

AGREEMENT BETWEEN THE COUNTY OF SHASTA AND VOTC, INC. dba VISIONS OF THE CROSS

This agreement is entered into between the County of Shasta, through its Department of Support Services - Purchasing Unit, a political subdivision of the State of California, ("County"), and VOTC, Inc., dba Visions of the Cross, Inc., a California corporation ("Consultant"), (collectively, the "Parties" and individually a "Party") for the provision of Sober Living, Recovery Residences, Parent University, and other therapeutic services.

RECITALS

WHEREAS County and Consultant previously entered into a contract for services in May, 2021 that remains operative and provides for a maximum compensation of \$624,000. This contract is identified by County's records as CB005167 (HHSA contract 2283-6-2021-01); and

WHEREAS County and Consultant also previously entered into a contract for services in July, 2023 that remains operative and provides for a maximum compensation of \$75,000. This contract is identified by County's records as CB005242 (HHSA contract 2283-6-2023-01); and

WHEREAS County and Consultant desire to terminate the foregoing operative contracts and combine them into a single agreement; and

WHEREAS the Parties mutually agree to terminate contracts CB005167 and CB005242, and termination shall be effective the date of signing this agreement.

Section 1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

- A. **Alcohol/Substance Abuse Treatment** means substance abuse services as defined in Title 22 of the California Code of Regulations and can include intensive outpatient drug free treatment services, outpatient drug free treatment services, and Shasta County Perinatal Treatment Services. For Clients participating in Sober Living services provided by Consultant, Alcohol/Substance Abuse Treatment shall be provided at County, Consultant, or other County approved Community Based Alcohol/Substance Abuse Treatment provider sites concurrently with participation in Sober Living services.
- B. **Case Management** means assistance provided to Clients to help them be successful in the Sober Living program. This includes, but is not limited to safety planning, service coordination, treatment monitoring, Treatment Team meeting attendance (for Clients referred by County's Health and Human Services Agency ("HHSA")), assisting Client in obtaining available financial resources, and Client Sober Living program participation monitoring.
- C. **Client** means any person referred by County who is in need of substance use treatment and other supports necessary to successfully complete treatment and meet

other goals as described in their Sober Living Plan for Clients referred by HHSA or Offender Needs Guide for Clients referred by County's Probation Department ("Probation").

- D. **Families Living in Therapeutic Environments Program ("FLITE")** means a trauma informed safe, sober and supportive, alcohol and drug free place for Clients and their children to live while Clients are participating in recovery activities. FLITE shall maintain a suitable residence that complies with California Building Codes (Title 24 of the California Code of Regulations), and the Americans with Disabilities Act ("ADA"), with a Fire Clearance issued by the local Fire Marshal.
- E. **Offender Needs Guide ("ONG")** means a document which describes the service needs of each Client. The ONG is prepared by the Client's Probation Officer. The ONG is for Clients referred by Probation only.
- F. **Other Therapeutic Modalities ("OTM")** means services that augment Alcohol/Substance Abuse Treatment and Sober Living. OTM is for Clients referred by Probation only. OTM shall include, but not be limited to, Criminal & Addictive Thinking and Relapse Prevention. Content of each OTM program and schedule must be pre-approved, in writing, by Probation.
- G. **Parent University** means a 16-week, one day per week at four hours per day, parent psycho-educational program designed to provide training in areas needed to be an effective parent with a curriculum approved in writing by County. Parent University shall be trauma informed and shall comply with all criteria and requirements set forth in Welfare and Institutions Code Section 16507.7.
- H. **Sober Living and/or Recovery Residence** means a trauma informed safe, sober and supportive, alcohol and drug free place to live while Clients are participating in recovery activities. Sober Living shall maintain a suitable residence that complies with California Building Codes (Title 24 of the California Code of Regulations), and the Americans with Disabilities Act ("ADA"), with a Fire Clearance issued by the local Fire Marshal.
- I. **Sober Living Plan ("SLP")** means Sober Living services combined with the psycho-educational services that the Client will receive. The SLP is prepared by the Treatment Team with Client authorization for release of information among participants including Client's Drug and Alcohol provider. The SLP is reviewed and updated monthly by the Treatment Team. The SLP will include County contact information. The SLP is for Clients referred by HHSA only.
- J. **Strengthening Families** means an evidence-informed approach to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs and communities in building the five protective factors. Center for the Study of Social Policy research supports the common-sense notion that the likelihood of child abuse and neglect diminishes when the Protective Factors are present and robust in a family.

- K. **Strengthening Families Protective Factors (“Protective Factors”)** means the foundation of Strengthening Families and are characteristics that have been shown to make positive outcomes more likely for young children and their families, and to reduce the likelihood of child abuse and neglect. The five Protective Factors are:
1. Parental Resilience – The ability to cope with and bounce back from all types of challenges.
 2. Social Connections – Friends, family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents.
 3. Knowledge of Parenting and Child Development – Accurate information about raising young children, appropriate expectations for their behavior, and knowledge of alternative discipline techniques.
 4. Concrete Supports in Times of Need – Financial security to cover day-to-day expenses and unexpected costs; formal supports like TANF, Medicaid, and job training; informal support from social networks.
 5. Children’s Social and Emotional Competence – A child’s ability to interact positively with others and communicate his or her emotions effectively.
- L. **Strengthening Families Protective Factors Survey** is an outcome tool administered near the end of Client’s participation in sober housing (retrospectively) to measure protective factors at beginning and at end of sober housing service.
- M. **Treatment Plan** means a plan developed by the Client and Alcohol/Substance Abuse Treatment provider as defined in Title 22 of the California Code of Regulations and includes components such as statement of the problem, goals to be reached, action steps, and target dates. Treatment Plan is prepared by the provider of Alcohol/Substance Abuse Treatment.
- N. **Treatment Team** means, at a minimum, County Social Worker and/or Clinical staff (Mental Health Clinician and/or Drug and Alcohol Counselor), Client and Consultant representatives for Sober Living, Parent University, and the Alcohol/Substance Abuse Treatment provider. The Treatment Team will be for Clients referred by HHSA only.

Section 2. RESPONSIBILITIES OF CONSULTANT

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Provide Recovery Residences, at Consultant’s facility(ies) as determined necessary by HHSA. to all Clients referred by HHSA.
- B. Provide Sober Living, Parent University and Other Therapeutic Modalities (OTM)

at Consultant's facility(ies) as determined necessary by HHSA for Clients referred to FLITE Program by HHSA.

- C. Provide Sober Living, Parent University and OTM at Consultant's facility(ies) as determined necessary by Probation Department ("Probation") to Clients referred by Probation.
- D. For Clients referred to FLITE Program by HHSA, Consultant shall adhere to Welfare and Institutions Code ("WIC") 16507.7 for parent education provided through Parent University. Parent University curriculum shall be submitted to County via email to CSContracts@co.shasta.ca.us for review and approval by County prior to use including any subsequent changes or updates. County reserves the right to request and review instructor/facilitators teaching credentials for approval.
- E. Attend quarterly contract and performance review meetings as initiated by County.
- F. Perform the Sober Living services in compliance with the State Department of Health Care Services Net Negotiated Agreement with Shasta County and in accordance with industry and/or professional standards applicable to Consultant's services.
- G. Adhere to **CLEAN AND SOBER LIVING FACILITY STANDARDS**, attached and incorporated herein as **EXHIBIT A**.
- H. Ensure Consultant Sober Living facilities provide for:
 - 1. Separate housing for referred male and female Clients;
 - 2. A maximum period of six months per Client, unless a longer duration is pre-approved by County, in writing; and
 - 3. For Clients participating in FLITE Program, Consultant shall provide accommodations of a safe sleeping space for up to a maximum of two children per Client, to reside with Client at Consultant's facility(ies), when pre-approved by County for:
 - a. Female child(ren) not older than ten years; and
 - b. Male child(ren) not older than eight years.
- I. Provide qualified and certified 24-hour on-site staff.
- J. For Clients referred may be either male or female and shall:
 - 1. Be clean and sober (alcohol and drug-free with the exception of Tetrahydrocannabinol (THC) a minimum of 48 hours prior to referral;
 - 2. Not have violent criminal histories or conviction for a sexual offender

violation, crimes against children, or arson;

3. Have demonstrated basic life skills such as personal hygiene and ability to clean up after oneself; and
4. Read, commit to, and sign a **HOUSE RULES AGREEMENT**, attached and incorporated herein as **EXHIBIT B**. House rules include but are not limited to:
 - a. Personal conduct;
 - b. Entering/exiting facility;
 - c. Consultant's facility rules;
 - d. Financial rules; and
 - e. Caring for children.
- K. Reserve the right to reject County's referral if Consultant determines Client is not appropriate for Sober Living and shall provide a determination of acceptance or denial to County Program Manager for any Client referred within 30 days of receipt of referral.
- L. Obtain a signed, County approved, **RELEASE OF INFORMATION**, attached and incorporated herein as **EXHIBIT C** from each Client. The Release of Information form shall include a release of drug test results to County.
- M. Obtain a signed, County-approved, **HOUSE POLICIES/CLIENT CONSENT**, attached and incorporated herein as **EXHIBIT D** from each Client. The Client Consent form shall include a consent for random Client drug tests and random residential room searches of Client.
- N. Participate in emergency safety plan meetings as required by County to address the safety needs of the Clients and their children.
- O. Perform random drug tests on each Client at least twice per month for alcohol and illegal substances. These drug tests shall not be a part of a Client's Alcohol/Substance Abuse Treatment. Random drug testing shall be a condition for a Client to participate in Sober Living and shall be funded by Consultant. Upon becoming aware of a positive drug test through another entity Consultant must perform its own drug test on Client. Consultant shall share with County drug testing results for HHSA Clients in Sober Living with appropriate Releases of Information within 24 hours of results, or as otherwise authorized by law.
- P. Have the right to discharge a Client for a positive drug test. When a Client's child resides in sober housing with the Client, Consultant shall notify County immediately so that County can make a determination regarding appropriate plan for Client's child's care.
- Q. Meet with each Client referred by Probation and Client's Probation Officer, as determined by Probation. Should Consultant seek to request additional services for

a Probation Client, Consultant shall contact Client's Probation Officer for a referral.

- R. For Clients referred to FLITE Program by HHSA, Consultant shall assess Client risk factors for relapse or indicators of relapse that impacts Sober Living. Following initial assessment, not later than two weeks, develop a relapse prevention and safety plan for Clients that cannot remain drug and/or alcohol free for review and approval by County Treatment Team.
- S. For Clients referred to FLITE Program by HHSA, Consultant shall, beginning in month two, establish a transition plan for HHSA Clients exiting Sober Living, including but not limited to:
 - 1. Assisting Clients in obtaining available financial resources and benefits (e.g., CalFresh, Temporary Assistance to Needy Families (TANF), Medi-Cal etc.), including but not limited to transportation to appointments.
 - 2. Assisting Clients in obtaining stable housing resources and benefits (e.g., Housing Choice Voucher Program (Section 8), Housing and Urban Development (HUD) subsidized housing and other local community resources), including but not limited to transportation to appointments.
 - 3. Assist Clients in planning for transition including but not limited to:
 - a. Obtaining a California Driver's License;
 - b. Developing a transportation plan;
 - c. Developing a financial budgeting plan;
 - d. Developing a stable housing plan;
 - e. Developing a day care plan for post-discharge; and
 - f. Developing a post-discharge safety plan.
- T. Participate in Treatment Team meetings for Clients referred by HHSA, as initiated by County. Treatment Team meetings shall include but are not limited to:
 - 1. Consideration of new Client referrals;
 - 2. Service coordination;
 - 3. Development and implementation of SLP's for FLITE Participants and/or clients referred by Probation;
 - 4. Case Management updates including any SLP updates for FLITE Participants and/or clients referred by Probation;
 - 5. Parent University progress updates for FLITE Participants and/or clients referred by Probation;
 - 6. Review and development of relapse prevention plan;

7. Review and development of safety plan;
 8. Discharge arrangements for each Client.
 9. Client's ability to continue in the program; and
 10. Updates on the Client's transition from program.
- U. Notify County within 24 hours of any Client non-compliance with SLP or ONG.
- V. Immediately call the County's 24-hour phone number, (530) 225-5144, in the event an urgent situation arises, including but not limited to any circumstance creating risk of harm to children in Sober Living.
- W. Monitor client concurrent participation in Alcohol and/or Substance Abuse Treatment unless otherwise approved in Client's treatment plan. Non-compliance shall be reported to HHSA assigned staff member.
- X. Assist FLITE Program Clients in increasing Protective Factors through the intervention of psycho-education, referrals to community services, development of a sober support network and other strategies to build Protective Factors as identified by Consultant, County Treatment Team, and Client.
- Y. Provide to each Client a food card as provided in **EXHIBIT H, PAYMENTS**, attached and incorporated herein. Gift cards to retailers that do not restrict the purchase of alcohol, tobacco, ammunition or firearms shall expressly be prohibited.
- Z. For Clients participating in FLITE program, Consultant shall reduce monthly invoice in the amount of \$50 submitted to County for each HHSA Clients who begins receiving CalWORKs benefits, and identify this adjustment on invoice.
- AA. Reporting
1. Provide to Probation Officer monthly written documentation regarding each Client's progress in the Sober Living program and compliance with the ONG including but not limited to:
 - a. A written analysis by Consultant outlining any problems, pertinent facts, or interim findings that may materially affect Consultant's ability to satisfactorily fulfill the terms of this agreement; and
 - b. Client's ability to continue in the program.
 2. For Clients participating in FLITE referred by County's HHSA, complete the **PROTECTIVE FACTORS SURVEY**, attached and incorporated herein as **EXHIBIT E**. The retrospective survey shall be administered one week prior to discharge and provided to County by email to

CSContracts@co.shasta.ca.us within 30 days after Client's discharge date.

3. Submit to County monthly, by the 10th of each month, a **MONTHLY FLITE PROGRAM REPORT**, attached and incorporated herein as **EXHIBIT F**, by email to CSContracts@co.shasta.ca.us.
 4. Submit to County monthly, by the 10th of each month, a **RECOVERY RESIDENCE MONTHLY PARTICIPANT STATUS REPORT**, attached and incorporated herein as **EXHIBIT G**, by email to ASContracts@co.shasta.ca.us.
- BB. Promulgate and implement written procedures ("Grievance Procedures") whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County upon request for County's pre-approval prior to use. Consultant shall report all Client grievances, and the nature thereof, in writing to the County's HHSA, Behavioral Health and Social Services Branch Director ("Branch Director") within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- CC. Take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of funds.
- DD. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."
- EE. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of this agreement and all subcontracts under this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. Provide coordination and facilitation of the Treatment Team meeting for HHSA Clients, a minimum of monthly.
- C. Provide a written referral to Consultant in order for Clients to participate in Sober Living. The referral shall indicate the services to be provided and the source of referral – HHSA or Probation.
- D. Upon written consent of HHSA Clients, perform the Addiction Severity Index (“ASI”) assessment and provide the ASI assessment results to Consultant.
- E. Refer each Probation Client for Sober Living services for an initial 90-day time period. Probation shall arrange to meet with Consultant and each Client within the first 30 days of Client’s referral and prior to the end of the 90-day initial referral to discuss the Client’s needs for additional Sober Living services or to develop a transition plan.
- F. Ensure Client is qualified to enroll in Alcohol/Substance Abuse Treatment with County, Consultant, or other County-approved Community Based Alcohol/Substance Abuse Treatment provider prior to referral of Client.
- G. Advise Consultant, in advance and in writing, of Client’s children who are authorized to reside at Sober Living with Client.
- H. Support facilitation of visits with any other court ordered party(ies).
- I. Notify Consultant of changes in Client’s case plan that could impact Sober Living environment.
- J. Participate in Consultant’s requested emergency meetings.
- K. Conduct an exit interview with Clients being discharged early for non-compliance with program requirements prior to their discharge.
- L. Facilitate quarterly contract and performance review meetings with Consultant.
- M. Monitor Consultant’s performance to assure compliance with the terms, conditions and specifications of the agreement and monitor the outcomes achieved by Consultant.

Section 4. COMPENSATION

- A. Consultant shall be paid pursuant to **EXHIBIT H, PAYMENTS**, attached and

incorporated herein, after satisfactorily completing the duties as prescribed in this agreement.

- B. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- C. In no case whatsoever shall the maximum amount payable under this agreement for Clients referred by County's Probation Department exceed \$100,000 per fiscal year during the term of the agreement.
- D. In no case whatsoever shall the maximum amount payable under this agreement for Clients referred by County's HHSA exceed \$183,000 per fiscal year during the term of the agreement.
- E. In no case whatsoever shall the maximum amount payable under this agreement exceed \$849,000 during the term of the agreement for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States.
- F. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.
- G. Consultant shall apply any revenue received by Consultant from any Participant or any other third party payer source as an offset to the amount owed to Consultant by County for services provided under this agreement.
- H. Consultant shall be reimbursed the cost of gift cards as the gift cards are distributed. Gift cards to retailers that do not restrict the purchase of alcohol, tobacco, ammunition or firearms will not be reimbursed.
- I. Contractor shall be paid as set forth is **EXHIBIT H PAYMENTS** for the services described in this agreement. With prior written approval from the County, a \$10 food gift card per day, up to five days per week to Clients until they are able to obtain CalFresh benefits and/or to Clients who are ineligible to receive CalFresh benefits. Contractor shall maintain a Card Log, and shall provide completed log with invoice documents.

Section 5. BILLING AND PAYMENT

- A. For Clients referred by County's HHSA, Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a monthly statement of services rendered by the 10th day of each month, for services rendered the preceding month, an itemized statement or invoice for services rendered County pursuant to this agreement. Each invoice shall include, at a minimum, Client name and each service provided by Client. County shall pay Consultant within 30 days of receipt of a complete, correct, and approved

statement or invoice. Consultant shall submit a final statement or invoice for services rendered County for the period ending June 30, 2024, by July 10, 2024.

- B. For Clients referred by County's Probation Department, Consultant shall submit to Probation, Attn: Accounts Payable, 2684 Radio Lane, Redding, CA 96001, a monthly statement of services rendered by the 10th day of each month, for services rendered the preceding month, an itemized statement or invoice for services rendered, including all support and backup documentation. County pursuant to this agreement. Each invoice shall include, at a minimum, Client name and each service provided by Client. County shall pay Consultant within 30 days of receipt of a complete, correct, and approved statement or invoice. Consultant shall submit a final statement or invoice for services rendered County for the period ending June 30, 2024, by July 10, 2024.
- C. Compensation under this agreement shall be reduced by applicable Consultant revenues collected. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as, but not limited to: Client's financial participation, purchase discounts, rebates or allowances, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- D. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT

The initial term of this agreement shall commence on December 7, 2023 and shall end on December 6, 2024. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following fiscal year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT

- A. If Consultant materially fails to perform Consultant's responsibilities under this

agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined by County that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. County may terminate this agreement without cause on 30 days' written notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the by County's Executive Officer, or the Director of Support Services or their designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.
- G. County may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS; EXHIBITS; APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services or their designee, provided that the amendment is

in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (*Administrative Policy 6-101*).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's attachments, exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing

of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. This indemnification provision is independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

Section 12. INSURANCE REQUIREMENTS

Without limiting Contractor's duties of defense and indemnification:

- A. Contractor and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
 4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- B. Contractor and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Contractor has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
 1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Contractor and any subcontractor shall carry statutorily required Workers’ Compensation Insurance, and Employer’s Liability Insurance with limits of \$1 million per occurrence or claim, to cover Contractor, subcontractor, Contractor’s partner(s), subcontractor’s partner(s), Contractor’s employees, and subcontractor’s(s’) employees, covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- D. Contractor shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Contractor’s profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Contractor shall carry coverage for Sexual Abuse or Molestation with limits of \$2 million per occurrence or claim, \$2 million aggregate.
- F. Contractor shall require its subcontractors, if any, to carry and maintain insurance coverage that equals or exceeds the coverage requirements imposed upon Contractor by this agreement.
- G. With regard to all insurance coverage required by this agreement:

1. Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Contractor or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the self-insured retention or deductible.
2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Contractor or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.
3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Contractor hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Contractor shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Contractor meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.

7. Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
9. For any claims related to this agreement, Contractor's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Contractor's coverage and shall not contribute with it.
10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

- B. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- D. Consultant shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E. Consultant shall not use any funds under this agreement to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization to petition Congress or any other level, of government through the use of other resources (see 45 CFR Part 93).
- F. Consultant shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Consultant shall:
 - 1. Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - 2. Establish procedures to ensure reporting of child abuse or neglect even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- G. Consultant shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Consultant shall:
 - 1. Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.

2. Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.
- H. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
 - I. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7, and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
 - J. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
 - K. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

- A. Consultant hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24,

California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (“CFR”) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Consultant hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (“CDSS”) Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

Section 16. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 18. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 19. CONFLICTS OF INTEREST

Consultant and Consultant's officers, employees, and agents shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES

- A. Except as provided in Section 7.C of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be in given to the appropriate Party at the address specified below or as such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Support Services
Shasta County
1450 Court Street, Suite 348
Redding, CA 96001
Phone: (530) 225-5155
Fax: (530) 225-5345

If to Consultant: Executive Director
VOTC, Inc, dba
Visions of the Cross
3648 El Portal
Redding, CA 96002
Phone: 530-722-1114
Fax: 530-722-1115

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234 *et seq.*

Section 23. PROPERTY TAXES

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, 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.

Section 25. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 26. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY OF CLIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of Client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program

or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 29. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. County may use Consultant's such work products for any purpose whatsoever. County acknowledges that its alteration of documents without consent of Consultant, or use of the documents for any purpose unrelated to this agreement's purposes, is at the County's own risk and without liability to Consultant. All works produced under this agreement shall be deemed works produced by a Consultant for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 30. FINANCIAL REPORTING

- A. Should the Consultant not meet the requirements of Circular No. A-133 of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, the Consultant shall maintain complete financial records that clearly reflect the cost of each type of service for which compensation, pursuant to this agreement, is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. County, federal, and state officials shall have access to any books, documents, papers and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment of compensation to Consultant under this agreement. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. If the Consultant meets the requirements of Circular No. A-133 of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, Consultant shall provide financial information and/or records pertaining to Consultant's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant

(submitted annually to County within 30 days of Consultant's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County HHSA, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Consultant shall provide additional financial information as requested by County within 30 days of receiving such request. Consultant shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 31. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No funds or compensation received by Consultant under this agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Section 32. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

In accordance with section 11999 of the Health and Safety Code, Consultant shall not provide any material, curricula, teachings, or promotions of the responsible use, if unlawful, of drugs or alcohol in connection with any messages or information pertaining to Consultant's programs undertaken pursuant to this agreement. Consultant shall include in any material, curricula, teachings, or promotions produced pursuant to this agreement a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with any of Consultant's programs undertaken pursuant to this agreement. Additionally, no aspect of a drug or alcohol-related program undertaken pursuant to this agreement shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.

Section 33. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

No funds or compensation received by Consultant under this agreement shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. §812).

Section 34. PERSONNEL

- A. Consultant shall furnish such qualified and licensed professional personnel for the type of services to be provided as set forth in Section 2 of this agreement.
- B. All of Consultant's personnel performing services under this agreement shall have the appropriate state licensing/certification required for their given profession.

- C. No part of any federal funds provided under this agreement shall be used by Consultant to pay the salary of an individual in excess of the amount set by the federal National Institute of Health.
- D. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal provider participation.
- E. Ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

Section 35. DRUG FREE WORKPLACE

- A. Consultant shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code, section 8350, et seq.) and Title 45 C.F.R., Part 76. This compliance includes, but is not limited to Consultant providing drug-free workplaces by taking the following actions:
 - 1. Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by subdivision (a)(1) of section 8355 of the Government Code.
 - 2. Establish a drug-free awareness program as required by subdivision (a)(2) of section 8355 of the Government Code to inform all employees about all of the following:
 - a. the dangers of drug abuse in the work place;
 - b. the organization's policy of maintaining a drug-free work place;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations.
- B. Provide, as required by subdivision (a)(3) of section 8355 of the Government Code, that every employee engaged in the performance of this agreement:
 - 1. Be given a copy of Consultant's drug-free policy statement; and
 - 2. As a condition of employment under this agreement, agree to abide by the terms of the statement.

Section 36. USE OF COUNTY PROPERTY

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 37. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

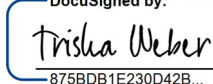
Date: _____

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
DAVID RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
GRETCHEN M. STUHR
Interim County Counsel

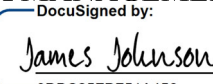
By: 

875BDB1E230D42B...
Name: Trisha C. Weber

Date: 11/17/2023 | 11:30 AM PST

Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 

0DBC25FD751A456...
Name: James Johnson

Date: 11/17/2023 | 10:46 AM PST

Title: Risk Management Analyst III

CONTRACTOR

By: 

C938B15BA8F546A...

Name: Steve Lucarelli

Date: 11/17/2023 | 9:50 AM PST

Title: Executive Director

By: 

23AC9695A388477...

Name: Jessica Quintana

Date: 11/17/2023 | 9:46 AM PST

Title: Chief Financial Officer

Tax I.D.#: On File

EXHIBIT A**Clean and Sober Living Facility Standards**

Reference Number	Indicator
Article 1: Physical Environment	
1	Entrance and exit must be controlled. Human security is far preferable to electronic security.
2.	A secure locked space shall be available for Client medication, or a personal locked box shall be provided. Client shall be responsible for dispensing their own medication.
3.	This includes grounds and driveways surrounding the facility. Consultant will be responsible for repair, maintenance, cleanliness, and attractiveness of facilities.
4.	Each facility shall have a living room area with adequate space for Clients to assemble for social or other group activities.
5.	Each facility shall have a dining area suitably furnished for group or individual meal service.
6.	Sleeping rooms shall be adequate to provide a bed and private space for each Client.
7.	Bathrooms shall be conveniently located and sufficient to provide adequate facilities for health, hygiene and privacy for each Client.
8.	Kitchen facilities shall provide cooking and storage space to meet the needs of the facility and its Clients.
9.	<p>Fire Safety: Review by the local fire marshal.</p> <p>The following minimum fire prevention requirements shall be followed:</p> <ol style="list-style-type: none"> There shall be no smoking in the house; smoking shall only be allowed in designated areas. Smoking materials shall be disposed of safely. There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas. Stoves and cooking areas shall be kept clean of grease accumulation. Smoke detectors and fire extinguisher shall be installed, maintained and operable at all times. Exit doors shall be clearly marked and readily available. Fire drills from sleeping areas should be encouraged. Clients shall be trained on use of fire extinguishers.
10.	<p>Health Standards</p> <p>The following minimum health maintenance measures shall be followed:</p> <ol style="list-style-type: none"> There shall be adequate space for food storage. Perishable items shall be refrigerated at a maximum temperature of 40 degrees Fahrenheit. Adequate refrigeration in good repair shall be available. There shall be adequate hot water for dish washing and disinfecting. Bathroom space shall be adequate for number of residents. Bathrooms shall be kept clean. Bathrooms shall provide personal privacy.

EXHIBIT A

Article 2: Management	
1.	The person in charge of the facility shall be clearly identified to all Clients. This person shall be responsible for the maintenance and safety of the building.
2.	Staff shall be responsible for the safety of the building, be available to maintain records, to collect Client financial participation (if applicable), to register and check-out Clients, and to maintain the rules of the house.
3.	Consultant shall make available bus passes to Clients as needed to enable Clients to attend treatment and/or AA/NA or other self help groups as necessary for Client's recovery.
4.	Consultant agrees to refer Clients to resources available to Clients to resolve legal and money management difficulties, improve parenting skills, prepare for and find employment, and other resources as needed for the Client's long term recovery.
5.	Consultant shall not be responsible to provide childcare.
6.	CalFresh rules and regulations must be followed.
7.	All of Consultant's staff and volunteers are screened prior to employment. A Sober Living manager or Senior Resident giving direction to others shall not be currently on probation or parole.
8.	A complaint and grievance procedure must be in place which measures Client satisfaction.
Article 3: Record Keeping	
1.	<p>Consultant shall maintain formal records. The following record keeping standards are applicable:</p> <ul style="list-style-type: none"> 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. Client log: This is a continuing record of Clients and they enter and exit Sober Living. c. Client Financial Participation Record: This record indicates the amount of the Client program fees due, and the date and amount of actual payment. d. Consultant shall impose appropriate privacy and security controls as required by law.

EXHIBIT B**House Rules Agreement**

General Rules	Participant Initials
1. All monies must be paid on or before the date of entry. No exception without the approval of Program Director.	
2. All visiting must be done away from the transitional housing site. Absolutely no visiting at the house unless approved by staff. When permitted, visitors are not allowed in participant's room without permission of staff and no intimate showings of affection with visitors while in the house. Visitors must also be properly attired (Participants shall not dress provocatively).	
3. All participants should act and dress properly while at ____ this includes fraternizing with and relationships between clients. There will be no sexual activities on the ____ property. Participants must be able to work on themselves without outside influences interfering with their program. I will not have sex on the premises.	
4. All participants are responsible for their own transportation. Those transporting children must use approved car seats.	
5. All vehicles must be legal, in running condition and insured. All drivers must have a valid driver's license.	
6. All monies paid are NON-REFUNDABLE.	
7. All participants are required to shower or bath at least once every 24 hours.	
8. Participants will be assigned chores which will be completed daily by 10:00 AM and checked off by Staff; three failures to complete chores (each indicated by an "X") will result in a blackout period being imposed or passes denied.	
9. All participants must wake up by 8:00 AM, M-F; make their beds, clean their rooms, and do their chores daily.	
10. Curfew on Sunday thru Thursday is 10:00 PM; Lights out at 11:00 P. M. Curfew on Friday and Saturday is 12:00 AM.	
11. Participants must remain in compliance with all state and federal laws and court orders, including restraining orders.	
12. All participants must sign out to let Staff know their whereabouts at all times.	
13. No hair dying, tattooing, or sharing of medications, razors, toothbrushes or other personal care items on the premises.	
14. Any violence or threats of violence will not be tolerated and are grounds for immediate termination of perpetrator's program and, if need be, will be reported to the proper authorities.	
15. Foul Language, immoral activity, coarse joking or pornographic materials, including movies and violent video games, are not allowed in or on premises.	
16. All overnight passes must be submitted by Wednesday and approved by Staff.	
17. Participant's fees must be paid when due or passes will be denied unless arrangements have been made with Staff.	
18. The use of alcohol or drugs on or off premises, including while on pass, will not be tolerated. Failure to comply with this requirement is grounds for immediate termination. As a requirement of your stay, you agree to random drug testing.	
19. Conflicts between residents are to be immediately referred to staff for resolution.	
20. Gambling or visits to gambling establishments for the purpose of gambling is strictly prohibited.	
21. No gang attire or affiliated items, no racial, sexual, or other prejudicial messages will be tolerated.	
22. No phone calls after 10:00 PM.	
23. Absolutely no babysitting or childcare of non-participants' children will be permitted.	
24. Participants must be approved by Staff and have a signed release of liability from a parent before they can provide childcare for other participants.	
25. Participants will clean up after themselves and their children immediately after cooking or eating.	
26. Food is not allowed in the bedrooms or front room; food and drink, including sippy cups or bottles, are to be served in the kitchen at all times.	
27. All participants are strongly encouraged to attend AA/NA meetings at least 3 per week, get a sponsor and start the 12 steps (Christian or AA/NA) with sponsor within their first 30-days.	
28. Participants enrolled in outpatient and not working are expected to attend daytime groups unless other arrangements have been made with staff.	

Participant Initials _____ Page 1 Staff Initials _____
of 2

EXHIBIT B

House Rules Agreement

29. Participants must be in compliance with their treatment requirements, including treatment plan, unless otherwise arranged with Staff.	
30. Participants are not to argue with the Staff or display an attitude that is found to be detrimental to the house or program. Such behavior may be grounds for immediate termination.	
31. The use of prescribed medications without a prescription or the use of another participant's medication is also strictly forbidden and reason for dismissal. All prescribed medications will be stored in a personal lock box or out of sight of other participants. All narcotic medications and new prescriptions must be reported to Staff immediately.	
32. Tobacco product use is strictly forbidden inside the house, this includes: cigarettes, cigars, pipes, e-cigarettes, vaping, etc. Smoking is allowed only in designated smoking areas.	
33. Participants pledge to remain abstinent from drugs and/or alcohol as a condition of their stay. Without exception, violation of this condition will result in immediate termination from program. No drug paraphernalia is permitted.	
34. If a household item, such as appliances, plumbing, AC, lights, is broken, do not attempt to fix it, use a "fix it" form to report it to Staff. Our maintenance people will attend to it as soon as possible.	

I, _____, agree to follow these rules and to comply with all
(Print Participant Name)
other aspects of the program. I understand any failure to conform with any of these rules or other program requirements will result in disciplinary action ranging from blackout to termination from program. Staff will determine the action to be taken.

Participant Signature _____ Date _____

Staff Signature _____ Printed Staff Name _____



VOTC, Inc.
3648 El Portal Dr. & 3617 Ricardo Ave. #1
Redding, CA 96002
530-722-1114

Client Name: (PRINT) _____
 (LAST) (FIRST) (MI)

DOB: _____ or SS#: _____

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION

Extent or nature of disclosure is limited to: (Check all that apply) HIPAA standards require that you request the minimum information necessary to complete required purpose of this release.

☐ Discharge Summary ☐ History & Physical ☐ Dates in program ☐ Legal
☐ Mental Health Assessment ☐ Treatment Plan ☐ Physician Orders ☐ Treatment Progress
☐ Other (Please be specific): _____

Purpose for disclosure is: _____

Permission is hereby given to exchange information between:

Visions Of The Cross/VOTC, Inc.
530-722-1114

AND

NAME OF INDIVIDUAL OR AGENCY: _____

RELATIONSHIP TO CLIENT _____

CONTACT PHONE # _____

ADDRESS OF AUTHORIZED PERSON _____

The information you designate for disclosure will be disclosed from records protected by HIPAA privacy standards and Federal Confidentiality regulations (42 CFR Part 2). The Federal rules prohibit the recipient of the information from making any further disclosure of this information, unless further disclosure is expressly permitted by your written authorization, or as otherwise permitted by state and federal regulations. A general authorization for the disclosure of medical or other information is **NOT** sufficient for this purpose.

I, the undersigned, have read the above and authorize staff of the disclosing facility named to disclose such information as herein contained. I understand that I may revoke or cancel this Authorization at any time. Withdrawal of the Authorization does not affect any information disclosed before providing a written notice of such a withdrawal of Authorization. **This Authorization will remain in effect for 1 year from date of signature in order to carry out the purpose for which my permission was given.** I understand the program releasing these records is free from all legal liabilities that may arise from this act. I understand I have the right to limit the information to be disclosed and who may see this information. A photocopy of this Authorization is as valid as the original.

I understand that I have the right to obtain, upon request, a list of entities to whom information has been disclosed.

VOTC, Inc. does not make signing this authorization a condition of treatment, payment, enrollment, or eligibility for benefits unless the authorization is mandatory.

Patient Signature _____ Date _____ Facility Witness Signature _____ Date _____

This notice accompanies a disclosure of information concerning a patient in alcohol/drug abuse treatment made to you with the consent of such patient. This information has been disclosed to you from records protected by Federal Confidentiality rules (42 CFR Part 2) and the Health Insurance and Portability and Accountability Act of 1996 (HIPAA 45 C.F.R. Parts 160 & 164). Federal laws prohibit you from making any further disclosure of this information unless it is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2 of HIPAA. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules and laws restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

[] I Hereby Cancel My Permission To Disclose The Information Described On This Form.

Patient Signature _____ Date _____ Facility Witness Signature _____ Date _____

This original will be kept with Resident's file in office. A copy of this document is to be retained by Resident for their personal records.

Rev. 7/29/2016

VOTC, Inc.
T-House Policies/Consents Agreement

I, _____, agree to the following:

LIABILITY

That I will not hold Visions of the Cross/VOTC, Inc. or its employees, agents or board members liable for any personal injury or any loss through fire or theft while I am in or about the premises, or in a vehicle of or at an outside function of the program; this includes all minor children.

_____ Init.

CONFIDENTIALITY

That should I learn the identity of any person or any confidential information about any person in the program, I will not disclose said information or identity under any circumstances. I understand that I may be subject to criminal or civil penalties should I violate the provisions of this agreement. _____ Init.

UNCLAIMED PERSONAL PORPERTY

That all my personal effects (including but not limited to clothing, furniture, electrical appliances, vehicles, etc.) left on the premises upon my departure from the program, will be stored for a period of thirty (30) days from the date of departure. The collection of said property is to be collected by myself or a representative with a signed note permitting the representative to collect my personal effects. After this period, said effects will be given away, sold discarded, or distributed up at the discretion of the Staff of VOTC, Inc. _____ Init.

GROUP/MEETING/PARTICIPATION

That I agree to attend and participate in all groups, functions, activities or house meetings unless excused from Staff. _____ Init.

EARLY TERMINATION

That if I asked to leave the program, I agree not to visit or contact, by phone, in person or by mail, those participants still in the VOTC program. _____ Init.

RE-ADMITTANCE

That if I am asked to leave the program, for any reason, re-admittance is up to the discretion of the Program Director/Staff and on a case by case basis. _____ Init.

NON-DISCRIMINATION

That I am aware that VOTC, Inc. does not discriminate on the basis of race, color, national origin, religion, sexual preferences, or mental or physical disabilities in providing it's services and benefits. _____ Init.

FOLLOW-UP

That I agree to xxx VOTC, Inc., its employees, the directions and staff following up on my progress after leaving the program and that I will try to remain in contact every six months. _____ Init.

CONSENT FOR EMERGENCY TREATMENT

That I give my consent to the Staff of VOTC, Inc. or other employees to have me transported to a medical facility in case of emergency. _____ Init.

GAMBLING

EXHIBIT D

That I understand gambling is prohibited while a participant of VOTC, Inc. This means in the facility or visiting a gambling establishment for the purpose of gambling. _____ Init.

CONSENT FOR URINALYSIS

That I understand that VOTC, Inc. conducts random drug testing and that I will submit to a test at any time of day or night even while on a pass. Also should there be any suspicion of my having consumed alcohol and /or other drugs, I give my consent to the Staff of VOTC, Inc. to take a urine sample for analysis by portable method. I understand that should I refuse to be tested, I will immediately expelled from the program. I also understand that should I test positive and disagree with the results I may request a retested at an accredited laboratory. I understand the cost of my analysis will be my responsibility. In the case that I am on probation or parole, the program will contact my PO to take a urine sample for analysis. _____ Init.

CONSENT TO ROOM SEARCH

I understand that random room searches will occur while I am at VOTC, Inc I give my consent to have the Staff to perform a room search. I understand that this search may be done whether I am present or not. I understand that no less than two (2) Staff will be present to witness the room search. . Prohibited items stored in my room such as but not limited to alcohol, drugs, weapons, pornographic material, etc are cause for immediate dismissal. _____ Init.

PROGRAM AGREEMENT

I UNDERSTAND THAT THIS IS NOT A TENANT LANDLORD AGREEMENT AND MY PRESENCE IS ON A DAY BY DAY BASIS. I AGREE THAT IF I AM ASKED TO LEAVE BECAUSE OF ANY VIOLATION OF PROGRAM RULES OR FOR ANY REASON; I WILL IMMEDIATELY PACK ALL MY PERSONAL BELONGINGS AND VACATE THE FACILITY. _____ Init.

RELAPSE POLICY

I understand that should I fail any drug and alcohol or I am in possession of drugs, alcohol or drug paraphernalia, I will be terminated from the program for a period of thirty (30) days and given a referral to detox and if necessary authorities will be notified. I also understand that I may reapply after the thirty (30) day period upon discretion of the Program Director.

OPEN-DOOR POLICY

I understand that the Staff of VOTC, Inc. has the right to enter any portion of the facility at any time. I also understand that other participants may be on probation or parole. I understand that VOTC, Inc. complies with all conditions of Probation/Parole, which includes an open door policy to the perspective agents. Staff can enter at any time day or night without notice.

PROPERTY DAMAGE

I understand that I will be held financially liable for any damage by me or my children while a participant of VOTC, Inc. This includes but is not limited to hair dye, nail polish, holes in the walls, stains on the carpets, plumbing issues, broken windows, markings on the walls, etc.

I agree to the above policies and I agree to comply with all aspects of the program as a condition of being a participant of VOTC, Inc. (Visions of the Cross).

 Participant Signature

 Date

 Staff Signature

 Date

 Print Staff Name

 Title

PROTECTIVE FACTORS SURVEY

(Program Information- For Staff Use Only)

Agency ID _____ Participant ID # _____

Name of Person Delivering Service: _____

1. Date survey completed: ____ / ____ / ____
2. How was the survey completed?
 - ☐ Completed in face to face interview
 - ☐ Completed by participant with program staff available to explain items as needed
 - ☐ Completed by participant without program staff present
3. Has the participant had any involvement with Child Protective Services?
 - ☐ NO ☐ YES ☐ NOT SURE
4. **Type of Services:** Select services that most accurately describe what the participant is receiving.
 - ☐ Parent Education
 - ☐ Parent Support Group
 - ☐ Parent/Child Interaction
 - ☐ Advocacy (self, community)
 - ☐ Fatherhood Program
 - ☐ Planned and/or Crisis Respite
 - ☐ Homeless/Transitional Housing
 - ☐ Resource and Referral
 - ☐ Family Resource Center
 - ☐ Skill Building/Ed for Children
 - ☐ Adult Education (i.e. GED/Ed)
 - ☐ Job Skills/Employment Prep
 - ☐ Pre-Natal Class
 - ☐ Family Literacy
 - ☐ Marriage Strengthening/Prep
 - ☐ Home Visiting
 - ☐ Other (If you are using a specific curriculum, please name it here)

5. Participants Attendance: (Estimate if necessary)

Number of hours of service offered to the consumer: _____

Number of hours of service received by the consumer: _____

*This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research * Public Service through funding provided by the US Department of Health and Human Services*

PROTECTIVE FACTORS SURVEY

Agency ID _____ Participant ID # _____
1. Sex: ☐ Male ☐ Female 2. Age (in years): _____

3. Race/Ethnicity: (Please choose the ONE that best describes what you consider yourself to be)
- | | |
|--|---|
| <input type="checkbox"/> Native American or Alaskan Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> African American | <input type="checkbox"/> African Nationals/Caribbean Islanders |
| <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Middle Eastern |
| <input type="checkbox"/> Native Hawaiian/Pacific Islanders | <input type="checkbox"/> White (Non Hispanic/European American) |
| <input type="checkbox"/> Multi-racial | <input type="checkbox"/> Other _____ |

4. Marital Status:
- ☐ Married ☐ Partnered ☐ Single ☐ Divorced ☐ Widowed ☐ Separated

5. Family Housing:
- ☐ Own ☐ Rent ☐ Shared housing with relatives/friends
☐ Temporary (shelter, temporary with friends/relatives) ☐ Homeless

6. Family Income:
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$10,000 | <input type="checkbox"/> \$10,001-\$20,000 | <input type="checkbox"/> \$20,001-\$30,000 |
| <input type="checkbox"/> \$30,001-\$40,000 | <input type="checkbox"/> \$40,001-\$50,000 | <input type="checkbox"/> more than 50,001 |

7. Highest Level of Education:
- | | | |
|---|---|--|
| <input type="checkbox"/> Elementary or junior high school | <input type="checkbox"/> Some high school | <input type="checkbox"/> High school diploma or GED |
| <input type="checkbox"/> Trade/Vocational Training | <input type="checkbox"/> Some college | <input type="checkbox"/> 2-year college degree (Associate's) |
| <input type="checkbox"/> 4-year college degree (Bachelor's) | <input type="checkbox"/> Master's degree | <input type="checkbox"/> PhD or other advanced degree |

8. Which, if any, of the following do you currently receive? (Check all that apply)
- | | | |
|--------------------------------------|---|---|
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Medicaid (State Health Insurance) | <input type="checkbox"/> Earned Income Tax Credit |
| <input type="checkbox"/> TANF | <input type="checkbox"/> Head Start/Early Head Start Services | <input type="checkbox"/> None of the above |

9. Please tell us about the children living in your household.

	Gender		Birth Date	Your Relationship to Child (Check One)						
	Male	Female		Birth parent	Adoptive parent	Grand-parent	Sibling	Other relative	Foster Parent	Other
Child 1										
Child 2										
Child 3										
Child 4										

If more than 4 children, please use space provided on the back of this sheet.

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EXHIBIT E**PROTECTIVE FACTORS SURVEY**

Part I. Please circle the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time.

Part I		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
In my family, we talk about problems.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
When we argue, my family listens to “both sides of the story.”	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
In my family, we take time to listen to each other.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My family pulls together when things are stressful.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My family is able to solve our problems.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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EXHIBIT E**PROTECTIVE FACTORS SURVEY**

Part II. Please circle the number that best describes how much you agree or disagree with the statement.

Part II		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
I have others who will listen when I need to talk about my problems	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
When I am lonely, there are several people I can talk to	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If my family needed food or housing I would know where to turn	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If I had trouble making ends meet I would know where to find help	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If there is a crisis, I have others I can talk to	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If I needed help finding a job, I wouldn't know where to go for help.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY

Part III. This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services. Please write the child’s age or date of birth and then answer the questions with this child in mind.

Child’s Age _____ or Child’s Date of Birth ____/____/____

Part III		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
There are many times when I don’t know what to do as a parent.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I know how to help my child learn.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My child misbehaves just to upset me.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY

Part IV. Please tell us how often each of the following happens in your family.

Part IV		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
I praise my child when he/she behaves well.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
When I discipline my child, I lose control.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I am happy being with my child.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My child and I are very close to each other.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I am able to soothe my child when he/she is upset.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I spend time with my child doing what he/she likes to do.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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Visions of the Cross
Families Living in Therapeutic Environments (FLITE) Program
Monthly Report for _____

Program Overview

# of HHSA Clients in FLITE ____	# of Children living with Client ____	# of Probation Clients in FLITE ____
# of Graduations ____	# of participation disruptions ____	# of Males ____ # of Females ____
Describe all program participation, disruptions, changes, challenges, updates, successes, etc.:		

Client Data

Client's Initials	Program Start Date	Days in FLITE this month	# of Children residing with this Client	Days of Parent Univ. completed this month	Projected graduation date	Date of last drug screen	Exit date	Exit reason

By the tenth day of each month, deliver completed form to: CSContracts@co.shasta.ca.us

Visions of the Cross:
PARTICIPANT STATUS REPORT
CONFIDENTIAL

This information has been disclosed to you from records protected by Federal Confidentiality Rules (42 CFR Part 2). The Federal Rules prohibits you from making any further disclosure of this information unless further disclosure is expressly permitted by written consent of the person to whom it pertains, or as otherwise permitted by 42 CFR Part 2.

To: _____ Report Month: _____ Year: _____

Client Name: _____ DOB: _____ Initial admit Date: _____

PARTICIPATION: In full compliance with program rules and policies, attends individual sessions and house meetings.

___ Meets Expectations	___ Number of individual sessions attended
___ Needs Improvement	___ Number of house meetings attended
___ Unacceptable	

MOTIVATION: Is verbalizing desire and following through with commitments, abstaining from substance use, meeting with sponsor, working the steps and attending all required meetings.

___ Meets Expectations	___ Number of support meetings attended
___ Needs Improvement	___ Number of NA meetings attended
___ Unacceptable	

COMMENTS: (Please include information about Needs Improvement or Unacceptable marks)

Signed: _____ Date: _____

PAYMENTS**I. Payment for Sober Living****A. Sober Living includes the following components, per Client:**

1. Client housing and Case Management services.
2. Level 1, for Clients without CalFresh food benefits:
Consultant shall be compensated by County the following rate for Sober Living \$42.14 per day per Client and a \$50 food card per week provided to Client.
3. Level 2, for Clients with CalFresh food benefits:
Consultant shall be compensated by County the following rate for Sober Living \$35.00 per day per Client.
4. For both Level 1 and Level 2, bus passes shall be provided to Client upon Client request (if not otherwise provided to Client by County).

B. If a Client has child(ren) residing with Client at Consultant's facility, County shall compensate Consultant at the additional sums of:

Levels 1 and 2 - \$3.33 per day, per child, maximum of two children per Client

C. Payment to Consultant for days during a particular month when a Client or Client's child(ren) is/are temporarily absent from Consultant's Sober Living facility is limited to a total of seven days per month and is allowable only if the County determines the following conditions are met:

1. The absence is consistent with the Client's SLP or ONG; and
2. The absence is planned or anticipated; and
3. The absence, as well as the purpose(s) of the absence, is (are) documented, or
4. A Client/Client child(ren) emergency, including but not limited to, hospitalization.

II. Payment for Other Therapeutic Modalities (OTM)

For OTM, County shall compensate Consultant at the following rates:

\$43.19 per 90-minute OTM group session per participating Client. There shall be no more than one group session per week per Client.

III. Payment for Parent University

County shall compensate Consultant up to \$100 for each Parent University class attended by Client.