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

DEPT: Community Services Agency BOARD AGENDA:6.B.11
AGENDA DATE: July 31, 2018

SUBJECT:

ATTEST:

Approval to Award Agreements with Nirvana Drug and Alcohol Treatment Institute and Valley Recovery Resources for the Provision of Sober Living Environment Services to Stanislaus County Residents on Behalf of the Community Services Agency

BOARD ACTION AS FOLL	ows:	RESOLUTION NO. 2018-039 1
On motion of Supervisor _ Mon		Seconded by SupervisorOlsen
		ith, and Chairman DeMartini
Excused or Absent: Supervisors	s: None	
Abstaining: Supervisor:	None	
1) X Approved as recom		
2) Denied		
3) Approved as amend	ded	
4) Other:		
MOTION:		

ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Community Services Agency BOARD AGENDA:6.B.11

AGENDA DATE: July 31, 2018 CONSENT:

-

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval to Award Agreements with Nirvana Drug and Alcohol Treatment Institute and Valley Recovery Resources for the Provision of Sober Living Environment Services to Stanislaus County Residents on Behalf of the Community Services Agency

STAFF RECOMMENDATION:

- 1. Approve the award of the agreements with Nirvana Drug and Alcohol Treatment Institute and Valley Recovery Resources for the provision of Sober Living Environment Services, as a result of a Request for Proposal process for such services.
- 2. Authorize the Community Services Agency Director, or her designee, to sign the agreements, and any amendments up to \$75,000 for each.

DISCUSSION:

On October 24, 2017 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 (CSA) for the provision of Sober Living Environment Services.

The goal of the RFP was to generate proposals for Sober Living Environment services to be provided through community-based organizations to benefit the 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 case plan. The focus of these plans is on child safety and family self-sufficiency, providing substance abuse services, supportive services, as well as services to support mental health services, employment and educational counseling, medical care, child care, housing and transportation.

The RFP was issued on January 5, 2018 and sent electronically to 500 vendors, 24 of which downloaded the RFP. A non-mandatory proposal conference was held on January 16, 2018 and 2 vendors attended. The RFP closed on February 7, 2018 and GSA received complete responses from the proposers listed below:

- Nirvana Drug and Alcohol Treatment Program Modesto, CA
- Valley Recovery Resources Modesto, CA

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 were selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County's Community Services Agency Department, Behavioral Health and Recovery Services and the Chief Executive Office.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of the proposer's qualification proposal. The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score for the proposer.

Phase II	Total Available 100 Points	Nirvana Drug and Alcohol Treatment Program	Valley Recovery Services
Total Average Points		76.00	85.74

In Phase III, County Purchasing evaluates the proposed budget forms using a weighted average, with the lowest price assigned 100% of the points possible. Awards were made to the vendors whose proposal met the criteria set forth in the RFP and meets the contracted service needs of the County, with proposed budget and all other factors considered

POLICY ISSUE:

Approval of the agreements with Nirvana Drug and Alcohol Treatment Program and Valley Recovery Services as result of a Request for Proposal process allows the Community Service Agency to meet the County Purchasing Department's procurement guidelines. The guidelines state that non-professional contracted services that have reached a \$45,000 cumulative level and have not been competitively procured or those that have been previously competitively procured but have now reached the maximum three-year term imposed in the California Department of Social Services Management and Office Procedure 23-621, shall be competitively procured.

FISCAL IMPACT:

The total cost of the Sober Living Environment Service agreements is \$1,327,846 for the period of August 1, 2018 through June 30, 2019. This includes \$304,470 for Nirvana Drug and Alcohol Treatment Institute and \$1,023,376 for Valley Recovery Resources. Appropriations and estimated revenues to support these agreements were approved in the CSA Fiscal Year 2018-2019 Proposed Budget. The ongoing appropriations and revenues for the awarded contracts will be included in the Community Services Agency budget submission for the subsequent fiscal years. There is no additional impact to the County General Fund associated with this item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Supporting Community Health* by meeting a community need for services that improves the health and well-being of children and families in our community.

STAFFING IMPACT:

Community Services Agency staff is available to support these 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 M. Harwell, Director (209) 558-2500

ATTACHMENT(S):

- 1. Nirvana signed agreement
- 2. Valley Recovery Resources signed agreement

AGREEMENT BETWEEN COUNTY OF STANISLAUS

COMMUNITY SERVICES AGENCY

AND NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM FOR CLEAN AND SOBER LIVING ENVIRONMENT SERVICES AUGUST 1, 2018 THROUGH JUNE 30, 2019

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 PROGRAM ("Contractor"), a nonprofit, and entered into as of the later of August 1, 2018, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

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

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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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, 2019, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to 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.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

- 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.
- 8.2 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.
- 8.3 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 service is 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.

- 8.4 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. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.

- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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-profit. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.

10.3 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. Non-discrimination

- 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 including perception of a 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 and 1102; 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.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system 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.

12. ASSIGNMENT

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. 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.

14. 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 Program

Attention: Dane Helding, Executive Director

1100 Kansas Ave Suite B Modesto, CA 95351

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. 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).

25. CONVICTION OF CRIME

25.1 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.

- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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, <u>Federal Register</u> (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 27, 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 27 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 27 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	VALLEY RECOVERY RESOURCES
By: Kathryn M. Harwell	By: Steven Berkowitz
Title: <u>Director</u>	Title: <u>Executive Director</u>
Dated: 7/3//19	Dated: 7.16-2018
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By: Some E De	Approved per BOS Item: 20/8 - 0391
Title: Deputy County Counsel	Dated: July 31, 2018
Dated:	

NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM AGREEMENT TO PROVIDE CLEAN AND SOBER LIVING ENVIRONMENT AUGUST 1, 2018 THROUGH JUNE 30, 2019

Request for Proposal #17-83-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

SCOPE OF WORK:

Contractor shall provide Clean and Sober Living Environment and Supervised Intensive Program services to individuals who are dependents of Stanislaus County and referred by Child Welfare Services (CWS) s follows:

- A. Clean and Sober Living Environment Services
 - 1. Provide clean and sober living environment services at the following locations for male residents:
 - 2060 Juanita Court, Modesto, CA 95350
 - 2061 Juanita Court, Modesto, CA 95350
 - 2064 Juanita Court, Modesto, CA 95350
 - 2. Provide a clean and sober living environment services at the following locations for all female residents:
 - 120 Nellie Street, Modesto, CA 95350
 - 3. Contractor shall operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. All locations shall be staffed twenty-four (24) hours a day seven (7) days a week.
 - 4. Contractor shall provide twenty- four (24) hour on-site oversight and management.
 - 5. Contractor shall create and post House Rules. This shall include the expectations of each resident and be shared with each individual on the day of admission.
 - 6. Contractor shall provide gender specific facilities for a parent with a child or children and to individuals residing without their children. Housing facilities shall be supervised by gender- specific staff.
 - 7. Prior to admission, all referred individuals must have thirty (30) days of documented clean time. Documented clean time shall be verified by County Social Worker prior to making a referral to Contractor.

- 8. On the day of admission, Contractor shall urine drug screen the resident. Resident will not be admitted with a dirty test.
- 9. Positive drug test shall be an exception when levels show reduced levels through a urine test. This shall be confirmed through a drug test done during admission day.
- 10. On the day of admission, Contractor shall provide orientation to all incoming residents and require that all residents commit to House Rules developed and agree to submit to a urine drug screen.
- 11. Within thirty (30) days of admission, the Contractor shall encourage and support transitional planning with the residents into a clean and stable living arrangement after the clean and sober living facility. Transitional plan shall be emailed to County Social Worker within sixty (60) days of admission.
- 12. Contractor shall provide case- related transportation for residents and children to meet resident's case plan if public transportation is not available.
- 13. Contractor shall maintain a log of complaints and grievances expressed by residents, such as the following: 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 sameday eviction from the Contractor's facility.
- 14. Attend quarterly meetings to communicate with service providers to discuss process improvements for the Clean and Sober Living Environment. During the meeting, contractor shall provide County a copy of the complaint and grievance logs.
- 15. For residents discharged for failing to adhere to House Rules, County Social Worker shall be notified prior to resident being discharge. Contractor shall call the County Social Worker and follow up with an email prior to the discharge. A written incident report shall be provided by email to County Social Worker within (48) hours of incident.
- 16. For residents discharged for failing to adhere to House Rules, a written incident report shall be provided by email to County Social Worker within forty-eight (48) hours of the incident.
- 17. Contractor shall encourage and support community volunteers who can provide role modeling and mentoring for residents transitioning into a clean and stable living arrangements.
- 18. Contractor shall provide language assistance, as necessary, for residents whose preferred language is one other than English.
- 19. Contractor's facility shall include a common area and grounds that are clean, safe and well maintained for families obtaining services. Facility shall be suitable and inspected during the site visits conducted by County for the term of this Agreement.
- 20. Adhere to the Clean and Sober Living Facility Standards for Stanislaus County (EXHIBIT C).

B. SUPERVISED INTENSIVE PROGRAM SERVICES.

- 1. Provide Supervised Intensive Program Services for male residents only at the following locations:
 - 1040 Reno Ave, Modesto, CA 95351
- 2. Individuals who complete a ten (10) day detox program approved by County shall complete twenty (20) days of Supervised Intensive Program Services.
- 3. Supervised intensive program services shall be an average of twenty (20) days depending on the resident's needs, longer than twenty (20) days durations shall be preapproved by County Program Manager but shall not exceed an additional ten (10) days.
- 4. Contractor shall house supervised intensive program services residents in a separate location than those placed at the Clean and Sober Living Environment locations.
- 5. Supervised intensive residents shall have staff twenty-four (24) hours a day seven (7) days a week with hourly resident check.
- 6. Contractor shall administer random weekly drug testing to every resident. Results shall be emailed to County Social Worker. If there is a positive drug test, County Social Worker shall be notified via phone call with a follow up email prior to the resident discharged from the facility.
- 7. Contractor shall drug test clients at the completion of the twenty (20) day program to confirm thirty (30) days of documented clean time required before transferring individuals into a Clean and Sober Living Environment Services location.
- 8. Supervised Intensive Program Services shall be provided to individuals only, with no children allowed, until the transition into a Clean and Sober Living Environment Facility happens.
- 9. Transportation services shall be supervised and residents will not be allowed to use public transportation until they are discharged from the Supervised Intensive Program facility.
- 10. County Social Worker and/or County Driver Clerk shall pick up residents as needed.
- 11. Individuals are required to attend evidence based recovery and education groups while in Supervised Program as well weekly individual counseling sessions.

C. COLLECTION OF BENEFITS AND FOOD SERVICE

- Collect from residents, 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/ Supplement Income (SSI) to be used as the resident's room and board payment.
- 2. 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. When combined with resident's other countable property shall not exceed a total of \$2,000 of the real and personal property limit for the family. The saved funds shall be returned to the resident upon leaving Contractor's facility within ten (10) business days after resident's discharge.

- 3. Ensure that 15% of the resident's total monthly household allotment of TANF and/or SSI is available of the residents personal needs and incidentals.
- 4. Collect from all residents \$150 of the savings identified for future housing as fully refundable security deposit for the property and furnishing that are supplied to the resident. The resident shall 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 furnishing 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 shall receive an itemized receipt for any deposit withheld.
- 5. If resident is discharged or leaves the facility prior to the 16th day of the month, Contractor shall credit one-half of the 70% of the collected TANF and/ or SSI allotment. Contractor will return the unspent allotment to the resident within ten (10) business days following resident's discharge.
- 6. Contractor shall provide one (1) meal a day for the residents receiving CalFresh. This shall include a meal for the children living and visiting; taking into consideration ages, nutritional needs and special dietary needs (ie: diabetes, food allergies, etc...).
- 7. Residents receiving CalFresh are responsible for providing the additional two (2) meals a day. Contractor shall provide adequate storage, refrigeration space and kitchen essentials to prepare meals.
- 8. For residents who are not eligible or qualify for CalFresh, contractor shall assist residents in supplementing the necessary meals.

II. EXPECTED OUTCOMES & REPORTING

- A. Monthly Progress Reports:
 - 1. Contractor shall email County Social Worker a monthly progress report of each resident. Reports shall include the following:
 - Case notes and progress report for each resident
- B. Quarterly Reports for Clean and Sober Living Environment Services:
 - 1. All Quarterly Reports shall be emailed to the CSA Program Manager and will include the following measured outcomes:
 - Alcohol and drug free environment: outcomes will include the following:
 - i. Total number of drug screens conducted.

- ii. Total number of positive drug tests.
- iii. Total number of negative drug tests.
- b. Neglect free environment for children and living conditions for clients reporting will include:
 - Total number of complaints received in the following categories: Health Related, Living Conditions, Nutrition/ Food complaints, Complaints regarding staff members, incidents with other client, (other) detailed explanation needed.
 - ii. Total number of referrals made to Child Protective Services (CPS)
- c. Effectiveness on the Clean and Sober Living Environment Reporting will include:
 - Number of clients transported to drug treatment counseling and/ or related activities as detailed in the client's case plan. Report should include the name of the activity and the number of clients who attended each activity.
 - ii. Total number of new clients checked in SLE.
 - iii. Total number of continuing clients from previous Quarters.
 - iv. Number of clients who successfully leave SLE and have housing living arrangements prior to being discharged.
 - v. Total number of returning clients who previously voluntarily left the facility without completing the program.
 - vi. Total number of clients without children who voluntarily left the facility without completing the program.
- 2. All Quarterly Reports shall be emailed to CSA Program Manager and will include the following measured outcomes:
 - a. Effectiveness of the Supervised Intensive Program Services:
 - i. Total number of clients seen and admitted into the Supervised Intensive Program
 - ii. Average length of time each resident took part in Supervised Intensive Program services
 - iii. Total number of clients promoted to Clean and Sober Living Environment
 - iv. Total number of self- discharged residents
 - v. Total number of residents released for non-compliance

- 3. Quarterly Reports for Collection of Benefits will include the following:
 - a. Residents name
 - b. Amount of TANF and/or SSI collected.
 - Amount of TANF and/or SSI given to residents for personal needs and incidentals.
 - d. Saving account balances for each month
- 4. Contractor shall submit all Quarterly Reports thirty (30) days following the end of each quarter as listed below:
 - First Quarter: July 1st- September 30th report due on October 31st.
 - Second Quarter- October 1st December 31st report due on January 31st
 - Third Quarter- January 1st- March 31st report due on April 30th
 - Fourth Quarter- April 1st June 30th report due by July 31st

III. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.

- b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
- Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

IV. 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 August 1, 2018, through June 30, 2019, shall not exceed \$303,940. This amount shall purchase a combination of the following:

Description	Number of beds available
Clean and Sober Living Resident Bed	A maximum of thirteen (13) beds per day
Supervised Intensive Program Bed	A maximum of two (2) beds per day

2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) clean and sober living resident bed day or one (1) supervised intensive program bed day:

<u>Description</u>	Cost per unit of service
Clean and Sober Living Resident Bed	\$60.00
Supervised Intensive Program Bed	\$65.00

- B. 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.
- C. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 August 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

2. 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

οг

AccountsPavableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 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.
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall

be paid.

d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

G. Payments:

- If the conditions set forth in this Agreement are met, County shall pay, on or before
 the thirtieth (30th) day after receipt of the invoices, 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as.

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

Other insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reportina

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Canceliation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Seif-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of Insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto ~ I will not utilize a vehicle in the perform	ance of m	y work with the Cou	nty.
N/A Exempt from WC – I am exempt from providing workers' co	mpensatio	on coverage as	
required under section 1861 and 3700 of the California Labor Code.	•	•	
I acknowledge the insurance requirements listed above.		(*	
Print Name: HELDING	_ Date:	5-10-18	
Signature:	_Date:	5-10-18	_
Vendor Name: Nirvana Drug and Alcohol Program	· <u>-</u> ,		
For CEO-Risk Management Division use only			
Exception: N/A			
Approved by CEO-Risk Management Division: Reven Wasse Da	te: <u>5/14/18</u>		

CLEAN AND SOBER LIVING FACILITY STANDARDS FOR STANISLAUS COUNTY

	FOR STANISLAUS COUNTY
REFERENCE NUMBER	INDICATOR
	Physical Environnent
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.
	 The following minimum fire prevention requirements shall be followed: a. There shall be no smoking in the house; b. Smoking materials shall be disposed of safely, there shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas, c. Stoves and cooking areas shall be kept clean of grease accumulation, d. Smoke detectors and fire extinguisher shall be installed, e. Exit doors shall be clearly marked and readily available, f. Fire drills from sleeping areas should be encouraged. g. Residents shall be trained on use of fire extinguishers.
14.	Health Standards: The following minimum health maintenance measures shall be followed: a. There shall be adequate space for food storage, b. All food shall be stored in covered containers, or properly wrapped and dated, c. Perishable items shall be refrigerated, d. Adequate refrigeration in good repair shall be available, e. All dishes and cooking implements shall be washed upon use, f. There shall be adequate hot water for dish washing and disinfecting, g. Bathroom space shall be adequate for number of residents, h. Bathrooms shall provide personal privacy.
Article 2: N	Management
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 othe 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: 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. b. Resident Log: This is a continuing record of residents as they enter and exit residency. c. Resident Fee Payment Record: This record indicates the amount of resident fee due, and the date and amount of actual payment.
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.	No alcohol, items containing alcohol or illegal drugs shall be brought onto the premises at any time.
17.	Rent must be paid on time.
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.

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND VALLEY RECOVERY RESOURCES FOR CLEAN AND SOBER LIVING ENVIRONMENT SERVICES AUGUST 1, 2018 THROUGH JUNE 30, 2019

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 nonprofit, and entered into as of the later of August 1, 2018, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

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

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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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, 2019**, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to 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.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

- 8.1 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.
- 8.2 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.

- 8.3 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 service is 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.
- 8.4 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. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.

- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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-profit. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

10.1 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.

- 10.2 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.
- 10.3 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 quilty of misdemeanor.

11. Non-discrimination

- 11.1 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 including perception of a 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 seg.); California Labor Code sections 1101 and 1102; 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.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system 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.

12. ASSIGNMENT

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. 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.

14. 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: Steven Berkowitz, Executive Director

1030 California Ave Modesto, CA 95351

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. 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).

25. CONVICTION OF CRIME

25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27, 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 27 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 27 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	VALLEY RECOVERY RESOURCES
By: Kathryn M. Harwell	By: Steven Berkowitz
Title: <u>Director</u>	Title: <u>Executive Director</u>
Dated:	Dated: 7.16.2018
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By: Showed & By	Approved per BOS Item:
Title: Deputy County Counsel	Dated: July 31, 2018
Dated:	

VALLEY RECOVERY RESOURCES AGREEMENT TO PROVIDE CLEAN AND SOBER LIVING ENVIRONMENT SERVICES AUGUST 1, 2018 THROUGH JUNE 30, 2019

Request for Proposal #17-83-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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. SCOPE OF WORK:

Contractor shall provide Clean and Sober Living Environment and Supervised Intensive Program services to individuals who are dependents of Stanislaus County and referred by Child Welfare Services (CWS) and/or by StanWORKs Welfare-to-Work (WTW) as follows:

- A. Clean and Sober Living Environment Services
 - 1. Provide clean and sober living environment services at the following locations for female residents:
 - 1030 California Ave, Modesto, CA 95351
 - 416 Corson Ave, Modesto, CA 95350
 - 2. Contractor shall operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. All locations shall be staffed twenty-four (24) hours a day seven (7) days a week.
 - 3. Contractor shall provide twenty- four (24) hour on-site oversight and management.
 - 4. Contractor shall create and post House Rules. The House Rules shall include the expectations of each resident and be shared with each individual on the day of admission.
 - 5. Contractor shall provide each resident a handbook where they shall sign the House Rules, complete drug test waivers, and any other confidentially forms needed.
 - 6. Contractor shall provide housing for women and children and/or women only when seeking Clean and Sober Living Environment Services.
 - 7. Prior to admission, all referred individuals must have thirty (30) days of documented clean time. Documented clean time shall be verified by County prior to making referral to Contractor.
 - On the day of admission, Contractor shall urine drug test the resident. Resident shall 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

- level through urine test. Results of drug screening shall be emailed/ faxed to County Social Worker on day of admission.
- On the day of admission, Contractor shall provide orientation to all incoming residents and require that all residents commit to House Rules developed and agree to submit to a urine drug screen.
- 10. Contractor shall administer random monthly drug testing to every resident. Results shall be emailed to County Social Worker. If there is a positive drug test, County Social Worker shall be notified via phone call with a follow up email prior to the resident being discharged from the facility. During afterhours and weekends, Contractor shall contact County Hotline.
- 11. Within thirty (30) days of admission, the Contractor shall encourage and support transitional planning with the resident into a clean and stable living arrangement. Transitional plan shall be emailed to County Social Worker within sixty (60) days of admission.
- 12. Contractor shall maintain a log of complaints and grievances expressed by residents, such as the following: 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 sameday eviction from the Contractor's facility.
- 13. Attend monthly oversight meetings with County to discuss process improvements for the Clean and Sober Living Environment. During the monthly oversight meetings, Contractor shall allow County to review all of the complaint and grievance logs as needed.
- 14. Contractor shall participate in regular meetings as needed with case managers and treatment staff to discuss case-related issues.
- 15. Contractor shall immediately communicate by telephone and follow up via email with County Social Worker of all incidents with significant issues (safety, sobriety, health issues at the minimum) that could jeopardize the health and safety of resident's child(ren) and individuals. Follow- up with a written incident report shall be sent to County Case Worker within forty-eight (48) hours of the incident.
- 16. For residents discharged for failing to adhere to House Rules, County Social Worker shall be notified prior to resident being discharged. Contractor shall call the County Social Worker and follow up with an email prior to the discharge. A written incident report shall be provided by email to County Social Worker within (48) hours of incident.
- 17. Contractor shall provide language assistance, as necessary, for residents whose preferred language is one other than English.
- 18. Contractor's facility shall include a common area and grounds that are clean, safe and well maintained for families obtaining services. Facility shall be suitable and inspected during site visits conducted by County for the term of this Agreement.
- 19. Adhere to the "Clean and Sober Living Facility Standards for Stanislaus County" (EXHIBIT C).

B. Supervised Intensive Program Services

- 1. Provide Supervised Intensive Program Services at the following locations for female residents:
 - 1030 California Ave, Modesto, CA 95351
 - 416 Corson Ave, Modesto, CA 95350
- 2. Individuals who complete a ten (10) day detox program approved by County shall complete twenty (20) days of Supervised Intensive Program Services.
- 3. Supervised intensive program services shall be an average of twenty (20) days depending on the resident's needs, longer than twenty (20) days durations shall be preapproved by County Program Manager but shall not exceed an additional ten (10) days.
- 4. Contractor shall house supervised intensive program services residents in a separate area of each home than those placed at the Clean and Sober Living Environment.
- 5. Supervised intensive residents shall have staff twenty-four (24) hours a day seven (7) days a week with hourly resident check.
- Contractor shall administer random weekly drug testing to every resident. Results shall be emailed to County Social Worker. If there is a positive drug test, County Social Worker shall be notified via phone call with a follow up email prior to the resident discharged from the facility.
- 7. Contractor shall drug test clients at the completion of the twenty (20) day program to confirm thirty (30) days of documented clean time required before transferring individuals into a Clean and Sober Living Environment Services location.
- 8. Supervised Intensive Program Services shall be provided to individuals only, with no children allowed, until the transition into a Clean and Sober Living Environment Facility happens.
- 9. County Social Worker and/or County Driver Clerk shall pick up residents as needed.
- 10. Transportation services shall be supervised and residents will not be allowed to use public transportation until they are discharged from the Supervised Intensive Program facility.

C. Collection of Benefits and Food Service

- Collect customer benefits for the residents via the assigned POS devise installed at the Contractor's facility and as approved by United States Department of Agriculture (USDA).
- Collect 80% of the resident's total monthly allotment of CalFresh benefits and utilize the funds for the residents' food and nutritional needs. CalFresh benefits shall not be used to offset food cost not associated with benefiting residents. EBT cards shall be returned to residents once benefits have been collected by Contractor.

- 3. Ensure that 20% of the resident's CalFresh total monthly allotment is available for the residents to purchase items separate than those being utilized in the Contractor's facility.
- 4. Any unspent CalFresh funds will be returned to the resident's EBT CalFresh account. If the resident leaves prior to the 16th day of the month and the benefits have not been spent, Contractor shall credit one-half of the 80% of collected CalFresh benefits to the residents EBT. Contractor will return the unspent allotment to the resident within ten (10) business days following resident's discharge.
- 5. Document the management of CalFresh benefits to include the amount collected from each individual resident. Contractor shall keep receipts for purchases using EBT cards.
- 6. Collect from resident, on a monthly basis, an amount equivalent to 70% of residents 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.
- 7. 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 in finding housing upon discharge. The savings account shall not exceed a total of \$2,000. When combined with resident's other countable property, it shall not exceed a total of \$2,000 of the real and personal property limit for the family. The saved funds shall be returned to the resident upon leaving Contractor's facility within ten (10) business days after resident's discharge.
- 8. Ensure that 15% of the resident's total monthly household allotment of TANF and/or SSI is available to the residents for personal needs and incidentals.
- 9. Collect from all residents \$150 of the savings identified for future housing, as fully refundable security deposit for the property and furnishings supplied to the resident. The resident shall attest to the condition of the property at entry and upon change of surrounding. Residents shall be responsible to turn 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. Residents shall receive an itemized receipt for any deposit withheld.
- 10. If resident is discharged or leaves the facility prior to the 16th day of the month, Contractor shall credit-one half of the 70% of the collected TANF and/ or SSI allotment. Contractor will return the unspent allotment to the resident within ten (10) business days following resident's discharge.

II. EXPECTED OUTCOMES & REPORTING

A. Monthly Progress Reports:

- 1. Contractor shall email County Social Worker a monthly progress report of each resident. Reports shall include the following:
 - Case notes and progress report for each resident
 - Phase I, II, III within seven (7) days of completion
- B. Quarterly Reports for Clean and Sober Living Environment Services:
 - 1. All Quarterly Reports shall be emailed to the CSA Program Manager and will include the following measured outcomes:
 - a. Alcohol and drug free environment outcomes will include the following:
 - i. Total number of drug screens conducted.
 - ii. Total number of positive drug tests.
 - iii. Total number of negative drug tests.
 - b. Neglect free environment for children and living conditions for clients reporting will include:
 - i. Total number of complaints received in the following categories: Health Related, Living Conditions, Nutrition/ Food, Complaints regarding staff members, Incidents with other client(s), Other (detailed explanation needed).
 - ii. Total number of referrals made to Child Protective Services (CPS)
 - c. Effectiveness on the Clean and Sober Living Environment Reporting will include:
 - Number of clients transported to drug treatment counseling and/ or related activities as detailed in the client's case plan. Report should include the name of the activity and the number of clients who attended each activity.
 - ii. Total number of new clients checked in SLE.
 - iii. Total number of continuing clients from previous Quarters.
 - iv. Number of clients who successfully leave SLE and have housing/ living arrangements prior to being discharged.
 - v. Total number of returning clients who previously voluntarily left the facility without completing the program.
 - vi. Total number of clients without children who voluntarily left the facility without completing the program.
 - All Quarterly Reports shall be emailed to CSA Program Manager and will include the following measured outcomes:
 - a. Effectiveness of the Supervised Intensive Program Services:

- i. Total number of clients seen and admitted into the Supervised Intensive Program
- ii. Average length of time each resident took part in Supervised Intensive Program services
- iii. Total number of clients promoted to Clean and Sober Living Environment
- iv. Total number of self- discharged residents
- v. Total number of residents released for non-compliance
- 3. Quarterly Reports for Collection of Benefits will include the following:
 - a. Residents name
 - b. Amount of TANF and/or SSI collected.
 - Amount of TANF and/or SSI given to residents for personal needs and incidentals.
 - d. Amount of CalFresh collected from each resident
 - e. Saving account balances for each month
- 4. Contractor shall submit all Quarterly Reports thirty (30) days following the end of each quarter as listed below:
 - First Quarter: July 1st- September 30th report due on October 31st.
 - Second Quarter- October 1st December 31st report due on January 31st
 - Third Quarter- January 1st- March 31st report due on April 30th
 - Fourth Quarter- April 1st June 30th report due by July 31st

III. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
 - Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
 - 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

IV. 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 August 1, 2018, through June 30, 2019, shall not exceed \$1,023,376. This amount shall purchase a combination of the following:

Description	Number of beds available
Clean and Sober Living Resident Bed	A maximum of forty (40) beds per day
Supervised Intensive Program Bed	A maximum of two (2) beds per day

2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) clean and sober living resident bed day or one (1) supervised intensive program bed day:

<u>Description</u>	Cost per unit of service
Clean and Sober Living Resident Bed	\$72.00
Supervised Intensive Program Bed	\$92.00

B. 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.

- C. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 August 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

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

ОГ

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

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 staving.

- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

G. Payments:

- If the conditions set forth in this Agreement are met, County shall pay, on or before
 the thirtieth (30th) day after receipt of the invoices, 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.
- 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto ~ I will not utilize a vehicle in the performance of my work with the County.		
N/A Exempt from WC - I am exempt from providing workers' compensation coverage as		
required under section 1861 and 3700 of the California Labor Code.		
I acknowledge the insurance requirements listed above.		
Print Name: STEVEN DERKOWITZ Date: 7.16.2018		
Print Name: STEVEN DERKOWITZ Date: 7.16.2016 Signature: 1 Date: 7.16.2018		
Vendor Name: Valley Recovery Resources, Inc.		
For CEO-Risk Management Division use only		
Exception: N/A		
Approved by CEO-Risk Management Division: Alarm Management Division: 2-20-20-8		

CLEAN AND SOBER LIVING FACILITY STANDARDS FOR STANISLAUS COUNTY

REFERENCE NUMBER	INDICATOR
	hysical Environnent
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.
	 The following minimum fire prevention requirements shall be followed: a. There shall be no smoking in the house; b. Smoking materials shall be disposed of safely, there shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas, c. Stoves and cooking areas shall be kept clean of grease accumulation, d. Smoke detectors and fire extinguisher shall be installed, e. Exit doors shall be clearly marked and readily available, f. Fire drills from sleeping areas should be encouraged. g. Residents shall be trained on use of fire extinguishers.
14.	Health Standards: The following minimum health maintenance measures shall be followed: a. There shall be adequate space for food storage, b. All food shall be stored in covered containers, or properly wrapped and dated, c. Perishable items shall be refrigerated, d. Adequate refrigeration in good repair shall be available, e. All dishes and cooking implements shall be washed upon use, f. There shall be adequate hot water for dish washing and disinfecting, g. Bathroom space shall be adequate for number of residents, h. Bathrooms shall be kept clean on a daily basis, i. Bathrooms shall provide personal privacy.
Article 2: N	Management
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 othe 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 standard are applicable to SLE: 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. b. Resident Log: This is a continuing record of residents as they enter and exit residency. c. Resident Fee Payment Record: This record indicates the amount of resident fee due, and the date and amount of actual payment.
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.	No alcohol, items containing alcohol or illegal drugs shall be brought onto the premises at any time.
17.	Rent must be paid on time.
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.

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND VALLEY RECOVERY RESOURCES FOR CLEAN AND SOBER LIVING ENVIRONMENT SERVICES AUGUST 1, 2018 THROUGH JUNE 30, 2019

It is hereby mutually agreed between the COUNTY OF STANISLAUS (hereinafter referred to as "County") and VALLEY RECOVERY RESOURCES (hereinafter referred to as "Contractor"), that the Agreement entered into on August 1, 2018, for the purpose of providing shelter for Clean and Sober Living Environment and Supervised Intensive Program services; is hereby amended as follows:

WHEREAS Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: WHEREAS, I. SCOPE OF WORK: B. 8, is hereby deleted and replaced with the following:

8. Supervised Intensive Program Services shall be provided to individuals only, with no children allowed, until the transition into a Clean and Sober Living Environment Facility happens.

If there is good cause to have the client's child/children at the Contractor's facility while client is receiving Supervised Intensive Program Services, Contractor shall assess the client to determine if a waiver is recommended. If a waiver is recommended, Contractor shall contact County Social Worker who will inititate and submit a waiver to the CWS Program Manager for review, approval and/or denial.

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

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 COMMUNITY SERVICES AGENCY	VALLEY RECOVERY RESOURCES
By: Dully M. Maiwly Kathryn M. Harwell	By: Steven Berkowitz
Title: <u>Director</u>	Title: <u>Executive Director</u>
Dated: 1/3/2019	Dated: 12.26.2018
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
Ву:	Approved per BOS Item: 2018-0391
Title: Deputy County Counsel	Dated:July 31, 2018
Dated: 12-78-18	

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM FOR CLEAN AND SOBER LIVING ENVIRONMENT SERVICES AUGUST 1, 2018 THROUGH JUNE 30, 2019

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") made and entered into between the COUNTY OF STANISLAUS ("County") and NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM ("Contractor"), a nonprofit as of the later of August 1, 2018, for clean and sober living environment services is hereby amended on the 1st day of April:

WHEREAS language clarification is needed; and

WHEREAS Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

EXHIBIT A, I. SCOPE OF WORK: B. SUPERVISED INTENSIVE PROGRAM SERVICES, is hereby deleted and replaced with the following:

- 1. Provide Supervised Intensive Program Services for male residents only at the following locations:
 - 833 Maze Blvd, Modesto, CA 95358
- 2. Individuals will complete a ten (10) day withdrawal management program approved by County shall complete up to thirty (30) days of Supervised Intensive Program Services.
- 3. Supervised intensive program services shall depend on the resident's needs. Longer than thirty (30) days durations shall be preapproved by County Program Manager.
- 4. Contractor shall house supervised intensive program services residents in a separate location than those placed at the Clean and Sober Living Environment locations.
- 5. Supervised intensive residents shall have staff on site, with resident check every four (4) hours, seven (7) days a week.
- 6. Contractor shall administer random weekly drug testing to every resident. Results shall be emailed to County Social Worker. If there is a positive drug test, County Social Worker shall be notified via phone call with a follow up email prior to the resident discharged from the facility.
- 7. Contractor shall drug test clients at the completion of the twenty (20) day program to confirm thirty (30) days of documented clean time required before transferring individuals into a Clean and Sober Living Environment Services location.

- 8. Supervised Intensive Program Services shall be provided to individuals only, with no children allowed, until the transition into a Clean and Sober Living Environment Facility happens.
 - If there is good cause to have the client's child/children at the Contractor's
 facility while client is receiving Supervised Intensive Program Services,
 Contractor shall assess the client to determine if a waiver is recommended.
 If a waiver is recommended, Contractor shall contact County Social Worker
 who will initiate and submit a waiver to the CWS Program Manager for
 review, approval and/or denial.
- 9. Transportation services shall be supervised and residents will not be allowed to use public transportation until they are discharged from the Supervised Intensive Program facility.
- 10. County Social Worker and/or County Driver Clerk shall pick up residents as needed.
- 11. Individuals shall be required to attend weekly counseling sessions.

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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 COMMUNITY SERVICES AGENCY	TREATMENT PROGRAM
By: During M. Harwell Kathryn M. Harwell	By: Dane Helding
Title: Director	Title: <u>Executive Director</u>
Dated: 5714/19	Dated: 5-3-/9
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By:Amanda DeHart	Approved per BOS Item #: 2018-0391
Title: Deputy County Counsel	Dated: <u>July 31, 2018</u>

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM FOR CLEAN AND SOBER LIVING ENVIRONMENT JULY 1, 2019 THROUGH JUNE 30, 2020

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 PROGRAM ("Contractor"), a nonprofit, and entered into as of the later of July 1, 2019, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

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

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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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, 2020**, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to 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.

INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

- 8.1 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.
- 8.2 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.

- 8.3 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 service is 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.
- 8.4 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. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.

- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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-profit. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 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.
- 10.2 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.

10.3 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. Non-discrimination

- 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 including perception of a 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 and 1102; 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.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system 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.

12. ASSIGNMENT

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. 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.

14. 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 Program Attention: Dane Helding, Executive Director

1100 Kansas Ave Suite B Modesto, CA 95351

15. 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.

16. 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.

17. 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.

18. 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.

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.

20. 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.

21. GENERAL ACCOUNTABILITY

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.

- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. 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).

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.

25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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, <u>Federal Register</u> (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 27, 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 27 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 27 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM
By: Albury Tubelo for: Kathryn M. Harwell	By: Dane Helding
Fitle: Director	Title: Executive Director
Dated: 5/2/19	Dated: 4/25/19
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By:Amanda DeHart	Approved per BOS Item #2018-0391
Title: Deputy County Counsel	Dated: July 31, 2018
Dated: 4-17-19	

NIRVANA DRUG AND ALCOHOL TREATMENT PROGRAM AGREEMENT TO PROVIDE CLEAN AND SOBER LIVING ENVIRONMENT JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-83-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

SCOPE OF WORK:

Contractor shall provide Clean and Sober Living Environment and Supervised Intensive Program services to individuals who are dependents of Stanislaus County and referred by Child Welfare Services (CWS) s follows:

- A. Clean and Sober Living Environment Services
 - 1. Provide clean and sober living environment services at the following locations for male residents:
 - 2060 Juanita Court, Modesto, CA 95350
 - 2061 Juanita Court, Modesto, CA 95350
 - 2064 Juanita Court, Modesto, CA 95350
 - 2. Provide a clean and sober living environment services at the following locations for all female residents:
 - 120 Nellie Street, Modesto, CA 95350
 - 3. Contractor shall operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. All locations shall be staffed twenty-four (24) hours a day seven (7) days a week.
 - 4. Contractor shall provide twenty- four (24) hour on-site oversight and management.
 - 5. Contractor shall create and post House Rules. This shall include the expectations of each resident and be shared with each individual on the day of admission.
 - 6. Contractor shall provide gender specific facilities for a parent with a child or children and to individuals residing without their children. Housing facilities shall be supervised by gender- specific staff.
 - 7. Prior to admission, all referred individuals must have thirty (30) days of documented clean time. Documented clean time shall be verified by County Social Worker prior to making a referral to Contractor.

- 8. On the day of admission, Contractor shall urine drug screen the resident. Resident will not be admitted with a dirty test.
- Positive drug test shall be an exception when levels show reduced levels through a urine test. This shall be confirmed through a drug test done during admission day.
- 10. On the day of admission, Contractor shall provide orientation to all incoming residents and require that all residents commit to House Rules developed and agree to submit to a urine drug screen.
- 11. Within thirty (30) days of admission, the Contractor shall encourage and support transitional planning with the residents into a clean and stable living arrangement after the clean and sober living facility. Transitional plan shall be emailed to County Social Worker within sixty (60) days of admission.
- 12. Contractor shall provide case- related transportation for residents and children to meet resident's case plan if public transportation is not available.
- 13. Contractor shall maintain a log of complaints and grievances expressed by residents, such as the following: 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 sameday eviction from the Contractor's facility.
- 14. Attend quarterly meetings to communicate with service providers to discuss process improvements for the Clean and Sober Living Environment. During the meeting, contractor shall provide County a copy of the complaint and grievance logs.
- 15. For residents discharged for failing to adhere to House Rules, County Social Worker shall be notified prior to resident being discharge. Contractor shall call the County Social Worker and follow up with an email prior to the discharge. A written incident report shall be provided by email to County Social Worker within (48) hours of incident.
- 16. For residents discharged for failing to adhere to House Rules, a written incident report shall be provided by email to County Social Worker within forty-eight (48) hours of the incident.
- 17. Contractor shall encourage and support community volunteers who can provide role modeling and mentoring for residents transitioning into a clean and stable living arrangements.
- 18. Contractor shall provide language assistance, as necessary, for residents whose preferred language is one other than English.
- 19. Contractor's facility shall include a common area and grounds that are clean, safe and well maintained for families obtaining services. Facility shall be suitable and inspected during the site visits conducted by County for the term of this Agreement.
- 20. Contractor shall adhere to the Clean and Sober Living Facility Standards for Stanislaus County (EXHIBIT C).

B. SUPERVISED INTENSIVE PROGRAM SERVICES

- 1. Provide Supervised Intensive Program Services for male residents only at the following locations:
 - 833 Maze Blvd, Modesto, CA 95358
- 2. Individuals will complete a ten (10) withdrawal management program approved by County shall complete up to thirty (30) days of Supervised Intensive Program Services.
- 3. Supervised intensive program services shall depend on the resident's needs, longer than thirty (30) days durations shall be preapproved by County Program Manager.
- 4. Contractor shall house supervised intensive program services residents in a separate location than those placed at the Clean and Sober Living Environment locations.
- 5. Supervised intensive residents shall have staff on site, with resident check every four (4) hours, seven (7) days a week.
- 6. Contractor shall administer random weekly drug testing to every resident. Results shall be emailed to County Social Worker. If there is a positive drug test, County Social Worker shall be notified via phone call with a follow up email prior to the resident discharged from the facility.
- 7. Contractor shall drug test clients at the completion of the twenty (20) day program to confirm thirty (30) days of documented clean time required before transferring individuals into a Clean and Sober Living Environment Services location.
- 8. Supervised Intensive Program Services shall be provided to individuals only, with no children allowed, until the transition into a Clean and Sober Living Environment Facility happens.
 - If there is good cause to have the client's child/children at the Contractor's
 facility while client is receiving Supervised Intensive Program Services,
 Contractor shall assess the client to determine if a waiver is recommended.
 If a waiver is recommended, Contractor shall contact County Social Worker
 who will initiate and submit a waiver to the CWS Program Manager for
 review, approval and/or denial.
- 9. Transportation services shall be supervised and residents will not be allowed to use public transportation until they are discharged from the Supervised Intensive Program facility.
- 10. County Social Worker and/or County Driver Clerk shall pick up residents as needed.
- 11. Individuals shall be required to attend weekly counseling sessions.

C. COLLECTION OF BENEFITS AND FOOD SERVICE

1. 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/ Supplement Security Income (SSI) to be used as the resident's room and board payment.

- 2. 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. When combined with resident's other countable property shall not exceed a total of \$2,000 of the real and personal property limit for the family. The saved funds shall be returned to the resident upon leaving Contractor's facility within ten (10) business days after resident's discharge.
- 3. Ensure that 15% of the resident's total monthly household allotment of TANF and/or SSI is available of the residents personal needs and incidentals.
- 4. Collect from all residents \$150 of the savings identified for future housing as fully refundable security deposit for the property and furnishing that are supplied to the resident. The resident shall 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 furnishing 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 shall receive an itemized receipt for any deposit withheld.
- 5. If resident is discharged or leaves the facility prior to the 16th day of the month, Contractor shall credit one-half of the 70% of the collected TANF and/ or SSI allotment. Contractor will return the unspent allotment to the resident within ten (10) business days following resident's discharge.
- 6. Contractor shall provide one (1) meal a day for the residents receiving CalFresh. This shall include a meal for the children living and visiting; taking into consideration ages, nutritional needs and special dietary needs (ie: diabetes, food allergies, etc...).
- 7. Residents receiving CalFresh are responsible for providing the additional two (2) meals a day. Contractor shall provide adequate storage, refrigeration space and kitchen essentials to prepare meals.
- 8. For residents who are not eligible or qualify for CalFresh, contractor shall assist residents in supplementing the necessary meals.

II. EXPECTED OUTCOMES & REPORTING

- A. Monthly Progress Reports:
 - 1. Contractor shall email County Social Worker a monthly progress report of each resident. Reports shall include the following:
 - Case notes and progress report for each resident
- B. Quarterly Reports for Clean and Sober Living Environment Services:

- 1. All Quarterly Reports shall be emailed to the CSA Program Manager and will include the following measured outcomes:
 - a. Alcohol and drug free environment: outcomes will include the following:
 - i. Total number of drug screens conducted.
 - ii. Total number of positive drug tests.
 - iii. Total number of negative drug tests.
 - b. Neglect free environment for children and living conditions for clients reporting will include:
 - i. Total number of complaints received in the following categories: Health Related, Living Conditions, Nutrition/ Food complaints, Complaints regarding staff members, incidents with other client, (other) detailed explanation needed.
 - ii. Total number of referrals made to Child Protective Services (CPS)
 - c. Effectiveness on the Clean and Sober Living Environment Reporting will include:
 - Number of clients transported to drug treatment counseling and/ or related activities as detailed in the client's case plan. Report should include the name of the activity and the number of clients who attended each activity.
 - ii. Total number of new clients checked in SLE.
 - iii. Total number of continuing clients from previous Quarters.
 - iv. Number of clients who successfully leave SLE and have housing living arrangements prior to being discharged.
 - v. Total number of returning clients who previously voluntarily left the facility without completing the program.
 - vi. Total number of clients without children who voluntarily left the facility without completing the program.
- 2. All Quarterly Reports shall be emailed to CSA Program Manager and will include the following measured outcomes:
 - a. Effectiveness of the Supervised Intensive Program Services:
 - i. Total number of clients seen and admitted into the Supervised Intensive Program
 - ii. Average length of time each resident took part in Supervised Intensive Program services

- iii. Total number of clients promoted to Clean and Sober Living Environment
- iv. Total number of self- discharged residents
- v. Total number of residents released for non-compliance
- 3. Quarterly Reports for Collection of Benefits will include the following:
 - a. Residents name
 - b. Amount of TANF and/or SSI collected
 - c. Amount of TANF and/or SSI given to residents for personal needs and incidentals.
 - d. Saving account balances for each month
- 4. Contractor shall submit all Quarterly Reports thirty (30) days following the end of each quarter as listed below:
 - First Quarter: July 1st- September 30th report due on October 31st.
 - Second Quarter- October 1st December 31st report due on January 31st
 - Third Quarter- January 1st- March 31st report due on April 30th
 - Fourth Quarter- April 1st June 30th report due by July 31st

III. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.

- 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
- 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

IV. 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, 2019, through June 30, 2020, shall not exceed \$333,060. This amount shall purchase a combination of the following:

Description:	Number of bed available:
Clean and Sober Living Resident Bed	A maximum of thirteen (13) beds per day
Supervised Intensive Program Bed	A maximum of two (2) beds per day

2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) clean and sober living resident bed day or one (1) supervised intensive program bed day:

Description:	Cost per unit of service:	
Clean and Sober Living Resident Bed	\$60.00	
Supervised Intensive Program Bed	\$65.00	

- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- 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. Contractor agrees to sign and comply with the Assurance of Compliance Form.

- E. 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.
- F. 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.

G. Invoices:

1. For services provided in the months of July 2019 through April 2019, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April

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

Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 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.
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.

- b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. 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 invoices, 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

ISIGNATURES SET FORTH ON THE FOLLOWING PAGE

N/A Exempt from Auto – I will not utilize a vehicle in the perform	nance of my work with the County.
N/A Exempt from WC – I am exempt from providing workers' co	
required under section 1861 and 3700 of the California Labor Code.	
I acknowledge the insurance requirements listed above.	(1 2/5 1/
Print Name: // Le ling	_ Date: _ 9 - 63 - 19
Signature:	Date: 4-25-19
Vendor Name: Nirvana Drug & Alcohol Treatment P	rogram '
	•
For CEO-Risk Management Division use only	and the second s
Exception:	
Approved by CEO-Risk Management Division:	Date: 04/29/2019

Page 4

Insurance Requirements for Most Contracts 2019

CLEAN AND SOBER LIVING FACILITY STANDARDS FOR STANISLAUS COUNTY

REFERENCE NUMBER	INDICATOR
	Physical Environnent
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.	Fire Safety: Review by local fire marshall. The following minimum fire prevention requirements shall be followed: a. There shall be no smoking in the house; b. Smoking materials shall be disposed of safely, there shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas, c. Stoves and cooking areas shall be kept clean of grease accumulation, d. Smoke detectors and fire extinguisher shall be installed, e. Exit doors shall be clearly marked and readily available, f. Fire drills from sleeping areas should be encouraged. g. Residents shall be trained on use of fire extinguishers. Health Standards: The following minimum health maintenance measures shall be followed: a. There shall be adequate space for food storage, b. All food shall be stored in covered containers, or properly wrapped and dated, c. Perishable items shall be refrigerated, d. Adequate refrigeration in good repair shall be available, e. All dishes and cooking implements shall be washed upon use, f. There shall be adequate hot water for dish washing and disinfecting, g. Bathroom space shall be adequate for number of residents,
Article 2: N	h. Bathrooms shall be kept clean on a daily basis, i. Bathrooms shall provide personal privacy. //Anagement
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: 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. b. Resident Log: This is a continuing record of residents as they enter and exit residency. c. Resident Fee Payment Record: This record indicates the amount of resident fee due, and the date and amount of actual payment.
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.	No alcohol, items containing alcohol or illegal drugs shall be brought onto the premises at any time.
17.	Rent must be paid on time.
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.

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY

AND VALLEY RECOVERY RESOURCES dba REDWOOD FAMILY CENTER FOR CLEAN AND SOBER LIVING ENVIRONMENT SERVICES JULY 1, 2019 THROUGH JUNE 30, 2020

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 DBA REDWOOD FAMILY CENTER ("Contractor"), a non-profit, as of the later of July 1, 2019, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

WHEREAS, the County has a need for clean and sober living environment services; 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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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**, **2020**, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to 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.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

- 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.
- 8.2 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.

- 8.3 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 service is 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.
- 8.4 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. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.

- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- Ontractor expending 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-profit. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

10.1 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.

- 10.2 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.
- 10.3 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. Non-discrimination

- 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 including perception of a 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 and 1102; 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.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system 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.

12. ASSIGNMENT

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. 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.

14. 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 dba Redwood Family Center

Attention: Steven Berkowitz, Executive Director

1030 California Ave Modesto, CA 95351

15. 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.

16. 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.

17. 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.

18. 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.

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.

20. 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.

21. GENERAL ACCOUNTABILITY

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.

- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. 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).

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.

25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, CFR 180, 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 27, 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 27 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 27 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	VALLEY RECOVERY RESOURCES dba REDWOOD FAMILY CENTER
By: Kathryn M. Harwell	By: Steven Berkowitz
Title: Director	Title: Executive Director
Dated: 4/12/19	Dated: 6.3.19
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Amanda DeHart	Approved per BOS Item: 2018-0391
Title: Deputy County Counsel	Dated: July 31, 2018
Dated: 5-24-19	

VALLEY RECOVERY RESOURCES AGREEMENT TO PROVIDE CLEAN AND SOBER LIVING ENVIRONMENT SERVICES JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-83-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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. SCOPE OF WORK:

Contractor shall provide Clean and Sober Living Environment services and Supervised Intensive Program services to individuals who are dependents of Stanislaus County and referred by Child Welfare Services (CWS) and/or by StanWORKs Welfare-to-Work (WTW) as follows:

- A. Clean and Sober Living Environment Services
 - 1. Provide clean and sober living environment services at the following locations for female residents:
 - 1030 California Ave, Modesto, CA 95351
 - 416 Corson Ave, Modesto, CA 95350
 - 2. Contractor shall operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. All locations shall be staffed twenty-four (24) hours a day seven (7) days a week.
 - Contractor shall provide twenty- four (24) hour on-site oversight and management.
 - Contractor shall create and post House Rules. The House Rules shall include the expectations of each resident and be shared with each individual on the day of admission.
 - 5. Contractor shall provide each resident a handbook where they shall sign the House Rules, complete drug test waivers, and any other confidentially forms needed.
 - 6. Contractor shall provide housing for women and children and/or women only when seeking Clean and Sober Living Environment Services.
 - 7. Prior to admission, all referred individuals must have thirty (30) days of documented clean time. Documented clean time shall be verified by County prior to making referral to Contractor.
 - 8. On the day of admission, Contractor shall urine drug test the resident. Resident shall 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 level through urine

- test. Results of drug screening shall be emailed/ faxed to County Social Worker on day of admission.
- 9. On the day of admission, Contractor shall provide orientation to all incoming residents and require that all residents commit to House Rules developed and agree to submit to a urine drug screen.
- 10. Contractor shall administer random monthly drug testing to every resident. Results shall be emailed to County Social Worker. If there is a positive drug test, County Social Worker shall be notified via phone call with a follow up email prior to the resident being discharged from the facility. During afterhours and weekends, Contractor shall contact County Hotline.
- 11. Within thirty (30) days of admission, the Contractor shall encourage and support transitional planning with the resident into a clean and stable living arrangement. Transitional plan shall be emailed to County Social Worker within sixty (60) days of admission.
- 12. Contractor shall maintain a log of complaints and grievances expressed by residents, such as the following: 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 sameday eviction from the Contractor's facility.
- 13. Attend monthly oversight meetings with County to discuss process improvements for the Clean and Sober Living Environment. During the monthly oversight meetings, Contractor shall allow County to review all of the complaint and grievance logs as needed.
- 14. Contractor shall participate in regular meetings as needed with case managers and treatment staff to discuss case-related issues.
- 15. Contractor shall immediately communicate by telephone and follow up via email with County Social Worker of all incidents with significant issues (safety, sobriety, health issues at the minimum) that could jeopardize the health and safety of resident's child(ren) and individuals. Follow- up with a written incident report shall be sent to County Case Worker within forty-eight (48) hours of the incident.
- 16. For residents discharged for failing to adhere to House Rules, County Social Worker shall be notified prior to resident being discharged. Contractor shall call the County Social Worker and follow up with an email prior to the discharge. A written incident report shall be provided by email to County Social Worker within (48) hours of incident.
- 17. Contractor shall provide language assistance, as necessary, for residents whose preferred language is one other than English.
- 18. Contractor's facility shall include a common area and grounds that are clean, safe and well maintained for families obtaining services. Facility shall be suitable and inspected during site visits conducted by County for the term of this Agreement.
- 19. Adhere to the "Clean and Sober Living Facility Standards for Stanislaus County" (EXHIBIT C).

B. Supervised Intensive Program Services

- 1. Provide Supervised Intensive Program Services at the following locations for female residents:
 - 1030 California Ave, Modesto, CA 95351
 - 416 Corson Ave, Modesto, CA 95350
- 2. Individuals who complete a withdrawal management program approved by County shall complete up to thirty (30) days of Supervised Intensive Program Services.
- 3. Supervised intensive program services shall depend on the resident's needs, longer than thirty (30) days durations shall be preapproved by County Program Manager.
- 4. Contractor shall house supervised intensive program services residents in a separate area of each home than those placed at the Clean and Sober Living Environment.
- 5. Supervised intensive residents shall have staff twenty-four (24) hours a day seven (7) days a week with hourly resident check.
- 6. Contractor shall administer random weekly drug testing to every resident. Results shall be emailed to County Social Worker. If there is a positive drug test, County Social Worker shall be notified via phone call with a follow up email prior to the resident discharged from the facility.
- 7. Contractor shall drug test clients at the completion of the twenty (20) day program to confirm thirty (30) days of documented clean time required before transferring individuals into a Clean and Sober Living Environment Services location.
- 8. Supervised Intensive Program Services shall be provided to individuals only, with no children allowed, until the transition into a Clean and Sober Living Environment Facility happens.
 - If there is good cause to have the client's child/children at the Contractor's
 facility while client is receiving Supervised Intensive Program Services,
 Contractor shall assess the client to determine if a waiver is recommended.
 If a waiver is recommended, Contractor shall contact County Social Worker
 who will initiate and submit a waiver to the CWS Program Manager for
 review, approval and/or denial.
- County Social Worker and/or County Driver Clerk shall pick up residents as needed.
- 10. Transportation services shall be supervised and residents will not be allowed to use public transportation until they are discharged from the Supervised Intensive Program facility.

C. Collection of Benefits and Food Service

1. Collect customer benefits for the residents via the assigned POS devise installed at the Contractor's facility and as approved by United States Department of Agriculture (USDA).

- 2. Collect 80% of the resident's total monthly allotment of CalFresh benefits and utilize the funds for the residents' food and nutritional needs. CalFresh benefits shall not be used to offset food cost not associated with benefiting residents. EBT cards shall be returned to residents once benefits have been collected by Contractor.
- 3. Ensure that 20% of the resident's CalFresh total monthly allotment is available for the residents to purchase items separate than those being utilized in the Contractor's facility.
- 4. Any unspent CalFresh funds will be returned to the resident's EBT CalFresh account. If the resident leaves prior to the 16th day of the month and the benefits have not been spent, Contractor shall credit one-half of the 80% of collected CalFresh benefits to the residents EBT. Contractor will return the unspent allotment to the resident within ten (10) business days following resident's discharge.
- 5. Document the management of CalFresh benefits to include the amount collected from each individual resident. Contractor shall keep receipts for purchases using EBT cards.
- 6. Collect from resident, on a monthly basis, an amount equivalent to 70% of residents 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.
- 7. 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 in finding housing upon discharge. The savings account shall not exceed a total of \$2,000. When combined with resident's other countable property, it shall not exceed a total of \$2,000 of the real and personal property limit for the family. The saved funds shall be returned to the resident upon leaving Contractor's facility within ten (10) business days after resident's discharge.
- 8. Ensure that 15% of the resident's total monthly household allotment of TANF and/or SSI is available to the residents for personal needs and incidentals.
- 9. Collect from all residents \$150 of the savings identified for future housing, as fully refundable security deposit for the property and furnishings supplied to the resident. The resident shall attest to the condition of the property at entry and upon change of surrounding. Residents shall be responsible to turn 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. Residents shall receive an itemized receipt for any deposit withheld.
- 10. If resident is discharged or leaves the facility prior to the 16th day of the month, Contractor shall credit-one half of the 70% of the collected TANF and/ or SSI allotment. Contractor will return the unspent allotment to the resident within ten (10) business days following resident's discharge.

II. EXPECTED OUTCOMES & REPORTING

- A. Monthly Progress Reports:
 - 1. Contractor shall email County Social Worker a monthly progress report of each resident. Reports shall include the following:
 - Case notes and progress report for each resident
 - Phase I, II, III within seven (7) days of completion
- B. Quarterly Reports for Clean and Sober Living Environment Services:
 - 1. All Quarterly Reports shall be emailed to the CSA Program Manager and will include the following measured outcomes:
 - a. Alcohol and drug free environment outcomes will include the following:
 - i. Total number of drug screens conducted.
 - ii. Total number of positive drug tests.
 - iii. Total number of negative drug tests.
 - b. Neglect free environment for children and living conditions for clients reporting will include:
 - i. Total number of complaints received in the following categories: Health Related, Living Conditions, Nutrition/ Food, Complaints regarding staff members, Incidents with other client(s), Other (detailed explanation needed).
 - ii. Total number of referrals made to Child Protective Services (CPS)
 - c. Effectiveness on the Clean and Sober Living Environment Reporting will include:
 - Number of clients transported to drug treatment counseling and/ or related activities as detailed in the client's case plan. Report should include the name of the activity and the number of clients who attended each activity.
 - ii. Total number of new clients checked in SLE.
 - iii. Total number of continuing clients from previous Quarters.
 - iv. Number of clients who successfully leave SLE and have housing/living arrangements prior to being discharged.
 - v. Total number of returning clients who previously voluntarily left the facility without completing the program.
 - vi. Total number of clients without children who voluntarily left the facility without completing the program.

- 2. All Quarterly Reports shall be emailed to CSA Program Manager and will include the following measured outcomes:
 - a. Effectiveness of the Supervised Intensive Program Services:
 - i. Total number of clients seen and admitted into the Supervised Intensive Program
 - ii. Average length of time each resident took part in Supervised Intensive Program services
 - iii. Total number of clients promoted to Clean and Sober Living Environment
 - iv. Total number of self- discharged residents
 - v. Total number of residents released for non-compliance
- 3. Quarterly Reports for Collection of Benefits will include the following:
 - a. Residents name
 - b. Amount of TANF and/or SSI collected
 - c. Amount of TANF and/or SSI given to residents for personal needs and incidentals.
 - d. Amount of CalFresh collected from each resident
 - e. Saving account balances for each month
- 4. Contractor shall submit all Quarterly Reports thirty (30) days following the end of each quarter as listed below:
 - First Quarter: July 1st- September 30th report due on October 31st.
 - Second Quarter- October 1st December 31st report due on January 31st
 - Third Quarter- January 1st- March 31st report due on April 30th
 - Fourth Quarter- April 1st June 30th report due by July 31st

III. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and

customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
 - 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
 - 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

IV. 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, 2019, through June 30, 2020, shall not exceed \$1,155,066.72. This amount shall purchase a combination of the following:

<u>Description</u>	Number of beds available	
Clean and Sober Living Resident Bed	A maximum of forty (40) beds per day	
Supervised Intensive Program Bed	A maximum of two (2) beds per day	

2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) clean and sober living resident bed day or one (1) supervised intensive program bed day:

<u>Description</u>	Cost per unit of service	
Clean and Sober Living Resident Bed	\$74.16	
Supervised Intensive Program Bed	\$94.76	

- B. 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.
- C. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 2019 through April 2019, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April.

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

2. Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

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.

- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

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 invoices, 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

l acknowledge the insurance requirements listed above	
Print Name: STEVEN DERKOWITZ	
Signature: Valley Recovery Resource	Date: 6 5 19 s dba Redwood Family Center
Vendor Name: Valley Recovery Resources	s aba Reawood Family Center
For CEO-Risk Management Division use only	
Exception:	

CLEAN AND SOBER LIVING FACILITY STANDARDS FOR STANISLAUS COUNTY

	FOR STANISLAUS COUNTY
Reference Number	INDICATOR
Article 1: F	Physical Environnent
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.	Fire Safety: Review by local fire marshal. The following minimum fire prevention requirements shall be followed: a. There shall be no smoking in the house; b. Smoking materials shall be disposed of safely, there shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas, c. Stoves and cooking areas shall be kept clean of grease accumulation, d. Smoke detectors and fire extinguisher shall be installed, e. Exit doors shall be clearly marked and readily available, f. Fire drills from sleeping areas should be encouraged. g. Residents shall be trained on use of fire extinguishers. Health Standards:
	The following minimum health maintenance measures shall be followed: a. There shall be adequate space for food storage, b. All food shall be stored in covered containers, or properly wrapped and dated, c. Perishable items shall be refrigerated, d. Adequate refrigeration in good repair shall be available, e. All dishes and cooking implements shall be washed upon use, f. There shall be adequate hot water for dish washing and disinfecting, g. Bathroom space shall be adequate for number of residents, h. Bathrooms shall be kept clean on a daily basis, i. Bathrooms shall provide personal privacy.
Article 2: N	Management
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: I	Record Keeping	
1.	The manager in charge of the residency shall maintain formal records. The following record keeping standards are applicable to SLE: 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. b. Resident Log: This is a continuing record of residents as they enter and exit residency. c. Resident Fee Payment Record: This record indicates the amount of resident fee due, and the date and amount of actual payment.	
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.	No alcohol, items containing alcohol or illegal drugs shall be brought onto the premises at any time.	
17.	Rent must be paid on time.	
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	