

**AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND**

**VOTC, INC., dba VISIONS OF THE CROSS**

This agreement is entered into between the County of Shasta, 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, Parent University, and other therapeutic services.

**Section 1. DEFINITIONS.**

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

**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 ("HHS")), assisting Client in obtaining available financial resources, and Client Sober Living program participation monitoring.

**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 HHS or Offender Needs Guide for Clients referred by County's Probation Department ("Probation").

**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.

**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, Moral Reconciliation Therapy ("MRT"), Criminal & Addictive Thinking, and Relapse Prevention. Content of each OTM program and schedule must be pre-approved, in writing, by Probation.

**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.

**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.

**Sober Living** 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.

**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.

**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.

**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.

**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.

**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.

**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 Sober Living, Parent University, and OTM at Consultant’s facility(ies) as determined necessary by HHSA to all Clients referred by HHSA.
- B. Provide Sober Living, Parent University and OTM at Consultant’s facility(ies) as determined necessary by Probation Department (“Probation”) to Clients referred

by Probation.

- C. 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 [CSCContracts@co.shasta.ca.us](mailto:CSCContracts@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.
- D. Attend quarterly contract and performance review meetings as initiated by County.
- E. 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.
- F. Adhere to **CLEAN AND SOBER LIVING FACILITY STANDARDS**, attached and incorporated herein as **EXHIBIT A**.
- G. 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) Accommodations 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.
- H. Provide qualified and licensed 24-hour on-site staff.
- I. Clients referred may be either male or female and shall:
  - (1) Be clean and sober (alcohol and drug-free) a minimum of 48 hours prior to referral;
  - (2) Not have violent criminal histories or conviction for a sexual offender violation;
  - (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 E**. 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.
- J. Reserves 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.
- K. Obtain a signed, County approved, **RELEASE OF INFORMATION**, attached

and incorporated herein as **EXHIBIT F** from each Client. The Release of Information form shall include a release of drug test results to County.

- L.** Obtain a signed, County-approved, **CLIENT CONSENT**, attached and incorporated herein as **EXHIBIT G** from each Client. The Client Consent form shall include a consent for random Client drug tests and random residential room searches of Client.
- M.** Participate in emergency safety plan meetings as required by County to address the safety needs of the Clients and their children.
- N.** Random drug test 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.
- O.** Consultant has 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.
- P.** 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.
- Q.** 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.
- R.** 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.
- S.** Participate in all weekly 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;
  - (4) Case Management updates including any SLP updates;
  - (5) Parent University progress updates;
  - (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.
- T. Notify County within 24 hours of any Client non-compliance with SLP or ONG.
- U. 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.
- V. Ensure Client maintains concurrent participation in Alcohol/Substance Abuse Treatment unless otherwise approved in Client's SLP or ONG.
- W. Assist 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.
- X. Provide bus passes to Clients, and their child(ren), as necessary and when not otherwise provided by County, for activities and services that are included in Client's SLP or ONG.
- Y. Provide to each Client a food card as provided in **EXHIBIT B, PAYMENTS**, attached and incorporated herein.
- Z. 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 referred by County's HHSA, complete the **PROTECTIVE FACTORS SURVEY**, herein attached and incorporated as **EXHIBIT C**. The retrospective survey shall be administered one week prior to discharge and provided to County by email to [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us) within 30 days after Client's discharge date.
  - (3) Submit to County monthly, by the 10<sup>th</sup> of each month, a **MONTHLY PROGRAM REPORT**, herein attached and incorporated as **EXHIBIT D**,

by email to [CSContracts@co.shasta.ca.us](mailto:CSContracts@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, Children's 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.** Investigation of Illegal Use of Agreement Funds.
  - (1) 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. Consultant shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of agreement funds.
  - (2) Provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of agreement 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.
- 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 **ATTACHMENT B, PAYMENTS**, attached and incorporated herein, after satisfactorily completing the duties as prescribed in this agreement.
- B. 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.
- C. In no case whatsoever shall the maximum amount payable under this agreement for Clients referred by County’s HHSA exceed \$324,000 during the term of the agreement.
- D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$624,000 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.
- E. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

#### **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 10<sup>th</sup> 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, 2021, by July 10, 2021.

- 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 10<sup>th</sup> 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, 2021, by July 10, 2021.
- 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 July 1, 2018 and shall end on June 30, 2019. 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 7.

- B. Either Party 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 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 County or Consultant, including, but not limited to: fire, explosion, lightning, power surges or 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.
- E. County's right to terminate this agreement may be exercised by the by County's Executive Officer, HHSA Director, or any HHSA Branch Director designated by the Director.
- F. 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.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**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 or , or any HHSA Branch Director designated by the Director, 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.**

To the fullest extent permitted by law, Consultant 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 Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, 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. Consultant shall also, at Consultant'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 Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity. Consultant 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 Consultant's "independent Consultant" 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.

**Section 12. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 per occurrence; such insurance shall be primary as to any other insurance maintained by the County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant 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 Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance 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, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the

specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for ongoing operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“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.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant 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 Consultant 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.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

### **Section 13. SUBCONTRACTORS.**

Consultant shall not subcontract any services to be provided under this agreement without the prior written consent of County. Any subcontract entered into by Consultant in contravention of this provision without the prior written consent of County shall be void. Consultant and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Consultant and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County. Notwithstanding the foregoing, Consultant

may provide the Parent University program through a subcontractor. Consultant will assure the subcontractor will abide by the terms and conditions of this agreement.

**Section 14. 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.** 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 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.
- F.** 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.

- G. 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 15. 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. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- C. Consultant understands and agrees that noncompliance with the requirements of nondiscrimination in services shall constitute grounds for County to terminate this agreement, and to withhold payments under this agreement or terminate all, or any type, of funding or compensation provided hereunder.
- D. 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 16. 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 17. 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 insure 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 18. 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 19. 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 20. 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 21. NOTICES.**

- A. Except as provided in Section 7.C and 7.D 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:	Children's Services, Branch Director Attn: Contracts Unit 1313 Yuba Street Redding, CA 96001 Phone: 530-225-5757 Fax: 530-225-5190
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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
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- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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. County may use such work products for any purpose whatsoever. 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. NONDISCRIMINATION IN EMPLOYMENT.**

- A. During the performance of this agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, status as disabled veteran or veteran of the Vietnam era, and use of family care leave. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply with subdivisions (a) through (f) of section 12990 of the Government Code (part of the Fair Employment and Housing Act) and the applicable regulations promulgated there under (California Code of Regulations, title 2, §7285.0 et seq.) which are incorporated into this agreement by reference and made a part hereof as if set forth in full.
- B. Consultant shall post in conspicuous places on Consultant's premises, notices to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act of 1972 (Pub. L. 92-261; 42 U.S.C. §2000e) in conformance with Federal Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973 (Pub. L. 109-196) and any amendments thereto, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (38 U.S.C. §4212).

**Section 36. 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 37. 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.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

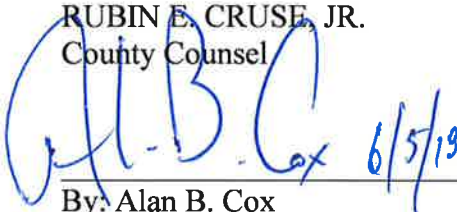
Date: \_\_\_\_\_

\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California


ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

  
By: Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

  
By: James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 6-5-18

  
STEVE LUCARELLI  
Executive Director

On File  
Federal Tax Identification Number

## 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"> <li>There shall be no smoking in the house.</li> <li>Smoking materials shall be disposed of safely. There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas.</li> <li>Stoves and cooking areas shall be kept clean of grease accumulation.</li> <li>Smoke detectors and fire extinguisher shall be installed, maintained and operable at all times.</li> <li>Exit doors shall be clearly marked and readily available.</li> <li>Fire drills from sleeping areas should be encouraged.</li> <li>Clients shall be trained on use of fire extinguishers.</li> </ol>
10.	<p>Health Standards</p> <p>The following minimum health maintenance measures shall be followed:</p> <ol style="list-style-type: none"> <li>There shall be adequate space for food storage.</li> <li>Perishable items shall be refrigerated at a maximum temperature of 40 degrees Fahrenheit.</li> <li>Adequate refrigeration in good repair shall be available.</li> <li>There shall be adequate hot water for dish washing and disinfecting.</li> <li>Bathroom space shall be adequate for number of residents.</li> <li>Bathrooms shall be kept clean.</li> <li>Bathrooms shall provide personal privacy.</li> </ol>

<b>Article 2: Management</b>	
1.	The person in charge of the facility shall be clearly identified to all 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.
<b>Article 3: Record Keeping</b>	
1.	<p>Consultant shall maintain formal records. The following record keeping standards are applicable:</p> <ul style="list-style-type: none"> <li>a. Personal Data Form: Biographical personal data that provides an identification profile and emergency contact. Length of sobriety, prior recovery experience, and source of referral are appropriate.</li> <li>b. Client log: This is a continuing record of Clients and they enter and exit Sober Living.</li> <li>c. Client Financial Participation Record: This record indicates the amount of the Client program fees due, and the date and amount of actual payment.</li> <li>d. Consultant shall impose appropriate privacy and security controls as required by law.</li> </ul>



**PAYMENTS**

1. Payment for Sober Living
  - A. Sober Living includes the following components, per Client:
    1. Level 1 – Client housing, \$50 food card per week provided to Client, bus passes provided to Client upon Client request, (if not otherwise provided to Client by County), and Case Management services. Consultant shall be compensated by County the following rate for Sober Living Level 1: \$33.33 per day per Client (\$1,000 per month per Client.)
    2. Level 2 for Clients with CalFresh food benefits – Client housing, bus passes provided to Client upon Client request (if not otherwise provided to Client by County), and Case Management services Consultant shall be compensated by County the following rate for Sober Living Level 2: \$26.66 per day per Client (\$800 per month per Client.)
  - B. If a Client has child(ren) residing with Client at Consultant's facility, County shall compensate Consultant at the additional sums of:
    1. Levels 1 and 2 - \$1.66 per day, per child, maximum of two children per Client (\$50 per month, per child)
  - 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.
2. Payment for Other Therapeutic Modalities (OTM)
  - A. For Other Therapeutic Modalities, County shall compensate Consultant at the following rates:
    1. \$30 per 90 minute OTM group session per participating Client. There shall be no more than one group session per week per Client.
3. Payment for Parent University
  - A. County shall compensate Consultant up to \$100 for **each** Parent University class attended by Client.

**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:

- ☐ \$0-\$10,000 ☐ \$10,001-\$20,000 ☐ \$20,001-\$30,000  
☐ \$30,001-\$40,000 ☐ \$40,001-\$50,000 ☐ 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)

- ☐ Food Stamps ☐ Medicaid (State Health Insurance) ☐ Earned Income Tax Credit  
☐ TANF ☐ Head Start/Early Head Start Services ☐ 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			mm/dd/yy							
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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## 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.

<b>Part I</b>		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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## PROTECTIVE FACTORS SURVEY

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

<b>Part II</b>		<b>Strongly Disagree</b>	<b>Mostly Disagree</b>	<b>Slightly Disagree</b>	<b>Neutral</b>	<b>Slightly Agree</b>	<b>Mostly Agree</b>	<b>Strongly Agree</b>
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 \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Part III</b>		<b>Strongly Disagree</b>	<b>Mostly Disagree</b>	<b>Slightly Disagree</b>	<b>Neutral</b>	<b>Slightly Agree</b>	<b>Mostly Agree</b>	<b>Strongly Agree</b>
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: [CContracts@co.shasta.ca.us](mailto:CContracts@co.shasta.ca.us)



## HOUSE RULES AGREEMENT

## VOTC, Inc.

## T-House General 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 (women shall not dress provocatively).	
3. All participants should act and dress properly while at VOTC, Inc. this includes fraternizing with and relationships between clients. There will be no sexual activities on the VOTC, Inc. 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.	
Conflicts between residents are to be immediately referred to staff for resolution.	
19. Gambling or visits to gambling establishments for the purpose of gambling is strictly prohibited.	
20. No gang attire or affiliated items, no racial, sexual, or other prejudicial messages will be tolerated.	
21. No phone calls after 10:00 PM.	
22. Absolutely no babysitting or child care of non-participants' children will be permitted.	
23. Participants must be approved by Staff and have a signed release of liability from a parent before they can provide child care for other participants.	
24. Participants will clean up after themselves and their children immediately after cooking or eating.	
25. 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.	
26. 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.	
27. Participants enrolled in outpatient and not working are expected to attend daytime groups unless other arrangements have been made with staff.	

Participant Initials \_\_\_\_\_

Staff Initials \_\_\_\_\_

VOTC, Inc.  
T-House General Rules Agreement

28. Participants must be in compliance with their treatment requirements, including treatment plan, unless otherwise arranged with Staff.	
29. 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.	
30. 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.	
31. 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.	
32. 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.	
33. 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 \_\_\_\_\_

Additional Specific Rules for Participants With Their Child(ren)	Participant Initials
34. Parents must take full responsibility for the discipline, health and safety of their child(ren) at all times, failure to do so will result in a report being made to the proper authorities because we are a mandated reporting agency. No spanking allowed. Alternate methods of parenting techniques will be used such as Timeout, 1-2-3 Magic, Triple P, etc.	
35. No profanity in the presence of children at the program.	
36. Bedtime for all children will be no later than 9:00 PM.	
37. Participants will clean up after themselves and their child(ren) immediately after cooking or eating. Parents are asked to sit and eat with their child(ren) during meals.	
38. All soiled diapers must be placed in outside receptacles immediately. Diapers are to be changed in the bedrooms only, not on couches. No diapers, wipes, tampons, etc. shall be put in the toilet.	
39. Children under the age of six (6) must be supervised while in the bathroom at all times. Absolutely no leaving children unattended while bathing or otherwise using the bathroom.	
40. It is the responsibility of the parent to maintain a safe environment for their child(ren), this includes but is limited to keeping poisonous cleaning products, medication, etc. out of reach	
41. While children are outside playing an adult must be present at all times.	
42. When a child is sick, the parent's attention is required. If the child has a fever, is sick for more 2 days, or an injury occurs, the child must be taken to a doctor and/or an emergency room and VOTC staff be notified immediately.	

As a condition of having my child(ren) at a VOTC, Inc. T-House, I agree to follow these rules and understand that any violations will result in a disciplinary action. I agree to comply with all aspects of the program.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Staff Signature \_\_\_\_\_ Printed Staff Name \_\_\_\_\_

Client Name: (PRINT) \_\_\_\_\_  
 (LAST) (FIRST) (MI)

35 of 37

**VOTC, Inc.**  
**T-House Policies/Consents Agreement**

I, \_\_\_\_\_, agree to follow the policies:

**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 VOTC, Inc., it's 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**

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 IS ON A DAY BY DAY BASIS. I AGREE THAT IF I AM ASKED TO LEAVE BECAUSE OF ANY VIOLATION OF PROGRAM RULES; 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).

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Participant Signature

Date

---

Staff Signature

Date

---

Print Staff Name

Title