
B. Group Sessions.....	<u>6,517</u>	<u>6,517</u>	<u>6,517</u>
3. Maximum Combined Allocation	\$ <u>241,785</u>	\$ <u>241,785</u>	\$ <u>241,785</u>
4. Projected Revenues.....	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
5. Projected Total Gross Program Cost..... (Item 3 plus Item 4)	\$ <u>241,785</u>	\$ <u>241,785</u>	\$ <u>241,785</u>
6. Provisional Rate Per Individual Session.....	\$ <u>61.31</u>	\$ <u>61.31</u>	\$ <u>61.31</u>
7. Provisional Rate Per Client in a Group Session.....	\$ <u>29.10</u>	\$ <u>29.10</u>	\$ <u>29.10</u>

08/20/2002

ADCD2173.LVB

ADCD1981.LVB 04/10/2002

Contract No. _____
(D/MC; 3 YEARS)

ALCOHOL AND DRUG SERVICES AGREEMENT
(DRUG MEDI-CAL)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2002,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and TOTAL FAMILY SUPPORT CLINIC
(hereafter "Contractor").

WHEREAS, the term "Code" as used herein refers to Title 9 of
the California Code of Regulations ("CCR"); and

WHEREAS, this Agreement is contemplated and authorized by
Welfare and Institutions Code Section 14021.5, Health and Safety
Code Sections 11758.10 et seq., 11758.20 et seq., 11983.2,
11983.6, 11987.5 and 11991.2; and 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 Government Code Section 53703; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this
Agreement, refers to County's Alcohol and Drug Program
Administration and the State Department of Alcohol and Drug
Programs, respectively; and

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

WHEREAS, the term "maximum obligation" as may be used in various attachments to this Agreement shall now be replaced by the term "estimated maximum obligation"; and

WHEREAS, Paragraph 13, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, of the Additional Provisions, only applies to Non-Drug/Medi-Cal agreements, and shall not apply to any Drug/Medi-Cal action taken herein; and

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

WHEREAS, the term "Director", as used in this Agreement, refers to County's Director of Health Services (i.e., Director of the Department of Health Services) or his/her authorized designee; 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, 2002, and shall continue in full force and effect to and including June 30, 2005.

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 days 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 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 all

licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to Contractor's 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, or agents to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof, 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.

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

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other County alcohol and drug services providers (i.e., state certified drug/medi-cal 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 and drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but shall not be 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 Health Services (DHS), 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 Provider 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 Provider. The County shall first deduct any unpaid balance from any final settlement amounts which may be due the Provider to

enable the 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, Provider agrees to remit by cashiers check the remaining unpaid balance to the County within 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) Exhibit A - Outpatient Drug Free Services
(Federal Drug/Medi-Cal)
- (2) Exhibit B - Day Care Habilitative Services
(Federal Drug/Medi-Cal)
- (3) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH SERVICES - ALCOHOL AND DRUG PROGRAM ADMINISTRATION - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2002
- (4) DRUG/MEDI-CAL CERTIFICATION STANDARDS FOR SUBSTANCE ABUSE CLINICS - October 1, 1994
- (5) STATE OF CALIFORNIA STANDARDS FOR DRUG TREATMENT PROGRAMS - Revised September 1982
- (6) PERINATAL SERVICES NETWORK GUIDELINES - Fall 1995
- (7) APPEAL PROCESSES

Contractor hereby acknowledges receiving the above referenced documents numbers (1) through (3) attached hereto, and numbers (4) through (7) not attached hereto. In addition, Contractor further acknowledges receipt of any

applicable Schedule(s) and Budget(s) (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 that 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. ESTIMATED MAXIMUM OBLIGATION OF COUNTY:

A. During the period July 1, 2002 through June 30, 2003, the estimated maximum obligation of County for all services provided under this Agreement is Three Hundred Twenty-Seven Thousand, Fifty-Four Dollars (\$327,054). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.

B. During the period July 1, 2003 through June 30, 2004, the estimated maximum obligation of County for all

services provided under this Agreement is Three Hundred Twenty-Seven Thousand, Fifty-Four Dollars (\$327,054). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.

C. During the period July 1, 2004 through June 30, 2005, the estimated maximum obligation of County for all services provided under this Agreement is Three Hundred Twenty-Seven Thousand, Fifty-Four Dollars (\$327,054). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.

D. During the term of this Agreement, County will reimburse Contractor for the provision of services hereunder subject to the availability of sufficient funds from the SDADP and the approval of Contractor's costs by ADPA. The parties hereto acknowledge that each of the estimated maximum obligations provided hereinabove are not intended to be, nor shall be, a statement of County's obligation to Contractor, but are used herein for County's fiscal and accounting purposes only.

E. During the term of this Agreement, 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) 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 the County determines from a review of Contractor's service and billing records that a significant portion of the funds provided for services under this Agreement will be underutilized over any period of the Agreement term, then the ADPA's Director, upon written notification to Contractor, shall be allowed to adjust the use of these underutilized funds by the moving of such funds into another Exhibit, Schedule, and/or Budget category within this Agreement, or reallocate such funds into another Drug/Medical funded Agreement with another provider, that readily provides for the efficient use of such funds before the expiration of this Agreement's term. ADPA's Director shall provide prior written notice of such funding changes to Contractor, including any changes in the amount of services

to be received by County, to Contractor, DHS' Contracts and Grants Division, and to County's Chief Administrative Officer. Any such change in any County estimated maximum obligation, and corresponding maximum allocation(s), shall be effected by an administrative amendment to this Agreement by ADPA's Director.

F. 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 County be liable to pay Contractor for an amount greater than Contractor's actual costs under this Agreement

and an amount greater than that made available to County by SDADP in order to reimburse Contractor.

G. This Agreement is valid and enforceable only if sufficient funds are made available to County by the State, through the Federal government, specifically to support services provided under this Agreement. In addition, this agreement shall be subject to any additional conditions, limitations, and/or restrictions which are enacted by the Federal government, or any statute enacted by the Federal government, which may affect the provisions, terms, and funding of this Agreement in any manner.

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.

Further, County agrees to compensate Contractor for performing services hereunder at the State reimbursement rates as they currently exist or as they are modified by the State pursuant to Title 22, California Code of Regulations, section 51516.1. If during this Agreement term the State reimbursement rates are modified, ADPA's Director may adjust the Contractor's reimbursement rates and shall provide prior written notice of such reimbursement rate changes to Contractor, DHS' Contracts and

Grants Division, and to County's Chief Administrative Officer. Any such changes in the State reimbursement rates, shall be effected by an administrative amendment to this Agreement by ADPA's Director.

6. NON-APPROPRIATION OF FUNDS CONDITION: 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 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.

7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's 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 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 Contractor's 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 hereinbelow. 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 Paragraph 9, Insurance Coverage Requirements, hereinbelow. 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 Health Services, 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 mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general 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: Contractor shall report 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. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(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.

9. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office 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 occurrence 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.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims

which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer 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 this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

11. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved 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 provision of subcontract services) and an explanation of why and how the proposed subcontractor was selected, including a description of the 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 Contractor's 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.

(5) Any other information and/or certification(s) requested by County.

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 effecting any increase in the amount contained in ESTIMATED MAXIMUM OBLIGATION OF COUNTY Paragraph.

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

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

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

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

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

12. COMPLIANCE WITH APPLICABLE LAW:

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

11215, et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Sections 1000, et seq.]; Drug Abuse Prevention Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Sections 1101, et seq.) and Federal regulations pertaining thereto; regulations of the Food and Drug Administration ("FDA"), including Title 21 CFR Section 291.505, and the Drug Enforcement Administration ("DEA"); as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

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

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such

Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

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

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

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

16. ALTERATION OF TERMS: This Agreement together with the Additional Provisions, Exhibit(s), Schedule(s), and 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 13741 Foothill Boulevard, Suite 230 & 240, Sylmar, California 91342. Contractor's primary business telephone number is (818) 833-9789 and facsimile/FAX number is (818) 833-9790. Contractor shall notify County, in writing, of any changes made to Contractor's 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) days prior to the effective date(s) thereof.

18. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement 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.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program

(Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services 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 Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and/or as is defined and used in the Los Angeles County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services 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. County may also

require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to 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 Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

19. 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) working calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

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

Attention: Division Chief

(2) Department of Health Services
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:

(1) Total Family Support Clinic
13741 Foothill Boulevard, Suite 230 & 240
Sylmar, California 91342

Attention: Mark Hernandez
President/CEO

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 Health Services, 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 _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TOTAL FAMILY SUPPORT CLINIC
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

08/27/02
ADCD2186.LVB
ADCD1947.LVB 04/10/02

(Cost/R/PR)

TOTAL FAMILY SUPPORT CLINIC

EXHIBIT A

OUTPATIENT DRUG FREE SERVICES
(FEDERAL DRUG/MEDI-CAL)

1. DEFINITION: Outpatient drug free services are drug services which include crisis intervention, counseling, and client referral services. Referrals may be made to medical detoxification services, recovery home services, methadone services, psychiatric services, or other appropriate treatment service providers. Based upon the continuing treatment needs of the client (including, but not limited to, homeless clients), duration of any individual's treatment hereunder shall not exceed twelve (12) months without the prior written approval of Director. Clients shall receive counseling at least twice within each thirty (30) day period. Clients not returning for services within thirty (30) calendar days shall be discharged.

For purposes of this Exhibit, "homeless" clients are defined as those individuals with a 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, and other similar locations.

2. PERSONS TO BE SERVED: Outpatient drug free services shall be furnished to Medi-Cal eligible beneficiaries meeting certain admission criteria as defined in Title 22 California Code of Regulations ("CCR") Section 51303. Contractor shall provide covered services to Medi-Cal beneficiaries without regard to the beneficiaries' county of residence. Unless a specific special population(s) is identified immediately below, services will be made available to male and female clients of all ages, and to all ethnic and special population groups.

Specific special population(s) to be served is(are) Medi-Cal beneficiaries that use drugs and alcohol. The Contractor will serve: X males/X females. The age group(s) to be served is(are) 12 years and older.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where outpatient drug free services are to be provided, and the days and hours of operation for reception and program entry, or when services are to be provided herein, are as follows:

Facility 1 is located at 13741 Foothill Boulevard, Suites 230 and 240, Sylmar, California 91342. Contractor's facility telephone number is (818) 838-5789 and facsimile/FAX number is (818) 833-5780. Contractor's facility days and hours of operation are Monday through Friday, 9:00 a.m. to 6:00 p.m.; Saturday, 9:00 a.m. to 1:00 p.m.

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

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

4. MAXIMUM ALLOCATION:

A. During the period of July 1, 2002 through June 30, 2003, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free services is One Hundred Thirty-Six Thousand, Five Hundred Sixteen Dollars (\$136,516). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus allowable County administrative costs.

B. If this Agreement is extended for an additional twelve (12) months, from July 1, 2003 through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free

services is One Hundred Thirty-Six Thousand, Five Hundred Sixteen Dollars (\$136,516). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

C. If this Agreement is extended for an additional twelve (12) months, from July 1, 2004 through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for outpatient drug free services is One Hundred Thirty-Six Thousand, Five Hundred Sixteen Dollars (\$136,516). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

D. Federal Drug/Medi-Cal funds shall be used to reimburse Contractor for services rendered to clients who are covered by a federally connected social services aid program. These funds shall be reimbursable hereunder only to the extent Contractor serves individuals eligible to receive Federal Drug/Medi-Cal benefits during the term of this Agreement.

E. Contractor understands and acknowledges that County has determined to the best of its ability, based on figures and information provided by Contractor, the service numbers (i.e., number of clients to be served and the number of visits allowed per client) and maximum allocation dollar amount(s) used in this Agreement. Contractor further

understands and acknowledges that he/she may be required to continue to provide such services to County clients which exceed the service numbers and maximum allocation dollar amount(s) as listed in this Agreement, if such service numbers and maximum allocation dollar amount(s) were underestimated by County. If Contractor provides services beyond the service number and maximum allocation dollar amounts as listed in this Agreement, Contractor shall inform the ADPA in writing immediately. County is only responsible for reimbursing Contractor up to, but not exceeding, the maximum allocation(s) as listed herein; however, County shall make every effort to obtain additional funds from SDADP and other governmental funding sources, if available, to increase Contractor's maximum allocation, by an amendment to this Agreement, in order to reimburse Contractor for any additional services provided. Contractor shall allow the ADPA a period of not less than thirty (30) calendar days, after being notified in accordance with the above procedures, to procure funds from the SDADP and other governmental funding sources, if available, for Contractor. Any increase in Contractor's maximum allocation shall be limited to the availability of State General Funds furnished County for that purpose. If these funds are not available from SDADP through County, Contractor shall seek reimbursement directly from the SDADP for such funds and not

from County. In requesting reimbursement funds directly from the SDADP, Contractor shall follow the procedures as described under Title 22 CRC Section 51015. County shall not be liable for any reimbursement funds due Contractor, for services provided, which exceed the service numbers and the maximum allocation dollar amounts listed in this Agreement and the Exhibit(s) hereto, if additional funds to pay for such service numbers are not available and/or forthcoming to County from the SDADP.

Any increases to the maximum allocation under this provision is further subject to the PAYMENT and FUNDING/ SERVICES ADJUSTMENTS AND REALLOCATIONS paragraph provisions of this Agreement.

F. Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (provisional service rate per individual session and provisional service rate per client attending a group session) as set forth in the Schedule(s) referred to above, and attached hereto. For purposes of this Agreement, the definition of an "individual session" is a fifty (50) minute face-to-face visit. Reimbursement for an individual session is limited to intake, crisis intervention, collateral services, and treatment and

discharge planning. A "group session" is a ninety (90) minute counseling session for a minimum of four (4) to a maximum of ten (10) individuals.

Contractor's provisional rate shall be based on whichever reimbursement rate, i.e., customary charge, allowable costs, or maximum allowance/rate cap, is determined by the ADPA to be the lowest possible charge to County for Contractor's services, in accordance with Title 22 CCR Section 51516. Contractor's lowest possible charge shall be further adjusted to include deductions for allowable (as defined by the SDADP) County administrative costs, the difference of which shall be defined as Contractor's provisional rate, and as set forth in the Schedule(s) attached hereto.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

6. PROGRAM EVALUATION: 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.

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) 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 documenting and assessing 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 clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the Los Angeles County Participant Reporting System for both intake and discharge information reported on clients; the reporting of services received by selected clients; 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 client confidentiality assurances and will be conducted under applicable Federal and state law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

7. CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history; client identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; an individual narrative summary of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and 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. MEDICATIONS: Contractor agrees that all controlled substances and other prescription medications used hereunder shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician or licensed vocational nurse, in accordance with Federal and State law and related regulations.

9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide outpatient drug free 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. Conduct intake and client assessment/diagnosis, including documentation of admission requirements, and medical and psychosocial histories.

B. Casework services inclusive of individual counseling, group counseling and crisis intervention, with the involvement of the family where clinically appropriate in the implementation of the treatment plan. Clients shall receive a minimum of two (2) counseling sessions per thirty (30) day period or be subject to discharge.

C. Involvement of "significant others" in the treatment process when appropriate.

D. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse programs.

E. Direct or referral services to clients, and documentation of such services or referrals and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education or other services deemed appropriate for contributing to clients' rehabilitation. Services provided through referral shall not be a charge to, nor reimbursable, hereunder.

F. Follow-up on former clients in accordance with Contractor's written policies and procedures.

G. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.

H. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each client'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.

I. Education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to HIV/AIDS testing.

J. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with Title 45 Code of Federal Regulation ("CFR") Section 96.127(a) (1).

K. Provision of or referral to interim services for pregnant women who request services and cannot be admitted to a program no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR Section 96.131(d) (2).

L. Development of procedures necessary to refer clients, when Contractor has no unused capacity, to outpatient drug free services programs that do. Contractor shall document their efforts to refer clients to other agencies if Contractor is unable to provide immediate services, and to notify the County ADPA Drug/Medi-Cal unit, by telephone, of agency's inability to refer a Drug/Medi-Cal beneficiary before placing any client on a waiting list.

10. PROGRAM TREATMENT CAPACITY:

A. The total number of full time equivalent (FTE) positions budgeted to the program hereunder is 3.50.

B. The total number of FTE positions dedicated to perform direct service hours during the Agreement term is 1.94.

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

D. Contractor shall provide a minimum of 3,105 service hours during the Agreement term (Item B x Item C).

11. STATE APPEAL PROCESSES: Contractor is allowed by the State to appeal SDADP dispositions and other specific judgements, that apply to Contractor's provision of services under this Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under Title 22 CCR Section 51015, and shall be limited only to those appeals specified in the State APPEAL PROCESSES document, as received by Contractor under Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, of this Agreement.

12. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the automated Los Angeles County Participant Reporting System (LACPRS), effective July 1, 2000. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's automated LACPRS database. Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by

Contractor is compatible with any existing computer system used
by County.

08/27/2002
ADCD2187.LVB
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(Cost/R/PR)

TOTAL FAMILY SUPPORT CLINIC

SCHEDULE A

OUTPATIENT DRUG FREE SERVICES
(FEDERAL DRUG/MEDI-CAL)

	Period of (07/01/02- <u>06/30/03)</u>	Period of (07/01/03- <u>06/30/04)</u>	Period of (07/01/04- <u>06/30/05)</u>
1. Drug/Medi-Cal Provider Number.....	<u>6834</u>	<u>6834</u>	<u>6834</u>
2. Projected Units of Service:			
A. Individual Sessions....	<u>480</u>	<u>480</u>	<u>480</u>
B. Group Sessions.....	<u>368</u>	<u>368</u>	<u>368</u>
3. Maximum Combined Allocation	\$ <u>136,516</u>	\$ <u>136,516</u>	\$ <u>136,516</u>
4. Projected Revenues.....	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
5. Projected Total Gross Program Cost..... (Item 3 plus Item 4)	\$ <u>136,516</u>	\$ <u>136,516</u>	\$ <u>136,516</u>
6. Provisional Rate Per Individual Session.....	\$ <u>61.31</u>	\$ <u>61.31</u>	\$ <u>61.31</u>
7. Provisional Rate Per Client in a Group Session.....	\$ <u>29.10</u>	\$ <u>29.10</u>	\$ <u>29.10</u>

08/27/2002
ADCD2187.LVB
ADCD1981.LVB 04/10/02

(Cost/R/PR)

TOTAL FAMILY SUPPORT CLINIC

EXHIBIT B

DAY CARE HABILITATIVE SERVICES
(FEDERAL DRUG/MEDI-CAL)

1. DEFINITION: Day care habilitative services are non-residential programs which provide counseling and rehabilitation services. Clients (including, but not limited to, homeless client) shall participate according to the minimum attendance schedule as described below, and shall have regularly assigned, supervised work functions. Clients shall participate in scheduled, formalized services three (3) or more hours per day, but less than twenty-four (24) hours, throughout the day at least three (3) times per week. The program services shall be available a minimum of six (6) hours per day, six (6) days per week.

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

For purposes of this Exhibit, "homeless" clients are defined as those individuals with an alcohol and/or other drug problem who lack shelter and the financial resources to acquire shelter, and whose regular nighttime dwelling is in the streets, parks, subways, bus terminals, railroad stations, airports, and other similar locations.

2. PERSONS TO BE SERVED: Day care habilitative services shall be furnished to Medi-Cal eligible beneficiaries meeting certain admission criteria as defined in Title 22 California Code of Regulations ("CCR") Section 51303. Contractor shall provide covered services to Medi-Cal beneficiaries without regard to the beneficiaries' county of residence. Unless a specific special population(s) is identified immediately below, services will be made available to male and female clients under age twenty-one (21), and to all ethnic and special population groups.

Specific special population(s) to be served is(are) Youth Medi-Cal beneficiaries that use drugs and alcohol. The Contractor will serve: X males/X females. The age group(s) to be served is(are) 21 years and younger.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where day care habilitative services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 13741 Foothill Boulevard, Suites 230 and 240, Sylmar, California 91342. Contractor's facility telephone number is (818) 838-5789 and facsimile/FAX number is (818) 833-5780. Contractor's facility days and hours of operation are Monday through Friday, 9:00 a.m. to 6:00 p.m.; Saturday, 9:00 a.m. to 1:00 p.m.

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

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

4. MAXIMUM ALLOCATION:

A. During the period of July 1, 2002 through June 30, 2003, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative services is One Hundred Ninety Thousand, Five Hundred Thirty-Eight Dollars (\$190,538). This sum represents the Combined Maximum State General Fund and Federal Drug/Medical Allocations minus allowable County administrative costs.

B. If this Agreement is extended for an additional twelve (12) months, from July 1, 2003 through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative

services is One Hundred Ninety Thousand, Five Hundred Thirty-Eight Dollars (\$190,538). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

C. If this Agreement is extended for an additional twelve (12) months, from July 1, 2004 through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for day care habilitative services is One Hundred Ninety Thousand, Five Hundred Thirty-Eight Dollars (\$190,538). This sum represents the Combined Maximum State General Fund and Federal Drug/Medi-Cal Allocations minus County administrative costs.

D. Federal Drug/Medi-Cal funds shall be used to reimburse Contractor for services rendered to clients who are covered by a federally connected social services aid program. These funds shall be reimbursable hereunder only to the extent Contractor serves individuals eligible to receive Federal Drug/Medi-Cal benefits during the term of this Agreement.

E. Contractor understands and acknowledges that County has determined to the best of its ability, based on figures and information provided by Contractor, the service numbers (i.e., number of clients to be served and the number of visits allowed per client) and maximum allocation dollar amount(s) used in this Agreement. Contractor further

understands and acknowledges that he/she may be required to continue to provide such services to County clients which exceed the service numbers and maximum allocation dollar amount(s) as listed in this Agreement, if such service numbers and maximum allocation dollar amount(s) were underestimated by County. If Contractor provides services beyond the service number and maximum allocation dollar amounts as listed in this Agreement, Contractor shall inform the ADPA in writing immediately. County is only responsible for reimbursing Contractor up to, but not exceeding, the maximum allocation(s) as listed herein; however, County shall make every effort to obtain additional funds from SDADP and other governmental funding sources, if available, to increase Contractor's maximum allocation, by an amendment to this Agreement, in order to reimburse Contractor for any additional services provided. Contractor shall allow the ADPA a period of not less than thirty (30) calendar days, after being notified in accordance with the above procedures, to procure funds from the SDADP and other governmental funding sources, if available, for Contractor. Any increase in Contractor's maximum allocation shall be limited to the availability of State General Funds furnished County for that purpose. If these funds are not available from SDADP through County, Contractor shall seek reimbursement directly from the SDADP for such funds and not

from County. In requesting reimbursement funds directly from the SDADP, Contractor shall follow the procedures as described under Title 22 CCR Section 51015. County shall not be liable for any reimbursement funds due Contractor, for services provided, which exceed the service numbers and the maximum allocation dollar amounts listed in this Agreement and the Exhibit(s) hereto, if additional funds to pay for such service numbers are not available and/or forthcoming to County from the SDADP.

Any increases to the maximum allocation under this provision is further subject to the PAYMENT and FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS paragraph provisions of this Agreement.

F. Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to clients under this Agreement, at the daily rate (provisional service rate per day care habilitative service visit) as set forth in the Schedule(s) referred to above, and attached hereto. For purposes of this Agreement, the definition of a "day care habilitative services visit" is one (1) "face-to-face" visit to receive services for at least three (3) hours on a calendar day.

Contractor's provisional rate shall be based on whichever reimbursement rate, i.e., customary charge, allowable costs, or maximum allowance/rate cap, is determined by the ADPA to be the lowest possible charge to County for Contractor's services, in accordance with Title 22 CCR Section 51516. Contractor's lowest possible charge shall be further adjusted to include deductions for allowable (as defined by the SDADP) County administrative costs, the difference of which shall be defined as Contractor's provisional rate, and as set forth in the Schedule(s) attached hereto.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

6. PROGRAM EVALUATION: 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.

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) 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 documenting and assessing 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 clients; completing questionnaires; observation of staff in-service training and staff delivery of services to clients; abstraction of information from client records; an expansion of the Los Angeles County Participant Reporting System for both intake and discharge information reported on clients; the reporting of services received by selected clients; 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 client confidentiality

assurances and will be conducted under applicable Federal and state law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

7. CLIENT RECORDS: Client records shall include intake information consisting of personal, family, educational, drug (including alcohol) use, criminal (if any) and medical history; client identification data; diagnostic studies, if appropriate; a service/treatment plan which includes short and long term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; an individual narrative summary of client interviews and any other intake information determined by the County as necessary for program evaluation purposes; and 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. MEDICATIONS: Contractor agrees that all controlled substances and other prescription medications used hereunder

shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician or licensed vocational nurse, in accordance with Federal and State law and related regulations.

9. SPECIFIC SERVICES TO BE PROVIDED: Contractor shall provide day care habilitative services in accordance with procedures formulated and adopted by Contractor's staff, and approved by Director. Specific services to be provided hereunder are as follows:

A. Conduct intake and client assessment/ diagnosis, including documentation of admission requirements, and medical and psychosocial histories.

B. Casework services inclusive of individual counseling, group counseling and crisis intervention, with the involvement of the family where clinically appropriate in the implementation of the treatment plan.

C. A minimum of nine (9) hours per week of scheduled, formalized services (e.g., a work program, treatment techniques, and recreational activities).

D. Involvement of "significant others" in the treatment process when appropriate.

E. Coordinate the provision of services with other agencies, including criminal justice agencies involved with drug abuse programs.

F. Direct or referral services to clients, and documentation of such services or referrals and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education or other services deemed appropriate for contributing to clients' rehabilitation. Services provided through referral shall not be a charge to, nor reimbursable, hereunder.

G. Follow-up on former clients in accordance with Contractor's written policies and procedures.

H. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.

I. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each client'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.

J. Education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") transmission and access to HIV/AIDS testing.

K. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with

Title 45 Code of Federal Regulations ("CFR") Section 96.127(a) (1).

L. Provision of or referral to interim services for pregnant women who request services and cannot be admitted to a program no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR Section 96.131(d) (2).

M. Development of procedures necessary to refer clients, when Contractor has no unused capacity, to day care habilitative services programs that do. Contractor shall document their efforts to refer clients to other agencies if Contractor is unable to provide immediate services, and to notify the County ADPA Drug/Medi-Cal unit, by telephone, of agency's inability to refer a Drug/Medi-Cal beneficiary before placing any client on a waiting list.

10. PROGRAM TREATMENT CAPACITY:

A. The total number of full time equivalent (FTE) positions dedicated to perform direct service hours during the Agreement term is 2.85.

B. Contractor shall serve 10 program clients for each dedicated FTE position(s) during the Agreement term (minimum number is 10).

C. The projected minimum number of clients served during the Agreement term is 28.5 (Item A x Item B).

D. The average program attendance by each client is projected to be 3 days per week during the Agreement term.

E. The projected program treatment capacity for program clients during the Agreement term is 4,446 (Item C x Item D x 52).

F. The projected utilization rate of the total treatment capacity for program clients during the term of the Agreement is 70%.

G. Contractor shall provide a minimum of 3,119 service units during the Agreement term (Item E x Item F).

11. STATE APPEAL PROCESSES: Contractor is allowed by the State to appeal SDADP dispositions and other specific judgements, that apply to Contractor's provision of services under this Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under Title 22 CCR Section 51015, and shall be limited only to those appeals specified in the State APPEAL PROCESSES document, as received by Contractor under Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, of this Agreement.

12. AUTOMATED PARTICIPANT REPORTING SYSTEM: Contractor shall participate and cooperate in the implementation of the automated Los Angeles County Participant Reporting System (LACPRS), effective July 1, 2000. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's automated LACPRS database. Contractor shall

provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

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(Cost/R/PR)

TOTAL FAMILY SUPPORT CLINIC

SCHEDULE B

DAY CARE HABILITATIVE SERVICES
(FEDERAL DRUG/MEDI-CAL)

	Period of (07/01/02- <u>06/30/03)</u>	Period of (07/01/03- <u>06/30/04)</u>	Period of (07/01/04- <u>06/30/05)</u>
1. Drug/Medi-Cal Provider Number.....	<u>6834</u>	<u>6834</u>	<u>6834</u>
2. Units of Service..... (Day Care Habilitative Services Visit)	<u>3,119</u>	<u>3,119</u>	<u>3,119</u>
3. Maximum Combined Allocation	\$ <u>190,538</u>	\$ <u>190,538</u>	\$ <u>190,538</u>
4. Projected Revenues.....	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
5. Projected Total Gross Program Cost..... (Item 3 plus Item 4)	\$ <u>190,538</u>	\$ <u>190,538</u>	\$ <u>190,538</u>
6. Provisional Rate Per Day Care Habilitative Services Visit..... (Item 3 divided by Item 2)	\$ <u>61.07</u>	\$ <u>61.07</u>	\$ <u>61.07</u>

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