

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # \*B-2

Urgent  Routine

AGENDA DATE June 16, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award Agreements with Valley Recovery Resources and Nirvana Drug and Alcohol Treatment Institute for the Provision of Sober Living Environments to Stanislaus County Parents and their Children

STAFF RECOMMENDATIONS:

1. Approve an agreement for the provision of sober living environments with Valley Recovery Resources, a California Non-Profit Corporation, as a result of a Request for Proposals process for such services.

(Continued on Page 2)

FISCAL IMPACT:

The term of the proposed agreements with Valley Recovery Resources and Nirvana Drug and Alcohol Treatment Institute is July 1, 2015 through June 30, 2018. The following contract maximums will apply:

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-262

On motion of Supervisor Monteith, Seconded by Supervisor De Martini  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS: (Continued)**

2. Approve an agreement for the provision of sober living environments with Nirvana Drug and Alcohol Treatment Institute, a California Non-Profit Corporation, as a result of a Request for Proposals process for such services.
  
3. Authorize the Community Services Director, or her designee, to sign the agreements, and any amendments up to \$75,000 each, with Valley Recovery Resources and Nirvana Drug and Alcohol Treatment Institute to provide sober living environments to Stanislaus County parents and their children.

**FISCAL IMPACT: (Continued)**

Sober Living Environment Awardee	Contract Maximum Amounts
Valley Recovery Resources	\$ 3,126,225
Nirvana Drug and Alcohol Institute	\$ 542,025
<b>Total Proposed Contract Amounts</b>	<b>\$ 3,668,250</b>

The Community Services Agency included total funding of \$1,222,750 in the 2015-2016 Adopted Proposed Budget for the first year of the agreements. This includes \$1,042,075 for Valley Recovery Resources and \$180,675 for Nirvana Drug and Alcohol Institute. Appropriations and estimated revenue for years two and three of the agreements will be included in the Agency’s future budget submissions. Funding for the Valley Recovery Resources and Nirvana Drug and Alcohol agreements is 100% Federal and State funded.

There are no costs to the General Fund associated with these agreements.

**DISCUSSION:**

Sober Living Environment services performed through community-based organizations provide a benefit to this community by allowing parents and their children the opportunity to live in a structured and drug free setting while they work toward fulfilling the requirements of their Child Welfare and/or StanWORKs Welfare to Work case plan. The focus of these plans is on child safety and family self-sufficiency by providing substance abuse, mental health, employment and educational counseling, parenting skills, medical care, child care, housing and transportation services.

These local Sober Living Environment services for the community are not mandated by the State or Federal Government, however they are recognized as an essential service for individuals in substance abuse recovery. Child Welfare funding for Sober Living Environment services is made available by the State but requires a 30% local match for Child Welfare eligible cases. StanWORKs Welfare to Work funding for Sober Living Environment services is made available by Federal and State sources with no local

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match required beyond the County's initial maintenance of effort requirement for the StanWORKs cases.

In Fiscal Year 2010-2011, Stanislaus County was in the midst of its third year of considerable economic decline. Budget reductions necessitated minimum local match funding to all programs. As a result, Child Welfare funding was reduced by over 30 percent. Clean and sober living programs faced closure.

In late 2010, a group of local individuals approached Supervisor O'Brien with an amazing idea about private donations being made to serve as "local match," to be able to draw the State Child Welfare Services and StanWORKs funding that the County General Fund was unable to match. This unique proposal was the catalyst to not only save but expand clean and sober living programs, some of which were on the verge of closure. As a result, a new non-profit was created – Valley Recovery Resources – and the capacity for clean and sober living programs was significantly enhanced in our community.

On May 10, 2011 the Board of Supervisors authorized the Community Services Agency (CSA) to enter into an agreement with Valley Recovery Resources to provide these services to a maximum of 40 families per month. Included in the agreement was a commitment from Valley Recovery Resources to provide the annual local match requirement of \$144,540. This donation from Valley Recovery Resources enabled Stanislaus County to draw down \$3.1 million in augmentation funds in Fiscal Year 2010-2011. The Board also directed CSA to work with the General Services Agency to issue a Request for Proposal (RFP) in Fiscal Year 2011-2012 for the provision of Sober Living Environment Services for contracts beginning July 1, 2012.

On June 26, 2012, the Board of Supervisors awarded the agreements for Sober Living Environment services to Valley Recovery Resources in the amount of \$983,675 and Nirvana Drug and Alcohol Treatment Institute in the amount of \$108,000 for Fiscal Year 2012-2013. Execution of these two contracts provided a total of 55 beds per month; 49 beds provided through Valley Recovery Resources and six (6) provided through Nirvana. Included in the contract was the requirement of local match from Valley Recovery Resources in the amount of \$181,783 and Nirvana Drug and Alcohol Treatment Institute in the amount of \$32,400. The contracts were renewed in Fiscal Years 2013-2014 and 2014-2015.

In 1991, the State realigned several programs (CalWORKs, Child Welfare Services, Foster Care, Adoptions Assistance Program and In-Home Supportive Services) and increased the county share of costs of those programs. The State provided 1991 Social Services Realignment Sales Tax revenues, earned by those realigned programs, to offset the increased county share of costs. With the economic recovery from Fiscal Year 2011-2012 to Fiscal Year 2014-2015, the State caught up and remitted prior year growth receipts and is projecting continued moderate Sales Tax growth.

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On February 10, 2015 the CSA Director and CEO staff met with the Board of Supervisors' Health Executive Committee, comprised of Supervisors O'Brien and Withrow, to recommend the elimination of the match due to the increase in the 1990/1991 Realignment. The Board of Supervisors Health Executive Committee supports these recommendations to the full Board of Supervisors.

On March 3, 2015 the Board of Supervisors authorized the General Services Agency (GSA) Purchasing Division to issue a Request for Proposal (RFP) on behalf of the Community Services Agency for the provision of Sober Living Environment Services to Stanislaus County parents and their children and also approved the recommendation to eliminate the local match requirement.

The Community Service Agency's current sober living environment service providers are Nirvana Drug and Alcohol Treatment Institute and Valley Recovery Resources. From July 1, 2012 through June 30, 2014, these two providers have provided sober living services to approximately 340 individuals and had a successful completion rate of 75% which is 254 of the 340 individuals served.

Nirvana Drug and Alcohol Treatment Institute provides residential, day treatment, outpatient and sober living programs for men and women. Men and women are served in the Nirvana sober living program and fathers and their children are served in their family sober living program. From July 1, 2012 to June 30, 2014, approximately 59 men and women successfully completed the Nirvana sober living program and 26 fathers and their children successfully completed the Nirvana family sober living program. For Fiscal Year 2014-2015, as of April 30, 2015, Nirvana has served an additional 20 individuals in their sober living program.

Valley Recovery Resources of Modesto provides drug and alcohol prevention services and a sober living family program for mothers and their children. From July 1, 2012 to June 30, 2014, approximately 169 individuals successfully completed the Valley Recovery Resources sober living family program. For Fiscal Year 2014-2015, as of April 30, 2015, Valley Recovery Resources has served an additional 98 individuals in their sober living family program.

This unique clean and sober partnership effort has received several awards and significant recognition for their collaborative and innovative efforts:

- California State Association of Counties (CSAC), 2013 California Counties Innovation Award;
- County Alcohol and Drug Program Administrators Association of California (CADPAAC), Outstanding and Innovative Community Collaboration Award;
- Stanislaus County Board of Supervisors, Fourth Annual Effective Partnership Award;

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- Stanislaus County Board of Supervisors, Community Commitment Award

The RFP was issued on March 23, 2015 and sent electronically to 209 vendors, 16 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on March 30, 2015 and three vendors were in attendance. The RFP closed on April 21, 2015 and GSA received complete responses from the two vendors listed below:

- Nirvana Drug & Alcohol Treatment Institute, of Modesto, California; and
- Valley Recovery Resources / Redwood Family Center, of Modesto, California.

All of the proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 5 evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County's Community Services Agency, Behavioral Health and Recovery Services and a local youth services program director.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal and proposed budget. The RFP proposal was evaluated using the following criteria with the corresponding total number of available points in each category:

<b>PHASE II</b>	<b>MAXIMUM POINTS</b>
Phase II – Program Description	30
Phase II – Capacity of Proposer	25
Phase II – Timeline	10
Phase II – Effectiveness Summary	15
Phase II – Proposed Budget	20
<b>TOTAL POSSIBLE WEIGHT OR POINTS:</b>	<b>100</b>

The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II scores. Contracts were awarded to both vendors because each proposal met the criteria set forth in the RFP and best met the needs of the Department and County, with price and all other factors considered. The final average total scores are as follows:

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Phase II	Total Points Available	Nirvana Drug & Alcohol Treatment Institute	Valley Recovery Resources
Total Average Points	100	77	90

\* Needed 75 of 100 points to pass

On May 8, 2015 GSA issued two Notices of Intent to Award letters to both respondents. No letter of protest was received during the five-day protest period of the RFP process.

**POLICY ISSUE:**

Approval of these requests supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by meeting a community need for services that improves the health and well-being of families in our community.

**STAFFING IMPACT:**

Existing Community Services Agency staff is available to support these Sober Living Environment agreements at current service levels. In the future, should the service level demand increase, the Agency will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

**CONTACT PERSON:**

Kathryn Harwell, Director

(209) 558 - 2500

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES  
JULY 1, 2015 THROUGH JUNE 30, 2018**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and VALLEY RECOVERY RESOURCES ("Contractor"), a **non-profit corporation** with an effective date of July 1, 2015.

**RECITALS**

WHEREAS, the County has a need for clean and sober living environment services for Community Services Agency; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to

consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 2.3 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, state and federal funds.

### 3. TERM

- 3.1 The term of this Agreement shall be from the Effective Date through **June 30, 2018**, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.
- 3.5 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,



- C. Upon an unauthorized decrease in the required insurance in force; or,
- D. Upon failure to make payroll payments; or,
- E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
- F. Upon failure to substantially meet other financial obligations; or,
- G. Upon service or a writ of attachment by creditors of Contractor.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Contractor that the performance of these services and work shall require the Contractor to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability Insurance: Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- 7.1.2 Automobile Liability Insurance: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 7.1.3 Workers' Compensation Insurance: Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it shall be responsible for and pay any self-insured retention or deductible and shall pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.
- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; the County must approve lesser ratings in writing.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.
- 8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

- 9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. Contractor shall determine all terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law.
- 9.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 9.7 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as described in section 10.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.

- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit for each Contractor's fiscal years included in term of this Agreement when Contractor reimbursement exceeds \$45,000 per fiscal year. Further, entities receiving in excess of \$750,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profits.
- 10.8 The annual audit requirement in section 10.7 is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources including but not limited to federal, state and local funds, during the fiscal year, are less than \$100,000.
  - B. The Contractor is in compliance with all other Agreement requirements.
  - C. An audit was performed on one of the preceding two (2) years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County.
    - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified.
    - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards.
    - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance.
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program.
      - c. Known or likely questioned costs.
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with section 10, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

## 11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Contractor shall comply with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NON-DISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12.3 Contractor shall have a formal process by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Community Services Agency  
Attention: Contracts Manager  
PO Box 42  
Modesto, CA 95353

To Contractor: Valley Recovery Resources  
Attention: Steve Berkowitz  
416 Corson Avenue  
Modesto, CA 95350

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.



18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

22.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.

22.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.

- Quality of Service: Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

25. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

26. CONVICTION OF CRIME

26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.

26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching with federal state or local funds for this or any other Agreement unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

F. The certification in section 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).

29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. ENTIRE AGREEMENT

30.1 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

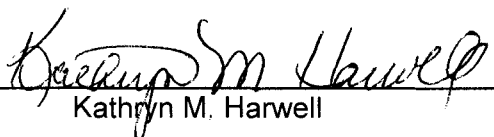
30.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

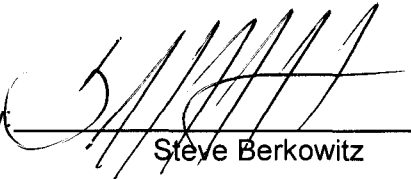


This Agreement has been signed by the parties or their duly authorized representatives to be effective as of the date referenced on the first page.

**COUNTY OF STANISLAUS**

**VALLEY RECOVERY RESOURCES**

By:   
Kathryn M. Harwell

By:   
Steve Berkowitz


Title: Director

Title: Executive Director

Dated: 6/18/15

Dated: 6.1.2015

**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

By: 

Title: Deputy County Counsel

Dated: 5/27/15

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2015-262

Dated: 6/16/15

**VALLEY RECOVERY RESOURCES  
AGREEMENT TO PROVIDE  
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES  
JULY 1, 2015 THROUGH JUNE 30, 2018**

Request for Proposal/Qualifications/Information # 15-09-SS issued by Stanislaus County GSA Purchasing Division for Sober Living Environment services; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. GOVERNANCE STRUCTURE:

- A. Non-Profit Organizations: the Board of Directors shall hire a qualified Executive Director to oversee the daily operations of the Sober Living Facility. The Executive Director's performance shall be reviewed on an annual basis.
- B. The Executive Director/Manager shall be the liaison with the County's Contract Manager and will participate in County monitoring and site reviews.

II. SCOPE OF WORK:

A. GENERAL SOBER LIVING SERVICES

Contractor shall provide clean and sober living environment services at 1030 California Avenue and 416 Corson Avenue Modesto.

- 1. Services may be provided under this Agreement only to those residents and in those amounts authorized by County on an Encumbrance Form. County retains the ultimate responsibility for determining eligibility of persons served under this Agreement, duration of services and assessing the continuing need for services. Services not authorized by an Encumbrance Form will not be recompensed.
- 2. Operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. Such an environment shall support the sobriety of the residents. All Child and Family Services and Welfare-to-Work County-referred residents shall have a County authorized payer source.
- 3. Prior to admission, all referred individuals must have thirty (30) days documented clean time or have completed a ten (10) day detox program at Behavioral Health and Recovery Services Stanislaus Recovery Center (SRC).

4. On the day of admission, Contractor shall urine drug screen the resident. Resident will not be admitted with a dirty test. Exception: in the case of a positive marijuana result, the County would need to provide proof of a reduced marijuana levels through urine tests. Results of drug screening shall be emailed/faxed to County Social Worker on the day of admission.
5. Provide orientation to all incoming residents and require that all residents commit to House Rules developed by the Contractor and approved by the County and agreed to submit to a urine drug screen. In addition all residents are required to have documented continued stable participation in a self-help group or out-patient treatment program.
6. Within thirty (30) days of admission, the Contractor shall encourage and support transitional planning with the resident into a clean and stable living arrangement after the clean and sober living facility.
7. Maintain a suitable residence with a Fire Clearance issued by the local Fire Marshall, as described in EXHIBIT B, "Clean and Sober Living Facility Standards for Stanislaus County," attached hereto and, by this reference, made a part hereof. A copy of the current fire clearance shall be provided to County within five (5) days of this Agreement's effective date. Due diligence shall be exercised by Contractor related to prompt repairs and routine maintenance of the residences.
8. Provide intensive detox services for up to twenty-one (21) days for residents immediately following the ten (10) day detox at SRC. These additional services shall be provided on-site to assist residents in achieving their thirty (30) day documented clean and sober requirement.
9. Provide case-related transportation for standard residents and, as necessary, their children, that is mutually agreed upon by County and Contractor and is included in the resident's case plan. Contractor shall provide all transportation for Intensive Detox residents until the resident reaches thirty (30) day documented clean time not to exceed twenty-one (21) days from intake.
10. Adhere to the "Clean and Sober Living Facility Standards for Stanislaus County" (EXHIBIT B).
11. Provide appropriate amounts and types of food for residents (including visiting children), taking into consideration ages, nutritional needs and special dietary needs (ie: diabetes, food allergies, ext...).
12. Establish and maintain a Resident Council, to encourage resident governance, including the resolution of peer conflicts and resident/Contractor conflicts.
13. Provide language assistance, as necessary, for residents whose preferred language is one other than English.
14. Collaborate with County in safety planning for residents to avoid relapse.
15. Provide twenty-four (24) hour on-site Contractor oversight and management.

16. Abide by and support the resident's case and treatment plan as established by County.
17. Communicate with County case workers, including initiation of contact with those County case workers regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case managers and treatment staff.
18. To the extent permitted by law, communicate with the resident's treatment program regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case workers and treatment staff.
19. Encourage and support community volunteers who can provide role modeling and mentoring for residents.
20. Immediately communicate with County case worker when a resident is discharged from the sober living facility (including discharge for failing to adhere to House Rules) and follow-up with a written incident report within three (3) working days
21. Immediately communicate with County case worker all incidents that could jeopardize the health and safety of resident's child(ren) and follow-up with a written incident report within three (3) working days.
22. Provide County with monthly resident progress reports, submitted every thirty (30) days.
23. Provide Quarterly reports on the outcomes that is mutually agreed upon by the County and Contractor.
24. Maintain a clear, well-articulated and posted resident complaint and grievance procedure.
25. Maintain clear, well-articulated and posted House Rules including expectations of each resident, which are consistently enforced.
26. Complete a comprehensive intake screening of all residents to determine and access all available public and private funding sources which may provide revenue for the resident's stay.
27. Contractor shall collect customer benefits for the residents following the requirements in SCOPE OF WORK, GENERAL SOBER LIVING SERVICES, paragraphs 26 through 36 as listed below: via the assigned Point of Sale (POS) device installed at the Contractor facility as approved by United States Department of Agriculture (USDA).
28. Collect from resident, on a monthly basis, an amount equivalent to 70% of the resident's total monthly household allotment of Temporary Assistance for Needy Families (TANF) and/or Supplemental Security Income (SSI), to be used as the resident's room and board payment.



29. Collect from the resident, on a monthly basis, an amount equivalent to 15% of the household total monthly allotment of TANF and/or SSI to be deposited into a separate savings account to assist the resident to find housing upon discharge. The savings account shall not exceed a total of \$2,000.
30. Ensure that 15% of the resident's total monthly household allotment of TANF and/or SSI is available to the resident for personal needs and incidentals.
31. Collect 80% of the resident's total monthly allotment of CalFresh benefits which shall be utilized by the Contractor for the resident's food and nutritional needs. CalFresh benefits shall not be used to offset food costs not associated with the benefiting resident.
32. Ensure that 20% of the resident's CalFresh total monthly allotment is available for the resident to purchase items separate than those that are being utilized in the Contractor's facility.
33. Collect from all residents \$150 of the savings identified for future housing, as a fully refundable security deposit for the property and furnishings that are supplied to the resident. The resident will attest to the condition of the property at entry and upon change of surroundings. Residents shall be responsible to return all items checked out to them and leave all furnishings and sleeping environments in acceptable condition. The \$150 refundable security deposit shall be satisfied by utilizing the resident's 15% TANF deduction for future housing. This deposit shall be refundable ten (10) business days after resident's discharge if items are returned in acceptable condition and upon inspection of unit. Resident will receive an itemized receipt for any deposit withheld
34. May retain possession of the resident's electronic benefit transaction (EBT) card for security purposes. When the resident leaves the facility, the card must be returned to the resident. Any unspent CalFresh funds must be returned to the resident's EBT CalFresh account. If the resident leaves prior to the 16<sup>th</sup> day of the month and the benefits have not been spent, Contractor shall credit one-half of the 80% of collected in CalFresh benefits to the resident's EBT CalFresh account. If the resident leaves after the 16<sup>th</sup> day of the month and the benefits have been spent, Contractor shall not credit the resident's account for any portion of the monthly allotment.
35. Establish a fund, using a portion of the resident's TANF and/or SSI contribution, that combined with the resident's other countable property does not exceed a total of \$2,000 real and personal property limit for the family. If there are questions or concerns regarding the resident's property limits, Contractor shall contact the resident's assigned County Family Services Specialist case worker. The saved funds shall be returned to the resident upon leaving Contractor's facility.
36. Document the management of CalFresh benefits to include the amount collected from each individual resident, receipts for purchases using EBT cards and any other coupons, such as Women, Infants and Children (WIC) vouchers, provided to resident for emergency needs.

37. Maintain an accurate and current revenue and expenditure tracking process for CalFresh benefits, invoicing, the collection of resident fees, resident savings accounts, budgeting, and resident tracking by referral source.
38. Maintain a log of complaints and grievances expressed by residents, including those related to: zero tolerance of alcohol and drug use; abuse, neglect and domestic violence issues; food, nutrition and housing; observation of house rules, and customer satisfaction. A positive drug test is grounds for same day eviction from the Contractor's facility.
39. Attend meetings as mutually agreed to between County and Contractor with service providers.
40. Organizations providing services under this Agreement that engage in explicitly religious activities including worship, religious instruction, or proselytization, must perform activities outside of programs that are supported with funds that are the subject of this Agreement. Participation in any such explicitly religious activities must be voluntary for the recipient of the social service program. Contractor shall not discriminate against any current or prospective resident on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Contractor shall advise County referred residents of the above and provide residents who object to the religious character of the activities an alternative secular activity

#### B. FACILITY STAFF REQUIREMENTS

In addition to the staff requirements outlined in paragraph 26. "CONVICTION OF CRIME" in the body of the Agreement, Contractor shall:

1. Obtain employment fingerprint clearance and negative drug test results on all staff who work at Contractor's facility on either a full-time or part-time basis.
2. Ensure that all Contractor staff at the facility are tested for tuberculosis (TB), and receive negative results, prior to working at Contractor's facility.
3. Paragraph 26.2 in the body of this Agreement shall be deleted and replaced with the following:

Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony for these crimes.

4. Paragraph 26.3 in the body of this Agreement shall be deleted and replaced with the following:

Contractor shall ensure that all staff or volunteers are trained and oriented regarding their responsibilities under the California's Child Abuse or Neglect (penal code sections 11165.1 through 11165.6) and Elder and Dependent Adult Abuse or Neglect (Welfare & Institutions code sections 15610 et seq) Reporting Laws. Documentation of training and orientation shall be included in all staff files. It is expected that all suspected incidents of domestic violence or abuse (including child and/or elder and dependent adult abuse and neglect) shall be

reported. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

### C. EXPECTED OUTCOMES

It is expected that Contractor shall meet the following outcomes during the performance of this Agreement:

1. Contractor's facility, including common areas and grounds shall be suitable (clean, safe, and well maintained), as evidenced by site visits conducted by County, during the term of this Agreement.
2. Operate an alcohol and drug free environment with zero tolerance for use at the facility(s). Measurement of this outcome shall be evidenced by:
  - a. The number and severity of complaints the County receives on this issue and by observation during site visits.
  - b. The results of random urine drug screen included in the progress reports.
3. Provide an abuse and neglect free environment for residents and their children. Measurement of this outcome shall be evidenced by:
  - a. The number and severity of complaints the County receives on this issue and by observation during site visits.
  - b. County review of the progress reports.
4. Exercise due diligence to ensure that residents regularly attend alcohol and/or other drug treatment during their stay and, therefore, increase retention of County's residents in such programs. Measurement of this outcome shall be evidenced by:
  - a. County review of resident records.
  - b. County review of the progress reports.
5. Exercise due diligence to ensure that residents regularly attend community 12-step meetings. Measurement of this outcome shall be evidenced by:
  - a. County review of resident records.
  - b. County review of the progress reports.
6. Provide adequate food and nutrition for all residents appropriate to their age and physical condition. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.

7. Have a system in place to resolve resident complaints and grievances and those residents shall be encouraged to use it. Measurement of this outcome shall be evidenced by:
  - a. The number and severity of complaints County receives on this issue and by observation during site visits.
  - b. County review of the complaint records kept at the residential site.

III. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2015, through June 30, 2018, shall not exceed \$3,126,225. This amount shall purchase a maximum of fifty-three thousand six hundred fifty-five (53,655) standard resident bed days and eight thousand seven hundred sixty (8,760) intensive program bed days.
  - a. The maximum amount for the period July 1, 2015, through June 30, 2016, shall not exceed \$1,042,075. This amount shall purchase a maximum of seventeen thousand eight hundred eighty-five (17,885) standard resident bed days and two thousand nine hundred twenty (2,920) intensive program bed days.
  - b. The maximum amount for the period July 1, 2016, through June 30, 2017, shall not exceed \$ 1,042,075. This amount shall purchase a maximum of seventeen thousand eight hundred eighty-five (17,885) standard resident bed days and two thousand nine hundred twenty (2,920) intensive program bed days.
  - c. The maximum amount for the period July 1, 2017, through June 30, 2018, shall not exceed \$ 1,042,075. This amount shall purchase a maximum of seventeen thousand eight hundred eighty-five (17,885) standard resident bed days and two thousand nine hundred twenty (2,920) intensive program bed days.
2. This is a fixed rate, per unit of service agreement. One (1) unit of service unit of service equals one (1) bed day as follows:

<u>Description</u>	<u>Cost per unit of service</u>
Standard Resident	\$55.00
Intensive Detox Services	\$20.00
(In addition to Standard Resident rate)	

- B. This Agreement shall be effective July 1, 2015, through June 30, 2018.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.

D. Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

E. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

F. Invoices:

1. For services provided in the months of July 2015 through April 2016, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2016 are as follows:**

**May 2016 is due June 3, 2016**  
**June 2016 is due June 10, 2016**

2. For services provided in the months of July 2016 through April 2017, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2017 are as follows:**

**May 2017 is due June 2, 2017**  
**June 2017 is due June 9, 2017**

3. For services provided in the months of July 2017 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2018 are as follows:**

**May 2018 is due June 2, 2018**  
**June 2018 is due June 9, 2018**

Invoice requirements are subject to change and the Contractor shall be notified in writing.

4. Invoices shall be submitted to:

Stanislaus County Community Services Agency  
Attention: Accounts Payable Supervisor, E2A  
P.O. Box 42  
Modesto, CA 95353-0042  
(209) 558-2217

5. Invoice shall include the following: month of service, type and date of service, number of units of service billed, service rate, resident name, Encumbrance Form number and total due. Contractor shall include with each invoice submitted a list of the names of County referred residents, the date resident entered the facility, the resident vacated the facility, the total number of bed days provided, the number of children staying with the resident and the amount of TANF, Cal Fresh benefits, or SSI collected. Contractor shall submit a list of residents with the saving account balances each month with the invoice.

G. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.
4. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative.

**CLEAN AND SOBER LIVING FACILITY STANDARDS  
FOR STANISLAUS COUNTY**

REFERENCE NUMBER	INDICATOR
<b>Article 1: Physical Environment</b>	
1.	Design should encourage residents to contact each other incidentally, informally, and without status barriers.
2.	Space should be available for all residents to meet for community meetings, and to attend community events.
3.	Entrance and exit must be controlled. Human security is far preferable to electronic security.
4.	A secured locked space shall be available for resident medication.
5.	Repair, maintenance, cleanliness, and attractiveness are critical elements in the life of the house. This includes grounds and driveways surrounding the facility.
6.	Residents should feel the place is their own.
7.	Space should be adequate to accommodate each individual comfortably and with dignity and respect.
8.	Each facility shall have a living room area with adequate space for participants to assemble for social or other group activities.
9.	Each facility shall have a dining area suitably furnished for group or individual meal service.
10.	Sleeping rooms shall be adequate to provide a bed and private space for each resident.
11.	Bathrooms shall be conveniently located and sufficient to provide adequate facilities for health, hygiene and privacy for each resident.
12.	Kitchen facilities shall provide cooking and storage space to meet the needs of the facility and its residents.
13.	<p>Fire Safety: Review by local fire marshal.</p> <p>The following minimum fire prevention requirements shall be followed:</p> <ol style="list-style-type: none"> <li>There shall be no smoking in the house;</li> <li>Smoking materials shall be disposed of safely, There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas,</li> <li>Stoves and cooking areas shall be kept clean of grease accumulation,</li> <li>Smoke detectors and fire extinguisher shall be installed,</li> <li>Exit doors shall be clearly marked and readily available,</li> <li>Fire drills from sleeping areas should be encouraged.</li> <li>Residents shall be trained on use of fire extinguishers.</li> </ol>
14.	<p>Health Standards:</p> <p>The following minimum health maintenance measures shall be followed:</p> <ol style="list-style-type: none"> <li>There shall be adequate space for food storage,</li> <li>All food shall be stored in covered containers, or properly wrapped and dated,</li> <li>Perishable items shall be refrigerated,</li> <li>Adequate refrigeration in good repair shall be available,</li> <li>All dishes and cooking implements shall be washed upon use,</li> <li>There shall be adequate hot water for dish washing and disinfecting,</li> <li>Bathroom space shall be adequate for number of residents,</li> <li>Bathrooms shall be kept clean on a daily basis,</li> <li>Bathrooms shall provide personal privacy.</li> </ol>
<b>Article 2: Management</b>	
1.	The person in charge of the facility shall be clearly identified to all residents. This person shall be responsible for the maintenance and safety of the building.
2.	Staffing may or may not be necessary depending on the nature of the housing. At a minimum, someone must be responsible for the safety of the building, someone must be available to maintain records, to collect rent, and to register and check-out residents, and to maintain the rules of the house.
3.	Manager makes available resources available to residents as needed to attend treatment and/or AA/NA or other self-help groups as necessary for the resident's recovery.

4.	Manager agrees to make resources available to residents to resolve legal and money management difficulties, improve parenting skills, prepare for and find employment, and other resources as needed for the resident's long term recovery.
5.	If childcare is provided when the parent is not on site, the childcare must either be licensed or arranged for by the parent.
6.	If food stamps are used for congregate living, food stamp rules and regulations must be followed.
7.	All staff must be fingerprinted and cleared through the Department of Justice.
8.	A complaint and grievance procedure must be in place which measures resident satisfaction.
9.	Three (3) months notification to a resident is required for any increase in rent.

### Article 3: Record Keeping

1.	The manager in charge of the residency shall maintain formal records. The following record keeping standards are applicable to SLE: <ol style="list-style-type: none"> <li>a. Personal Data Form: Biographical personal data that provides an identification profile and emergency contact. Length of sobriety, prior recovery experience, and source of referral are appropriate.</li> <li>b. Resident Log: This is a continuing record of residents as they enter and exit residency.</li> <li>c. Resident Fee Payment Record: This record indicates the amount of resident fee due, and the date and amount of actual payment.</li> </ol>
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### Article 4: House Rules – At a minimum house rules must include:

1.	No physical, verbal, sexual or emotional abuse is permitted. A threat or act of violence may result in dismissal from the clean and sober residence.
2.	Buying, selling, using or living under the influence of alcohol or any items containing alcohol or any illegal drug is prohibited.
3.	Stealing, destruction of property and vandalism anywhere on the premises is prohibited.
4.	Firearms, weapons or ammunition are not permitted on the premises.
5.	A positive drug test may be grounds for eviction from the clean and sober residence and discontinuance of funding.
6.	Gambling is prohibited.
7.	Curfew and room times as set by the individual Clean and Sober Living Facility must be observed.
8.	Fully participate in job readiness training and job search as appropriate.
9.	Perform assigned routine housekeeping chores.
10.	Room and personal area must be kept neat and clean.
11.	Bed must be made on a daily basis.
12.	Attend and participate in house meetings and activities.
13.	Agree to smoke only in designated areas outside the house.
14.	Maintain your own personal property.
15.	No drinking of alcohol or items containing alcohol or using illegal drugs at any time.
16.	<b>No alcohol, items containing alcohol or illegal drugs shall be brought onto the premises at any time.</b>
17.	<b>Rent must be paid on time.</b>
18.	Mandatory attendance at weekly house meeting.

### Article 5: Residency Requirements

1.	A desire to live a clean and sober life style.
2.	Completion of a formal alcohol or drug recovery program, or documented continued stable participation in a self-help group or treatment program.
3.	A willingness to abide by all house rules as documented in a signed residential Agreement.
4.	Resident must fully participate in developing and complying with plans for resolving legal and money management difficulties, participate in parent education, job readiness training in obtaining employment, etc.



**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES  
JULY 1, 2015 THROUGH JUNE 30, 2018**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **NIRVANA DRUG AND ALCOHOL TREATMENT INSTITUTE** ("Contractor"), a non-profit corporation with an effective date of July 1, 2015.

**RECITALS**

WHEREAS, the County has a need for clean and sober living environment services for Community Services Agency; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits,

disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 2.3 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, state and federal funds.

### 3. TERM

- 3.1 The term of this Agreement shall be from the Effective Date through **June 30, 2018**, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.
- 3.5 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,

- D. Upon failure to make payroll payments; or,
- E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
- F. Upon failure to substantially meet other financial obligations; or,
- G. Upon service or a writ of attachment by creditors of Contractor.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Contractor that the performance of these services and work shall require the Contractor to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

- 7.1.1 General Liability Insurance: Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- 7.1.2 Automobile Liability Insurance: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 7.1.3 Workers' Compensation Insurance: Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it shall be responsible for and pay any self-insured retention or deductible and shall pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.
- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; the County must approve lesser ratings in writing.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal

injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

- 8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONTRACTOR

- 9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 9.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. Contractor shall determine all terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law.
- 9.5 It is understood and agreed that as an independent contractor and not an employee of

County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

- 9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 9.7 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as described in section 10.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit for each Contractor's fiscal years included in term of this Agreement when Contractor reimbursement exceeds \$45,000 per fiscal year. Further, entities receiving in excess of \$750,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted

Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profits.

- 10.8 The annual audit requirement in section 10.7 is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources including but not limited to federal, state and local funds, during the fiscal year, are less than \$100,000.
  - B. The Contractor is in compliance with all other Agreement requirements.
  - C. An audit was performed on one of the preceding two (2) years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County.
    - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified.
    - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards.
    - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance.
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program.
      - c. Known or likely questioned costs.
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with section 10, within one hundred twenty (120) days of the end of the Contractor's fiscal year.



11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Contractor shall comply with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

- 12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Contractor shall have a formal process by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

- 13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates

and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Community Services Agency  
Attention: Contracts Manager  
PO Box 42  
Modesto, CA 95353

To Contractor: Nirvana Drug and Alcohol Treatment Institute  
Attention: Dane Holding, Executive Director  
1100 Kansas Avenue, Suite B  
Modesto, CA 95351

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and

executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

22.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.

22.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.
- Quality of Service: Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor shall conduct all activities with respect and courtesy for participants.

- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

25. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

26. CONVICTION OF CRIME

26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.

26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching with federal state or local funds for this or any other Agreement unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in section 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

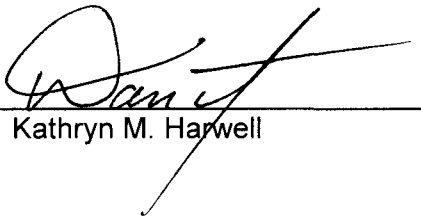
30. ENTIRE AGREEMENT

- 30.1 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each



This Agreement has been signed by the parties or their duly authorized representatives to be effective as of the date referenced on the first page.

**COUNTY OF STANISLAUS**

By:   
Kathryn M. Harwell

Title: Assistant Director

Dated: 6/24/2015

**NIRVANA DRUG AND ALCOHOL  
TREATMENT INSTITUTE**

By:   
Darfe Holding

Title: Executive Director

Dated: 6-1-15

**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

By:   
\_\_\_\_\_

Title: Deputy County Counsel

Dated: 5/27/15

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2015-262

Dated: June 16, 2015

**NIRVANA DRUG AND ALCOHOL TREATMENT INSTITUTE  
AGREEMENT TO PROVIDE  
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES  
JULY 1, 2015 THROUGH JUNE 30, 2018**

Request for Proposal/Qualifications/Information # 15-09-SS issued by Stanislaus County GSA Purchasing Division for Sober Living Environment services; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

**I. GOVERNANCE STRUCTURE:**

- A. Non-Profit Organizations: the Board of Directors shall hire a qualified Executive Director to oversee the daily operations of the Sober Living Facility. The Executive Director's performance shall be reviewed on an annual basis.
- B. The Executive Director/Manager shall be the liaison with the County's Contract Manager and will participate in County monitoring and site reviews.

**II. SCOPE OF WORK:**

**A. GENERAL SOBER LIVING SERVICES**

Contractor shall provide clean and sober living environment services at 2060 and 2061 Juanita Court Modesto.

- 1. Services may be provided under this Agreement only to those residents and in those amounts authorized by County on an Encumbrance Form. County retains the ultimate responsibility for determining eligibility of persons served under this Agreement, duration of services and assessing the continuing need for services. Services not authorized by an Encumbrance Form will not be recompensed.
- 2. Operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. Such an environment shall support the sobriety of the residents. All Child and Family Services and Welfare-to-Work County-referred residents shall have a County authorized payer source.
- 3. Prior to admission, all referred individuals must have thirty (30) days documented clean time.
- 4. On the day of admission, Contractor shall urine drug screen the resident. Resident will not be admitted with a dirty test. Exception: in the case of a positive marijuana result, the County would need to provide proof of a reduced marijuana levels through urine tests. Results of drug screening shall be emailed/faxed to County Social Worker on the day of admission.



5. Provide orientation to all incoming residents and require that all residents commit to House Rules developed by the Contractor and approved by the County and agreed to submit to a urine drug screen. In addition all residents are required to have documented continued stable participation in a self-help group or out-patient treatment program.
6. Within thirty (30) days of admission, the Contractor shall encourage and support transitional planning with the resident into a clean and stable living arrangement after the clean and sober living facility.
7. Maintain a suitable residence with a Fire Clearance issued by the local Fire Marshall, as described in EXHIBIT B, "Clean and Sober Living Facility Standards for Stanislaus County," attached hereto and, by this reference, made a part hereof. A copy of the current fire clearance shall be provided to County within five (5) days of this Agreement's effective date. Due diligence shall be exercised by Contractor related to prompt repairs and routine maintenance of the residences.
8. Provide case-related transportation for residents and, as necessary, their children, that is mutually agreed upon by County and Contractor and is included in the resident's case plan.
9. Adhere to the "Clean and Sober Living Facility Standards for Stanislaus County" (EXHIBIT B).
10. Provide appropriate amounts and types of food for residents (including visiting children), taking into consideration ages, nutritional needs and special dietary needs (ie: diabetes, food allergies, ext...).
11. Establish and maintain a Resident Council, to encourage resident governance, including the resolution of peer conflicts and resident/Contractor conflicts.
12. Provide language assistance, as necessary, for residents whose preferred language is one other than English.
13. Collaborate with County in safety planning for residents to avoid relapse.
14. Provide twenty-four (24) hour on-site Contractor oversight and management.
15. Abide by and support the resident's case and treatment plan as established by County.
16. Communicate with County case workers, including initiation of contact with those County case workers regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case managers and treatment staff.
17. To the extent permitted by law, communicate with the resident's treatment program regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case workers and treatment staff.
18. Encourage and support community volunteers who can provide role modeling and mentoring for residents.

19. Immediately communicate with County case worker when a resident is discharged from the sober living facility (including discharge for failing to adhere to House Rules) and follow-up with a written incident report within three (3) working days.
20. Immediately communicate with County case worker all incidents that could jeopardize the health and safety of resident's child(ren) and follow-up with a written incident report within three (3) working days.
21. Provide County with monthly resident progress reports, submitted every 30 days.
22. Provide Quarterly reports on the outcomes that is mutually agreed upon by the County and Contractor.
23. Maintain a clear, well-articulated and posted resident complaint and grievance procedure.
24. Maintain clear, well-articulated and posted House Rules including expectations of each resident, which are consistently enforced.
25. Complete a comprehensive intake screening of all residents to determine and access all available public and private funding sources which may provide revenue for the resident's stay.
26. Contractor house coordinators shall be assigned as the Authorized Representatives (AR) for each resident's case with the resident's permission. The AR shall receive a secondary Electronic Benefit Transaction (EBT) card with their own personal identification number (PIN) for each resident's EBT account. The Contractor shall shop for food and withdraw cash benefits using their AR EBT cards following the requirements in SCOPE OF WORK, GENERAL SOBER LIVING SERVICES, paragraphs 26 through 36 as listed below:
27. Collect from resident, on a monthly basis, an amount equivalent to 70% of the resident's total monthly household allotment of Temporary Assistance for Needy Families (TANF) and/or Supplemental Security Income (SSI), to be used as the resident's room and board payment.
28. Collect from the resident, on a monthly basis, an amount equivalent to 15% of the household total monthly allotment of TANF and/or SSI to be deposited into a separate savings account to assist the resident to find housing upon discharge. The savings account shall not exceed a total of \$2,000.
29. Ensure that 15% of the resident's total monthly household allotment of TANF and/or SSI is available to the resident for personal needs and incidentals.
30. Collect 80% of the resident's total monthly allotment of CalFresh benefits which shall be utilized by the Contractor for the resident's food and nutritional needs. CalFresh benefits shall not be used to offset food costs not associated with the benefiting resident.

31. Ensure that 20% of the resident's CalFresh total monthly allotment is available for the resident to purchase items separate than those that are being utilized in the Contractor's facility.
32. Collect from all residents \$150 of the savings identified for future housing, as a fully refundable security deposit for the property and furnishings that are supplied to the resident. The resident will attest to the condition of the property at entry and upon change of surroundings. Residents shall be responsible to return all items checked out to them and leave all furnishings and sleeping environments in acceptable condition. The \$150 refundable security deposit shall be satisfied by utilizing the resident's 15% TANF deduction for future housing. This deposit shall be refundable ten (10) business days after resident's discharge if items are returned in acceptable condition and upon inspection of unit. Resident will receive an itemized receipt for any deposit withheld
33. May retain possession of the resident's electronic benefit transaction (EBT) card for security purposes. When the resident leaves the facility, the card must be returned to the resident. Any unspent CalFresh funds must be returned to the resident's EBT CalFresh account. If the resident leaves prior to the 16<sup>th</sup> day of the month and the benefits have not been spent, Contractor shall credit one-half of the 80% of collected in CalFresh benefits to the resident's EBT CalFresh account. If the resident leaves after the 16<sup>th</sup> day of the month and the benefits have been spent, Contractor shall not credit the resident's account for any portion of the monthly allotment.
34. Establish a fund, using a portion of the resident's TANF and/or SSI contribution, that combined with the resident's other countable property does not exceed a total of \$2,000 real and personal property limit for the family. If there are questions or concerns regarding the resident's property limits, Contractor shall contact the resident's assigned County Family Services Specialist case worker. The saved funds shall be returned to the resident upon leaving Contractor's facility.
35. Document the management of CalFresh benefits to include the amount collected from each individual resident, receipts for purchases using EBT cards and any other coupons, such as Women, Infants and Children (WIC) vouchers, provided to resident for emergency needs.
36. Maintain an accurate and current revenue and expenditure tracking process for CalFresh benefits, invoicing, the collection of resident fees, resident savings accounts, budgeting, and resident tracking by referral source.
37. Maintain a log of complaints and grievances expressed by residents, including those related to: zero tolerance of alcohol and drug use; abuse, neglect and domestic violence issues; food, nutrition and housing; observation of house rules, and customer satisfaction. A positive drug test is grounds for same day eviction from the Contractor's facility.
38. Attend meetings as mutually agreed to between County and Contractor with service providers.

39. Organizations providing services under this Agreement that engage in explicitly religious activities including worship, religious instruction, or proselytization, must perform activities outside of programs that are supported with funds that are the subject of this Agreement. Participation in any such explicitly religious activities must be voluntary for the recipient of the social service program. Contractor shall not discriminate against any current or prospective resident on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Contractor shall advise County referred residents of the above and provide residents who object to the religious character of the activities an alternative secular activity

## B. FACILITY STAFF REQUIREMENTS

In addition to the staff requirements outlined in paragraph 26. "CONVICTION OF CRIME" in the body of the Agreement, Contractor shall:

1. Obtain employment fingerprint clearance and negative drug test results on all staff who work at Contractor's facility on either a full-time or part-time basis.
2. Ensure that all Contractor staff at the facility are tested for tuberculosis (TB), and receive negative results, prior to working at Contractor's facility.
3. Paragraph 26.2 in the body of the this Agreement shall be deleted and replaced with the following:

Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony for these crimes.

4. Paragraph 26.3 in the body of the this Agreement shall be deleted and replaced with the following:

Contractor shall ensure that all staff or volunteers are trained and oriented regarding their responsibilities under the California's Child Abuse or Neglect (penal code sections 11165.1 through 11165.6) and elder and Dependent Adult Abuse or Neglect (Welfare & Institutions Code Sections 15610 et seq) Reporting Laws, Documentation of training and orientation shall be included in all staff files. It is expected that all suspected incidents of domestic violence or abuse (including child and/or elder and dependent adult abuse and neglect) shall be reported. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

## C. EXPECTED OUTCOMES

It is expected that Contractor shall meet the following outcomes during the performance of this Agreement:

1. Contractor's facility, including common areas and grounds shall be suitable (clean, safe, and well maintained), as evidenced by site visits conducted by County, during the term of this Agreement.

2. Operate an alcohol and drug free environment with zero tolerance for use at the facility(s). Measurement of this outcome shall be evidenced by:
  - a. The number and severity of complaints the County receives on this issue and by observation during site visits.
  - b. The results of random urine drug screening included in the progress reports.
  
3. Provide an abuse and neglect free environment for residents and their children. Measurement of this outcome shall be evidenced by:
  - a. The number and severity of complaints the County receives on this issue and by observation during site visits.
  - b. County review of the progress reports.
  
4. Exercise due diligence to ensure that residents regularly attend alcohol and/or other drug treatment during their stay and, therefore, increase retention of County's residents in such programs. Measurement of this outcome shall be evidenced by:
  - a. County review of resident records.
  - b. County review of the progress reports.
  
5. Exercise due diligence to ensure that residents regularly attend community 12-step meetings. Measurement of this outcome shall be evidenced by:
  - a. a County review of resident records.
  - b. County review of the progress reports.
  
6. Provide adequate food and nutrition for all residents appropriate to their age and physical condition. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.
  
7. Have a system in place to resolve resident complaints and grievances and those residents shall be encouraged to use it. Measurement of this outcome shall be evidenced by:
  - a. The number and severity of complaints County receives on this issue and by observation during site visits.
  - b. County review of the complaint records kept at the residential site.

### III. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2015, through June 30, 2018, shall not exceed \$542,025. This amount shall purchase a maximum of 9,855 units of service at a fixed rate of \$55.00 per unit of service.
  - The maximum amount for the period July 1, 2015, through June 30, 2016, shall not exceed \$180,675.
  - The maximum amount for the period July 1, 2016, through June 30, 2017, shall not exceed \$180,675.
  - The maximum amount for the period July 1, 2017, through June 30, 2018, shall not exceed \$180,675.
2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) bed day

B. This Agreement shall be effective July 1, 2015, through June 30, 2018.

C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.

D. Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

E. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

F. Invoices:

1. For services provided in the months of July 2015 through April 2016, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month.

**invoices for service months of May and June 2016 are as follows:**

**May 2016 is due June 3, 2016**

**June 2016 is due June 10, 2016**

2. For services provided in the months of July 2016 through April 2017, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2017 are as follows:**

**May 2017 is due June 2, 2017**  
**June 2017 is due June 9, 2017**

3. For services provided in the months of July 2017 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2017 are as follows**

**May 2018 is due June 2, 2018**  
**June 2018 is due June 9, 2018**

Invoice requirements are subject to change and the Contractor shall be notified in writing.

4. Invoices shall be submitted to:

Stanislaus County Community Services Agency  
Attention: Accounts Payable Supervisor, E2A  
P.O. Box 42  
Modesto, CA 95353-0042  
(209) 558-2217

5. Invoice shall include the following: month of service, type and date of service, number of units of service billed, service rate, resident name, Encumbrance Form number and total due. Contractor shall include with each invoice submitted a list of the names of County referred residents, the date resident entered the facility, the resident vacated the facility, the total number of bed days provided, the number of children staying with the resident and the amount of TANF, Cal Fresh benefits, or SSI collected. Contractor shall submit a list of residents with the saving account balances each month with the invoice.

**G. Payments:**

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.
4. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative.

**CLEAN AND SOBER LIVING FACILITY STANDARDS  
FOR STANISLAUS COUNTY**

REFERENCE NUMBER	INDICATOR
<b>Article 1: Physical Environment</b>	
1.	Design should encourage residents to contact each other incidentally, informally, and without status barriers.
2.	Space should be available for all residents to meet for community meetings, and to attend community events.
3.	Entrance and exit must be controlled. Human security is far preferable to electronic security.
4.	A secured locked space shall be available for resident medication.
5.	Repair, maintenance, cleanliness, and attractiveness are critical elements in the life of the house. This includes grounds and driveways surrounding the facility.
6.	Residents should feel the place is their own.
7.	Space should be adequate to accommodate each individual comfortably and with dignity and respect.
8.	Each facility shall have a living room area with adequate space for participants to assemble for social or other group activities.
9.	Each facility shall have a dining area suitably furnished for group or individual meal service.
10.	Sleeping rooms shall be adequate to provide a bed and private space for each resident.
11.	Bathrooms shall be conveniently located and sufficient to provide adequate facilities for health, hygiene and privacy for each resident.
12.	Kitchen facilities shall provide cooking and storage space to meet the needs of the facility and its residents.
13.	<p>Fire Safety: Review by local fire marshal. The following minimum fire prevention requirements shall be followed:</p> <ul style="list-style-type: none"> <li>a. There shall be no smoking in the house;</li> <li>b. Smoking materials shall be disposed of safely, There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas,</li> <li>c. Stoves and cooking areas shall be kept clean of grease accumulation,</li> <li>d. Smoke detectors and fire extinguisher shall be installed,</li> <li>e. Exit doors shall be clearly marked and readily available,</li> <li>f. Fire drills from sleeping areas should be encouraged.</li> <li>g. Residents shall be trained on use of fire extinguishers.</li> </ul>
14.	<p>Health Standards: The following minimum health maintenance measures shall be followed:</p> <ul style="list-style-type: none"> <li>a. There shall be adequate space for food storage,</li> <li>b. All food shall be stored in covered containers, or properly wrapped and dated,</li> <li>c. Perishable items shall be refrigerated,</li> <li>d. Adequate refrigeration in good repair shall be available,</li> <li>e. All dishes and cooking implements shall be washed upon use,</li> <li>f. There shall be adequate hot water for dish washing and disinfecting,</li> <li>g. Bathroom space shall be adequate for number of residents,</li> <li>h. Bathrooms shall be kept clean on a daily basis,</li> <li>i. Bathrooms shall provide personal privacy.</li> </ul>
<b>Article 2: Management</b>	
1.	The person in charge of the facility shall be clearly identified to all residents. This person shall be responsible for the maintenance and safety of the building.
2.	Staffing may or may not be necessary depending on the nature of the housing. At a minimum, someone must be responsible for the safety of the building, someone must be available to maintain records, to collect rent, and to register and check-out residents, and to maintain the rules of the house.
3.	Manager makes available resources available to residents as needed to attend treatment and/or AA/NA or other self-help groups as necessary for the resident's recovery.



4.	Manager agrees to make resources available to residents to resolve legal and money management difficulties, improve parenting skills, prepare for and find employment, and other resources as needed for the resident's long term recovery.
5.	If childcare is provided when the parent is not on site, the childcare must either be licensed or arranged for by the parent.
6.	If food stamps are used for congregate living, food stamp rules and regulations must be followed.
7.	All staff must be fingerprinted and cleared through the Department of Justice.
8.	A complaint and grievance procedure must be in place which measures resident satisfaction.
9.	Three (3) months notification to a resident is required for any increase in rent.

### Article 3: Record Keeping

1.	The manager in charge of the residency shall maintain formal records. The following record keeping standards are applicable to SLE: <ol style="list-style-type: none"> <li>Personal Data Form: Biographical personal data that provides an identification profile and emergency contact. Length of sobriety, prior recovery experience, and source of referral are appropriate.</li> <li>Resident Log: This is a continuing record of residents as they enter and exit residency.</li> <li>Resident Fee Payment Record: This record indicates the amount of resident fee due, and the date and amount of actual payment.</li> </ol>
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### Article 4: House Rules – At a minimum house rules must include:

1.	No physical, verbal, sexual or emotional abuse is permitted. A threat or act of violence may result in dismissal from the clean and sober residence.
2.	Buying, selling, using or living under the influence of alcohol or any items containing alcohol or any illegal drug is prohibited.
3.	Stealing, destruction of property and vandalism anywhere on the premises is prohibited.
4.	Firearms, weapons or ammunition are not permitted on the premises.
5.	A positive drug test may be grounds for eviction from the clean and sober residence and discontinuance of funding.
6.	Gambling is prohibited.
7.	Curfew and room times as set by the individual Clean and Sober Living Facility must be observed.
8.	Fully participate in job readiness training and job search as appropriate.
9.	Perform assigned routine housekeeping chores.
10.	Room and personal area must be kept neat and clean.
11.	Bed must be made on a daily basis.
12.	Attend and participate in house meetings and activities.
13.	Agree to smoke only in designated areas outside the house.
14.	Maintain your own personal property.
15.	No drinking of alcohol or items containing alcohol or using illegal drugs at any time.
16.	<b>No alcohol, items containing alcohol or illegal drugs shall be brought onto the premises at any time.</b>
17.	<b>Rent must be paid on time.</b>
18.	Mandatory attendance at weekly house meeting.

### Article 5: Residency Requirements

1.	A desire to live a clean and sober life style.
2.	Completion of a formal alcohol or drug recovery program, or documented continued stable participation in a self-help group or treatment program.
3.	A willingness to abide by all house rules as documented in a signed residential Agreement.
4.	Resident must fully participate in developing and complying with plans for resolving legal and money management difficulties, participate in parent education, job readiness training in obtaining employment, etc.

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES  
JULY 1, 2015 THROUGH JUNE 30, 2018**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and VALLEY RECOVERY RESOURCES ("Contractor"), a non-profit corporation with an effective date of July 1, 2015.

WHEREAS a rate revision is needed; and

WHEREAS a rate revision requires additional funds and the Agreement maximum is being increased by \$53 from \$3,126,225 to \$3,126,278 and

WHEREAS Paragraph 18. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

EXHIBIT A, III. COMPENSATION:, A. Costs: is hereby deleted and replaced with the following:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2015, through June 30, 2018, shall not exceed \$3,126,278. This amount shall purchase a maximum of forty-seven thousand four hundred sixty-two (47,462) standard resident bed days and eight thousand eight hundred forty (8,840) intensive detox services.
  - a. The maximum amount for the period July 1, 2015, through June 30, 2016, shall not exceed \$1,042,075. This amount shall purchase a maximum of seventeen thousand eight hundred eighty-five (17,885) standard resident bed days and two thousand nine hundred twenty (2,920) intensive detox services.
  - b. The maximum amount for the period July 1, 2016, through June 30, 2017, shall not exceed \$1,042,075. This amount shall purchase a maximum of seventeen thousand eight hundred eighty-five (17,885) standard resident bed days and two thousand nine hundred twenty (2,920) intensive detox services.
  - c. The maximum amount for the period July 1, 2017, through June 30, 2018, shall not exceed \$1,042,128. This amount shall purchase a maximum of eleven thousand six hundred ninety-two (11,692) standard resident bed days and three thousand (3,000) intensive detox services.
2. This is a fixed rate, per unit of service agreement.
  - a. For the time period July 1, 2015, through June 30, 2017, one (1) unit of service equals one (1) bed day or one (1) intensive detox service as follows:

<u>Description</u>	<u>Cost per unit of service</u>
Standard Resident Bed Day	\$55.00
Intensive Detox Services (in addition to Standard Resident Bed Day rate)	\$20.00

- b. For the time period July 1, 2017, through June 30, 2018, one (1) unit of service equals one (1) bed day or one (1) intensive detox service as follows:

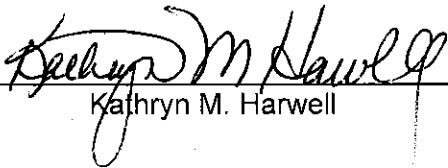
<u>Description</u>	<u>Cost per unit of service</u>
Standard Resident Bed Day	\$84.00
Intensive Detox Services (in addition to Standard Resident Bed Day rate)	\$20.00

**All other terms and conditions of the Agreement shall remain in full force and effect.**

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This Agreement has been signed by the parties or their duly authorized representatives to be effective as of the date referenced on the first page.

**COUNTY OF STANISLAUS**

By:   
Kathryn M. Harwell

Title: Director

Dated: 8/22/17

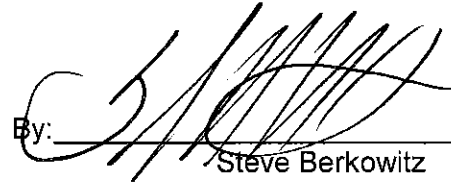
**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

By: 

Title: Deputy County Counsel

Dated: 7/31/17

**VALLEY RECOVERY RESOURCES**

By:   
Steve Berkowitz

Title: Executive Director

Dated: 8-16-2017

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2015-262

Dated: June 16, 2015