

**COUNTY OF TULARE
SERVICES AGREEMENT**

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 **Central Valley Recovery Services, Inc.**, a California corporation ("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. The Public Safety Realignment Act (Assembly Bill 109), signed into law on April 04, 2011, transferred responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to the counties.

B. In an effort to address the provisions of Assembly Bill 109, and the influx of 1) Low-Level State Prison Post-Release (PRCS); 2) Low-Level Non-Violent, Non-Serious, and Non-Registerable Sex Offenders (N3's); 3) Existing violators of Parole who will not be returned to State Prison; 4) Any offenders who are placed on Felony Probation, COUNTY needs to enter into contracts and linkages with community-based services for placement, treatment, counseling, employment, education, and training.

C. CONTRACTOR operates in various locations in Visalia, CA, with a major goal to provide quality case management, treatment, training, and supervision services; programs provided by CONTRACTOR include: substance abuse treatment, residential treatment, transitional living, and intensive outpatient services, and are designed to reduce the likelihood of return to crime, or recidivism and to incorporate evidence-based curriculum in areas including health, life skills, parenting recreation, and socialization.

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 **Exhibit B**. The maximum amount not to exceed \$350,000.

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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<input checked="" type="checkbox"/>	Exhibit E	Reporting Standards: See Attached.
<input checked="" type="checkbox"/>	Exhibit F	Monitoring and Audit: See Attached.

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 pre-paid and addressed as follows:

COUNTY:

Tulare County Probation Department
Marichu Baker, Fiscal Manager
221 S. Mooney Blvd., Rm. 206
Visalia, CA 93291
Phone No.: (559) 713-2750
Fax No.: (559) 730-2557
MABaker@co.tulare.ca.us

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrell Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Central Valley Recovery Services, Inc.
Administration
Shirley Kluver, Chief Executive Officer
Mia Peña-Cohen, Administrative Assistant
320 West Oak Avenue, Suite A
Visalia, CA 93291
Phone No.: (559) 625-2995
Fax No.: (559) 625-3808
shirleykcvrs@att.net / mia@cvrshome.org

(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]

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

Date: June 7th 2018

CENTRAL VALLEY RECOVERY SERVICES, INC.
By [Signature]
Print Name GAILERD SWEETWOOD
Title Chair Person

Date: June 9 2018

By [Signature]
Print Name DONALD E. WILLIAMS
Title TREASURER

[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.]

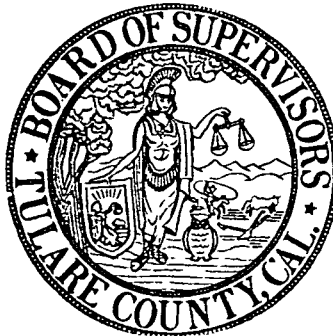
COUNTY OF TULARE

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

By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

By [Signature] 6/8/2018
Deputy
Matter # 2018889

**COUNTY OF TULARE
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Exhibit A

SCOPE OF WORK

Central Valley Recovery Services,
Inc. (CVRS)
Administration
320 W. Oak Ave., A
Visalia, CA 93291

**PINE RECOVERY
CENTER**

Pine Recovery Center is a 90-day substance abuse treatment program for men, 18 years of age and older. This 26-bed program offers non-medical detox and primary residential treatment. Primary residential treatment is followed by 9 months of after care.

The evidence-based curriculum used is "Living in Balance," and Cognitive Behavioral Therapy. Additional education and training is given in other areas, such as health, life skills, parenting, recreation, socialization, the twelve step principals, and supportive community resources.

ROBERTSON RECOVERY

Robertson Recovery is a 90-day substance abuse treatment program for men, 18 years of age and older. This 29-bed program offers non-medical detox and primary residential treatment. Primary residential treatment is followed by 9 months of after care. The facility construction was just completed July 2016, and is fully licensed and certified by the State Department of Health Care Services, effective September 1, 2016.

The evidence-based curriculum used is "Living in Balance," and Cognitive Behavioral Therapy. Additional education and training is given in other areas, such as health, life skills, parenting, recreation, socialization, the twelve step principals, and supportive community resources.

NEW VISIONS

New Visions is a 90-day substance abuse treatment program for women, 18 years of age and older. This 17-bed program offers non-medical detox and primary residential treatment. Primary treatment is followed with 9 months of after care.

The evidence-based curriculum used is "Living in Balance," and Cognitive Behavioral Therapy. Additional education and training is given in other areas such as health, life skills, parenting, recreation, socialization, the twelve step principles, and supportive community resources.

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TRANSITIONAL LIVING SERVICES

Central Valley Recovery Services, Inc. operates three transitional living facilities for men (January Houses) and one transitional living facility for women (Johnson House).

Transitional living is available to individuals who have successfully completed primary residential treatment or to individuals currently receiving outpatient services at New Heights.

- Each facility has a 6 bed capacity.
- A house manager is on-site and responsible for the supervision/adherence to house rules of residents.
- Two meals per day are provided
- Residents may stay in a transitional housing facility for up to one year.

NEW HEIGHTS

**OUTPATIENT SUBSTANCE USE DISORDER
TREATMENT SERVICES**

Outpatient substance abuse treatment services for individual and group counseling is available. An assessment is completed for each client, and various levels of care will be available as determined by the placement assessment and referral source. Mental health assessments performed by a licensed clinician are also available.

Preference shall be given to parenting and pregnant, and/or intravenous drug users who are seeking alcohol and drug treatment services.

INTENSIVE OUTPATIENT

The Intensive Outpatient Program (IOP) is a 12 week program designed to provide a more intense level of treatment than standard outpatient. It is 1 year in length with 2 phases.

Referral Process:

The referral source will Fax or email a Referral Form and Release of Information. New Heights staff will contact the consumer to schedule his/her intake.

Intakes:

Intakes are done daily at New Heights, Monday through Friday, beginning promptly at 1:45 PM. This process takes approximately 90 minutes. Upon completion of the intake process, consumers are introduced to staff. They then complete and sign the necessary paperwork, are assigned an Alcohol or Drug (AOD) counselor, and are scheduled for their three – 3 hour education/process groups, and 1 – 1 hour weekly individual sessions.

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Phase 1: Intensive Outpatient

This phase includes 12 individual sessions (1 per week) which are 1 hour in length. There are 36 education/process groups (3 per week) which are 180 minutes in length, offered Monday - Friday. These groups are also offered in the evenings to accommodate individuals who work or attend school during the day. Additionally, consumers are required to show proof of attending 2 to 4 Alcoholics Anonymous (AA) / Narcotics Anonymous (NA) meetings weekly. The number of meetings required depends upon whether the individual is employed full time and/or has a sponsor.

New Heights utilizes the evidence based *Living in Balance*, *Women in Recovery*, and *Men in Recovery* curricula. Additional information and education is provided as follows:

- Tulare County Health and Human Services provides HIV/Aids education.
- Family Services of Tulare County provides domestic violence education.
- Fresno State University provides information on how to apply for classes at College of the Sequoias and for grants and financial aid.
- Resource/Computer Lab is available Monday – Friday, 8:00 AM – 5:00 PM, to update resumes, job search, complete on-line applications, check emails from prospective employers, and participate in on-line classes.

New Heights staff will collaborate with referral sources to ensure every effort is made to provide the full scope of services that are offered from both agencies to promote success.

Consumers are required to submit to random Urine Analysis (UA) drug testing and breathalyzer tests. Consumers who cannot remain abstinent during this rigorous IOP program are referred for a step up (interim placement) to one of Central Valley Recovery Services' inpatient facilities for a higher level of treatment. While in interim status, consumers will continue to receive services until a bed becomes available.

Phase 2: Continuing Care/Aftercare

This phase includes 1 Continuing Care/Aftercare group weekly which is 90 minutes in length. Consumers are required to show proof of attending 2 to 3 AA/NA meetings weekly and to attend our monthly Alumni meeting. All consumers are required to continue working with a sponsor and complete the 12 Steps of Recovery. Continuing Care/Aftercare groups are geared toward relapse prevention, life skills education, step work, utilizing recovery tools, and helping consumers to continue to seek higher levels of education and employment.

Consumers will receive a Certificate of Completion after completing Phase 2 with 1 year of continued abstinence.

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EXHIBIT B

PAYMENT FOR SERVICES

Central Valley Recovery Services, Inc. (CVRS)

Central Valley Recovery Services, Inc. (CVRS) will charge the Tulare County Probation Department \$65 per bed per day at Pine Recovery Center located at 120 West School Avenue, Visalia, CA 93291.

Central Valley Recovery Services, Inc. (CVRS) will charge the Tulare County Probation Department \$65 per bed per day at New Visions located at 1425 East Walnut Avenue, Visalia, CA 93292.

Central Valley Recovery Services, Inc. (CVRS) will charge the Tulare County Probation Department \$65 per bed per day at Robertson Recovery Center at 3107 E. Kaweah, Visalia, CA 93292

Transitional living services will be available at a cost of \$20.00 per client per day or \$600.00 per client per month. Transitional living services do not include treatment services.

Outpatient substance abuse treatment services for individual and group counseling will be available at an hourly rate of \$45 for individual and \$19.50 per hour for group sessions (minimum three (3) individuals in each group).

A twelve week Intensive Outpatient substance abuse and correctional treatment services are available at an hourly rate of \$45.00 for individual and \$19.50 per hour for the 3 hour group sessions, (\$58.50 per group). The services will include minimum one individual session and three group sessions per week, and an array of services as delineated in Exhibit A.

Substance abuse assessments (SASSI) will be available at a cost of \$50 per client.

Mental health assessment performed by a licensed clinician will be available at a cost of \$370 per client.

Billing will be provided monthly,

Sent to: Probation Department
221 South Mooney Boulevard, Room 206
Visalia, CA 93291
ATTN: Marichu Baker, Fiscal Manager

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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. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence. (Occurrence Form CG 00 01). If annual aggregate applies, it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies, it must be 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. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
 - 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; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
 - 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. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*
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. *Waiver of Subrogation. 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 employer's liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

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- 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 and a copy of the declarations page from the policy in effect 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.

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EXHIBIT E

REPORTING STANDARDS

- A. CONTRACTOR will enter all relevant information into the case management system as identified by the Tulare County Probation Department. Until a system is identified, the CONTRACTOR will notify the COUNTY via fax according to the same time lines outlined below.
- B. CONTRACTOR will enter into the system or advise via fax 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 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 the correction as identified by the COUNTY and verified by the CONTRACTOR no later than two (2) business days from the date of notification.

Tulare County Probation Department
221 South Mooney Boulevard, Room 206
Visalia, CA 93291
ATTN: Marichu Baker, Fiscal Manager

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EXHIBIT F

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 is 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 or an independent audit and be organization-wide.
 - All inclusive – includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:
 - Anger Management
 - Batterer's Treatment
 - Child Abuser's Counseling
 - Cognitive Behavioral Treatment
 - Drug/Alcohol Outpatient
 - Drug/Alcohol Residential
 - DUI Program
 - Employment & Training
 - Institution Programs
 - Mental Health Inpatient
 - Mental Health Outpatient
 - Parenting Classes
 - Sex Offender Treatment
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 and 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.

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3. Audits may be conducted by the County, 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 COUNTY.