

TULARE COUNTY AGREEMENT NO. 28718

COUNTY OF TULARE
SERVICES AGREEMENT
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018, between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC. ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. WHEREAS, COUNTY has determined that a present need exists for the services set forth in this Agreement; and
- B. WHEREAS, COUNTY is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and
- C. WHEREAS, COUNTY and CONTRACTOR agree that the terms and conditions of this Agreement apply to the services provided hereunder; and
- D. NOW, THEREFORE In consideration of the promises contained herein, the parties are willing to enter into this Agreement upon the terms and conditions set forth;

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2019, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached **Exhibit A**
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibits B**
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at: http://tularecountycounsel.org/default/index.cfm/public-information/
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TULARE COUNTY AGREEMENT NO. _____

<input checked="" type="checkbox"/>	Exhibit E	Reporting Standards
<input checked="" type="checkbox"/>	Exhibit F	Monitoring and Audits

7. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Marichu A. Baker, Fiscal Manager
Tulare County Probation Department
221 South Mooney Boulevard, Room 206
Visalia, California
Phone No.: +1 (559) 713-2765
Fax No.: +1 (559) 713-2765

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 West Burrel Avenue
Visalia, California 93291
Phone No.: +1 (559) 636-5005
Fax No.: +1 (559) 733-6318

CONTRACTOR:

CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.
311 North Douty Street
Hanford, California 93230
Phone No.: +1 (559) 583-9300
Fax No.: +1 (559) 583-9307

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. **AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

TULARE COUNTY AGREEMENT NO. _____

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.

Date: _____

By [Signature]
Print Name CRYSTAL HERNANDEZ
Title EXECUTIVE DIRECTOR

Date: _____

By [Signature]
Print Name REGINA BOERKAMP
Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 6/26/2018

By [Signature]
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: 6/26/2018

By [Signature]
Deputy Clerk

Approved as to Form
County Counsel

Date: 6/14/18

By [Signature]
Deputy
Matter # 2018878





Recovery Alternative Programs, Inc.

BOARD OF DIRECTORS RESOLUTION IN WRITING PASSED PURSUANT TO
CHAMPIONS ARTICLES OF INCORPORATION

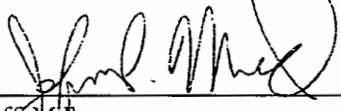
DULY PASSED ON 01/27/2016

RESOLVED

WHEREAS, this Board of Directors has discussed and determined that it is in the best interest of the Agency to authorize the Executive Director, Dr. Crystal Hernandez to enter into and execute contracts on behalf of Champions Recovery Alternative Programs Inc. ('Champions').

The Board vote was as follows: 7 Ayes, 0 Nays, 0 Abstained on 01/27/2016.

1/27/16
Date



Jeff Milhon
On behalf of the Board of Directors
Champions Recovery Alternative Programs, Inc.

EXHIBIT A

SCOPE OF WORK

Champions Alternative Recovery Programs, Inc. ('Champions')

Adolescent Substance Use Disorder Treatment Services-Probation

Overview: Champions Recovery Alternative Programs, Inc. ('Champions') is a non-profit agency, governed by a Board of Directors, with oversight by an Executive Director. Under the Executive Director, there are various program managers, Clinical Director, Director of Operations, clinical supervisors, clinicians, assistant program managers, therapists, administrative staff, a Medical Director, a Certified Public Accountant, substance use counselors, case managers, general facility monitors, clerical staff, and interns. Champions provides a wide array of behavioral health services, reentry services, and family programming. The mission of Champions is to "Put into order, disordered lives," focusing on the strengths and resiliency of clients to work collaboratively to rebuild broken lives, provide essential treatment and services to address robust and often complex behavioral health needs. Champions strives to create a chance for positive change in the lives of the clients and their families through trauma-informed, strength-based, innovative, and comprehensive delivery models.

Target Population: Champions will serve the referred Tulare County juvenile probationers (target population is 12 through 17 years of age) within the Champions Center location in Visalia (910 W. Center, Visalia CA), as well as both the Tulare County Youth Facility and the Tulare County Juvenile Detention Facility. The agreed upon number to be served is 100 (one-hundred) juveniles and their respective parents/ caregivers (during parental sessions).

Activities: Screening and assessment for substance use symptomology and treatment dosage are essential components of the American Society of Addiction Medicine (ASAM) system adopted by Champions. The ASAM criteria is a comprehensive set of guidelines for assessment, service planning, placement, continued stay and transfer/ discharge of patients with addiction and co-occurring conditions. Using the criteria as a guide to: 1) assist clients from assessment through treatment, 2) work with the client to determine goals, 3) help rank and rate the client's risks, using the criteria's multidimensional approach to determine where to focus treatment and services, and 4) determine intensity and frequency of service needed using the criteria's detailed guides to levels of care.

Champions specifically utilizes the Matrix Model for Teens and Young Adults for matching severity and Level of Function with Type and Intensity of Service (ASAM), the Addictions Severity Index (ASI), and the Diagnostic and Statistical Manual of Mental Disorders-5 (and IV-TR) to assess client symptomology, level of treatment dosage, and diagnosis. Criminogenic elements will also be incorporated and addressed in treatment and case conceptualization. Further, additional screening and assessment tools for mental health will be utilized such as: A Strengths-Based Intake Assessment, a Traumatic Events Screening Inventory (TESI-C) for youth, a Beck Depression Inventory, and a Hamilton Anxiety Scale.

Specifics of the program include:

1. Individualized Treatment Plan—addressed the treatment needs of the juvenile, such as mental health, substance abuse, education, family needs, physical health needs, and other criminogenic domains. Treatment plans will be based on assessments, as well as collateral information and documentation.

2. Intensive Case Management—including a Case Plan, which aligns with the Individualized Treatment Plan in order to ensure that clients receive guidance and monitoring of action steps towards goals.
3. Community supervision per Probation Department—Juvenile Division.
 - a. Based on risk assessment/ juvenile needs
 - b. Coordination of Champions and Probation for the collaborative treatment of the juvenile.
4. Mental Health Services—including group and individual therapeutic interventions and medication services as needed.
 - a. Address developmental needs of juveniles
 - b. Addressing psychological maturity
 - c. Multidimensional Family Therapy (MDFT) as applicable
 - d. Psychopharm needs (including continuance of medication regimens)
5. Substance Abuse Services—including group and individual alcohol/ drug treatment.
 - a. The Matrix Model for Teens and Young Adults-- provides a proven, evidence-based, flexible Intensive Outpatient Program (IOP) for alcohol and drug treatment that works for people between the ages of 13 to 25. It uses cognitive-behavioral therapy (CBT), and motivational interviewing (MI) to teach patients to analyze events and change thoughts, behaviors, and lifestyle related to alcohol and other drug use.
 - i. Group and individual sessions
 - ii. Urine Analysis
6. Educational Services—with a cooperative agreement with the County Department of Education to ensure that juveniles have their educational service needs met.
 - a. Development of a transition strategy/ plan for reentry into school
 - b. Participation in SARB/ IEP/ 504 plans (for those students with such needs)
 - c. Participation in disciplinary meetings
 - d. Educational planning for college/ vocational schools deemed age appropriate.

Youth (target population is 12 through 17 years of age) will receive between 6 and 19 hours per week to treat multidimensional instability, high-intensity SUD treatment per ASAM Level of Care 2.1. Qualified ASAM based screening tools and assessments will be utilized in determining the ongoing diagnosis and justification for treatment dosage and level of care. Priority is placed on identifying all at risk adolescents and working collaboratively with other providers and parties for the most robust treatment delivery possible. A comprehensive treatment plan will be developed and will include: Cognitive Behavioral Therapies, Psychoeducation, life skills, educational and vocational services, and health issues. To prevent relapse and support the 3 adolescent's transition into recovery, Champions will provide/arrange for recovery support and other continuing care services after the completion of formal treatment. These recovery support services will be clearly outlined in the adolescent's recovery plan prior to discharge from treatment.

Additionally, ongoing evidence based practices such as Dialectical Behavioral Therapy (DBT), Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), and Eye Movement Desensitization Reprocessing (EMDR) will be offered to clients with identified mental health needs in the form of individual, parental, and family sessions. Interventions will address the client and family's trauma history while also fostering resiliency.

Session/ Service Type	Units of Service (Per Session Type)	Maximum Program Hours
INTERVENTION PHASE		
Early Recovery Skills Adolescents	3 Hrs	24 Hrs
Relapse Prevention I: Matrix Adolescents	2 Hrs	16 Hrs
Relapse Prevention II: Matrix Adolescents	3 Hrs	24 Hrs
Individual Counseling Sessions	1 Hrs	24 Hrs
Adolescent Co-Occurring Disorders	2 Hrs	24 Hrs
Life Skills	2 Hrs	24 Hrs
Case Management	2 Hrs	48 Hrs
Individual Psychotherapy	1 Hr	24 Hrs
ProChange Youth Course	1 Hr	24 Hrs
Health & Wellness	1 Hr	24 Hrs
Family Systems/ Family Dynamics	1 Hr	24 Hrs
<i>Total Units of Service Intervention Phase</i>	19 Hrs	280 Hrs
AFTERCARE PHASE		
Relapse Prevention III: Matrix Adolescents	2 Hrs	16 Hrs
Individual Counseling Sessions	1 Hrs	24 Hrs
Individual Psychotherapy	2 Hrs	24 Hrs
Family Education	2 Hrs	24 Hrs
Case Management	2 Hrs	48 Hrs
<i>Total Units of Service Aftercare Phase</i>	9 Hrs	136 Hrs
MISCELLANEOUS CLIENT ACTIVITIES		
Orientation, Eligibility, Assessment, Admissions, CalOMS, Initial Case Plan Development	6 Hrs	6 Hrs
Documentation	1 Hrs	48 Hrs
Crisis Intervention (varies)	1 Hrs	48 Hrs
Treatment Plan Updates (x3)	2 Hrs	6 Hrs
Weekly Staff Meetings	2 Hrs	96 Hrs
Exit Assessment (Planning)	3 Hrs	3 Hrs
Discharge Summary	2 Hrs	2 Hrs
<i>Total Units of Service Misc. Client Functions</i>	17 Hrs	209 Hrs
TOTAL UNITS OF SERVICE PER CLIENT		625

Goals:

1. Provide substance use treatment and/ or additional outlined services to 100% of probationers referred by Tulare County Probation, inclusive of prevention, early intervention, interim, intervention, or referrals/ linkages.
2. Decrease substance use related recidivism among the target population.
3. Reduce symptomology within the target population related to substance use and/ or mental health symptomology.
4. Provide family sessions for all parent's/ care givers of the target population to address systemic trauma, reunification, communication, boundaries, and prosocial change within the unit.
5. Provide ancillary service and/ or linkages for all families of probationers referred into treatment.

6. Collaborate with Tulare County Probation on all cases referred to Champions, participate in meetings and case development, provide monthly (or as needed) reports to Tulare County Probation Department.

EXHIBIT B

PAYMENT FOR SERVICES

Purpose: Champions will serve the referred Tulare County juvenile probationers (target population is 12 through 17 years of age) within the Champions Center location in Visalia (910 W. Center, Visalia CA), as well as both the Tulare County Youth Facility and the Tulare County Juvenile Detention Facility.

The agreed upon number to be served is a maximum of 100 (one-hundred) juveniles and their respective parents/ caregivers (during parental sessions).

Item	Cost Per Session	Total per 16 Week Session/ Client
Assessment/ Tx Plans Development/ Case Management	\$39.50 (x 16 weeks/ 2-3 sessions per week)	\$1819.00
Group & Individual SUD Session		
Parental/ Caregiver Sessions		

Total Annual Billing Maximum: \$181,900

Champions will submit to Tulare County Probation Department all monthly invoices by the 5th of the following month.

EXHIBIT C

INSURANCE

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*
 - d. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-): VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT D

REPORTING STANDARDS

- A. CONTRACTOR will enter all relevant information into the case management system as identified by Tulare County Probation Department. Until a system is identified the CONTRACTOR will notify the COUNTY via fax, +1 (559) 730-2626, according to the same time lines outlined below.
- B. CONTRACTOR will enter into the system or advise via fax, +1 (559) 730-2626, the admission date on the admission date or no later than two (2) business days after the admission date on all clients referred for services.
- C. CONTRACTOR will enter into the system or advise via fax, +1 (559) 730-2626, the discharge date and reason for the discharge no later than two (2) business days after the discharge on all clients referred for services.
- D. CONTRACTOR will correct errors in the system or advise via fax, +1 (559) 730-2626, the correction as identified by the COUNTY and verified by the CONTRACTOR no later than two (2) business days from the date of notification.

EXHIBIT E

MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess and evaluate the CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include but not limited to, audits, inspections of project premises, and interviews of project staff and participants. This fiscal audit shall be:

- Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be completed no later than nine (9) months after the end of the subcontractor's fiscal year. The audit report is due to the Alcohol and Drug Division no later than thirty (30) days after the completion of the audit.
 - Performed in accordance with Government Auditing Standards – shall be performed by the COUNTY of an independent audit and be organization-wide.
 - All inclusive – includes and audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination with laws and regulators of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:
 - Drug/ Alcohol Programs
 - Domestic Violence Programs
1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the CONTRACTOR performed an Independent expense verification review of the CONTRACTOR in making the determination; whether audit findings were issued, and if applicable date of management letter.
 2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
 3. Audits may be conducted by the COUNTY or an independent, third party, including either a private professional or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of five (5) years and shall be made available and subject to inspection. CONTRACTOR shall not destroy any records without written consent provided by the COUNTY.