EXHIBIT A TO CONTRACT FOR PROVISION OF RECOVERY RESIDENCE SERVICES BETWEEN COUNTY OF ORANGE AND

ACTION ALLIANCE FOUNDATION
JULY 1, 2023 THROUGH JUNE 30, 2026

I. COMMON TERMS AND DEFINITIONS

- A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.
- 1. <u>Bed Day</u> means one (1) calendar day during which CONTRACTOR provides Recovery Residence Services as described in Exhibit A of this Contract. A Bed Day will include the day of admission; but not the day of discharge. If admission and discharge occur on the same day, one (1) Bed Day will be charged.
- 2. <u>Co-Occurring</u> is when a Resident has at least one substance use disorder and one mental health disorder that can be diagnosed independently of the other.
- 3. <u>Completion</u> means the completion of the residential Recovery Residence program whereby the Resident has successfully completed all goals and objectives within the maximum authorized length of stay authorized by ADMINISTRATOR and documented in the Resident's chart. Completion is not defined as a specific length of time in the recovery residence, rather successful transition into the community.
- 4. <u>Intake</u> means the initial face-to-face meeting between a Resident and CONTRACTOR staff in which specific information about the Resident is gathered, including the ability to pay and standard admission forms pursuant to the Contract.
- 5. <u>Linkage</u> means connecting Resident to ancillary services such as outpatient and/or residential treatment and supportive services, which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services
- 6. <u>MAT Services</u> means the use of Federal Drug Administration-approved medications in combination with behavioral therapies to provide a whole person approach to treating substance use disorders.
- 7. <u>Recovery Residence</u> means transitional housing services that are provided to Residents at a twenty-four (24)-hour Recovery Residence facility. Services are provided in an alcohol and drug free environment. These services are provided in a non-medical residential setting.
- 8. Resident means a person sentenced on AB 109 Post-release Community Supervision (PCS) or Mandatory Supervision (MS) with a substance use disorder, or a person who is at risk for becoming

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sentenced under AB109 and/or for whom a COUNTY approved referral has been completed pursuant to this Contract.

- 9. <u>Self-Help Meetings</u> means a non-professional, peer participatory meeting formed by people with a common problem or situation offering mutual support to each other towards a goal or healing or recovery.
- 10. <u>Substance Use Disorder (SUD)</u> means condition in which the use of one or more substances leads to a clinically significant impairment or distress per the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)
- 11. <u>Unit of Service</u> means one (1) calendar day during which services are provided to a Resident pursuant to this Contract. A day in which a Resident is absent for a CONTRACTOR -sanctioned overnight pass may also be included as a unit of service.
- B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

II. PAYMENTS

- A. BASIS FOR REIMBURSEMENT As compensation to CONTRACTOR for services provided pursuant to this Contract, COUNTY shall pay CONTRACTOR monthly in arrears at \$55.00 per bed day served at CONTRACTOR's facility for all Recovery Residence Services for substance users, provided however, that the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all Recovery Residence Services shall not exceed COUNTY's Aggregate Amount Not To Exceed as set forth in the Referenced Contract Provisions of this Contract; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable county, federal, and state regulations. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of this Contract.
- B. CONTRACTOR's billings shall be on forms approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed billing form.
- C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledger and journals of service provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the monthly billing.
- D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Contract.
- E. ADMINISTRATOR may withhold or delay processing of CONTRACTOR's final invoice until CONTRACTOR submits a correctly completed Cost Report as defined in the Cost Report Paragraph.
- F. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract.

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G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.

III. PERFORMANCE OUTCOMES

- A. CONTRACTOR shall achieve performance objectives and shall track and report Performance Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to meet the performance objectives, and, therefore, revisions to performance objectives may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.
- 1. CONTRACTOR shall provide effective sober living program to Residents with identified alcohol and/or drug problems as measured by Employment and Housing Linkage Rates.
- A. Employment Rate: Eighty Percent (80%) of all Residents obtaining successful Completion shall be employed, be enrolled in school, or be participating in regular volunteer activities by discharge from the Recovery Residence facility. Residents who are enrolled as a full time student, who are deemed physically or mentally disabled by a certified physician, and who have volunteered for more than ten (10) hours per week in the community are considered as employed. Employment rate shall be calculated by the number of Residents who obtained employment (as defined in this subparagraph) at completion of Recovery Residence Services divided by the number of Residents completing Recovery Residence Services during the evaluation period.
- b. <u>Housing Linkage Rate</u>: Eighty Percent (80%) of all Residents shall be linked to stable housing upon completion of Recovery Residence. Housing Linkage Rate shall be calculated by the number of Residents transitioning to stable housing upon completion of Recovery Residence Services divided by the number of Residents completing Recovery Residence Services during the evaluation period.
- B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Performance Outcomes Paragraph of this Exhibit A to the Contract.

IV. RECORDS

- A. CONTRACTOR shall create and maintain all files pertaining to Recovery Residence Residents in the following manner:
 - 1. All files shall be kept in a locked cabinet; and
- 2. Access shall be limited to the director and other personnel with a legitimate need for access who are specified in CONTRACTOR's policies and procedures.
- B. CONTRACTOR shall ensure the contents of individual Resident files include, but are not limited to, the following:
 - 1. A personal information form which contains:
 - a. Personal data for proper identification;

- b. Length of sobriety and prior recovery experience;
- c. The name(s) of the Resident's current outpatient care option (treatment facility or Day Reporting Center (DRC)); and
 - d. The name of referral source to the facility.
- 2. The Resident's treatment plan recommendations from referral sources and others. Notations about how the facility can assist the Resident in implementing his/her treatment related court orders and/or treatment plan recommendations.
 - 3. List of prescribed medication(s) used by the Resident.
- 4. A waiver of confidentiality, signed at the time of the Resident's initial intake into the Recovery Residence facility, to permit disclosure of designated information about the Resident to HCA, Treatment Provider, Courts, Orange County Probation Department, (OCPD), Parole Department, Public Defender and/or District Attorney.
 - 5. Health Care Agency (HCA) referral form for Recovery Residence Services.
- 6. Copies of all progress reports and all correspondence written by CONTRACTOR staff regarding the Resident.
 - 7. Dates and results of all drug and alcohol tests and all forms related to such tests.
- 8. Overnight pass information. No overnight pass shall be granted if it would conflict with any existing court order.
- 9. Dates of the Resident's entry, and completion or termination from the facility, including the circumstances of his/her discharge.
- 10. A copy of the Recovery Residence facility's rules and Resident intake forms, signed and dated by the Resident upon entry into the Recovery Residence facility.
- C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records Paragraph of this Exhibit A to the Contract.

V. <u>REPORTS</u>

- A. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR, in conjunction with the billing described in the Payments Paragraph in this Exhibit A. These monthly programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th) calendar day of the month following the report month.
 - 1. Monthly programmatic reports shall include completion, retention, and abstinence rates.
- A. Completion Rates shall be calculated by using the number of Residents successfully completing the Recovery Residence program divided by the total number of Residents discharged during the evaluation period.
- b. Retention Rates shall be calculated by using the number of Residents currently enrolled in or successfully completing the Recovery Residence program divided by the total number of Residents

served during the evaluation period.

- c. Abstinence Rates shall be calculated by the number of negative drug screenings performed divided by the total number of drug screenings performed during the evaluation period.
- 2. CONTRACTOR shall include in the monthly programmatic report any problems in implementing the provisions of the Contract, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Contract shall be included.
- B. CONTRACTOR shall make additional reports, as required by ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested and the time frame the information is needed.
- C. CONTRACTOR shall enter psychometrics into COUNTY's EHR system as requested by ADMINISTRATOR. Said psychometrics are for COUNTY's analytical uses only, and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Paragraph XIV., from any claims that arise from non-COUNTY use of said psychometrics.
- D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.

VI. <u>SERVICES</u>

A. FACILITY – CONTRACTOR shall provide Recovery Residence Services described herein at an Orange County Sheriff Certified Recovery Residence facility. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day throughout the year. Services shall be provided at the following locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:

143 E. Rosslynn Ave., Fullerton, CA 92832

802 Modena St., Anaheim, CA 92801

107 S. Agate Pl., Anaheim, CA 92804

- 907 S. Locust Dr., Fullerton, CA 92833
- 1. CONTRACTOR's Recovery Residence facility shall be clean, safe, sanitary, and in good repair at all times and shall include the following:
 - a. An alcohol and drug-free living environment for Residents.
- b. Safe sleeping quarters, a separate bed for each Resident, closet and dresser space, clean linen in good repair, including lightweight, warm blankets; top and bottom sheets; pillowcases; mattress pads; bath towels and wash cloths.
 - c. Bedrooms shall not be overcrowded and meet the definition of a bedroom as contained

in the Uniform Building Code. There should be a minimum of seventy (70) square feet for the first two people and fifty (50) square feet for each additional person in the bedrooms, unless CONTRACTOR receives prior written approval by ADMINISTRATOR.

- d. Basic living facilities, including but not limited to, adequate bathing, hand washing and toilet facilities, lounge area, and dining area with adequate seating.
 - e. Laundry facilities and laundry supplies at no cost to the Resident.
 - f. Toiletry articles appropriate to the health and grooming needs of the Resident.

B. PERSONS TO BE SERVED

- 1. CONTRACTOR shall serve homeless individuals eighteen (18) years and older with substance use disorder or Co-Occurring with mental illness, who are on AB109 supervision or at risk of becoming supervised/sentenced under AB109.
- 2. AB109 screening unit, COUNTY contracted Residential Treatment providers, and other referral sources as designated by ADMINISTRATOR are responsible for referrals to CONTRACTOR for Recovery Residence Services under this Contract.
- 3. CONTRACTOR shall admit all persons receiving MAT Services referred by ADMINISTRATOR. CONTRACTOR must have procedures for Linkage/integration for Residents who are lawfully prescribed MAT. CONTRACTOR staff must facilitate communication with physicians and Resident in compliance with 42 CFR part 2 to discuss dosage and side effects and must abstain from providing medication guidance outside of the advice of an appropriately qualified medical professional.
- 4. CONTRACTOR shall, in accordance with capacity of the facility, admit all persons referred by ADMINISTRATOR.
- C. UNITS OF SERVICE CONTRACTOR shall provide, pursuant to the Contract, no more than four (4) months of Recovery Residence Services, equivalent to a maximum of one hundred twenty (120) Recovery Residence Units of Service, per Resident within a twelve (12) month period, unless otherwise authorized in writing by ADMINISTRATOR. ADMINISTRATOR may increase or decrease the maximum length of stay in writing for specific populations as needed to accommodate the demand for Recovery Residence services. Residents may be allowed to stay up to an additional thirty (30) calendar days beyond the maximum allowable length of stay with prior approval from ADMINISTRATOR.
- D. SCOPE OF SERVICES CONTRACTOR shall provide services within the specifications stated below, unless otherwise authorized by ADMINISTRATOR. Such services shall include, but not be limited to, the following:
- 1. <u>DUTIES OF DIRECTOR AND HEAD OF ADMINISTRATIVE STAFF</u> Each recovery residence facility shall have a "director," the manager of a recovery residence who is responsible for the supervision of all Residents and of all staff employed by, or volunteering for, the facility, and for approving all progress reports about Residents' recovery that are provided to courts, county or city agencies, or other providers of recovery services. He/she is responsible for overall management of the facility.

- 2. <u>DUTIES OF HOUSE MANAGER</u> Each recovery residence facility shall have a designated house manager or person of higher authority such as a director, who resides at the facility and performs the duties of house manager. Alternatively, two (2) or more employees may perform the duties of house manager. Staff performing the duties of house manager and/or director, shall reside at the Recovery Residence facility, or shall be present at a minimum, between the hours of 11:00 p.m. and 6:00 a.m. weekdays, and 12:00 a.m. and 6:00 a.m. weekends and holidays. Whenever CONTRACTOR's house manager and/or director is not present at the facility, a designated facility staff person shall be on-call to respond, and arrive at the facility, within twenty (20) minutes of being summoned. CONTRACTOR shall post the contact telephone number of designated on-call staff immediately upon the absence of CONTRACTOR's house manager and/or director at the facility. The house manager shall be responsible to ensure the safety of the building(s) and grounds, to maintain compliance by Residents and staff with facility rules and the Certification Guidelines; and to provide support and referral information, but not counseling or treatment, to Residents of the facility.
- 3. STRUCTURED DAILY ACTIVITIES CONTRACTOR shall encourage structured daily activities to include Resident's responsibility for daily household duties, including, but not limited to: house cleaning and basic household operations. CONTRACTOR shall encourage Residents to live productive, drug-free lives, which may include working, going to school, attending appropriate self-help program meetings, volunteering in the community, and taking increased responsibility for treatment goals established by the individual. CONTRACTOR staff will assist Residents in establishing budgets and savings. Residents will not be charged for services. Residents are expected to save money and failure to follow financial plan may be cause for termination. CONTRACTOR shall encourage Residents to maintain adequate grooming and use their leisure time in a constructive manner. CONTRACTOR shall coordinate vocational, educational, and other supportive services. CONTRACTOR shall make referrals and require Residents to attend self-help programs, such as Narcotics Anonymous, Alcoholics Anonymous, or other support programs.
- 4. <u>HOUSE RULES</u> CONTRACTOR shall establish house rules for standards of conduct for Residents that shall include mandatory participation in a recovery service such as a COUNTY-approved outpatient treatment program and/or the Day Reporting Center (DRC). Said house rules shall be enforced by CONTRACTOR's house manager and/or director, other paid staff, intern(s) or volunteer(s), as designated by CONTRACTOR's house manager and/or director.
- 5. <u>RESIDENT SIGN IN/OUT LOG</u> CONTRACTOR shall maintain a resident sign in/out log for all Residents, which shall include, but not be limited to, the following:
 - a. Location and telephone number where the Resident may be reached; and
- b. Resident name, signature, date, and time when leaving Recovery Residence facility and estimated time of return. Residents returning to the Recovery Residence facility shall sign in.
- 6. <u>SCHEDULE</u> CONTRACTOR shall maintain a Resident's schedule for treatment, work, education or other activities; and Resident shall be required to notify CONTRACTOR staff of any change

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I in his/her schedule.

- TRANSPORTATION CONTRACTOR shall provide or arrange transportation and/or bus vouchers, as necessary, including information regarding public transportation, how to obtain a bus pass, bus schedules, etc. CONTRACTOR will have a transportation policy that addresses eligibility. In the event the Resident owns and operates a vehicle, CONTRACTOR shall make its best efforts to accommodate the vehicle in accordance with federal, state, and county rules and regulations.
- 8. MEALS/FOOD CONTRACTOR shall provide enough food for two (2) meals per day for each Resident. CONTRACTOR may elect to use a food voucher with a value of fifty dollars (\$50) per Resident per week, or a combination of food and food vouchers with an approximate value of fifty dollars (\$50). For stays less than one week, the fifty dollar (\$50) value may be prorated. If CONTRACTOR opts to provide meals, such meals shall be nutritious and appropriate to the health needs of the Resident.
- 9. HOUSE LOG CONTRACTOR shall maintain a house log on each shift that is supervised by a designated CONTRACTOR staff person. Information to be documented in the house log shall include but not to be limited to:
 - a. Date, time, signature and title of person making all entries in the house log;
 - b. Staff and shift changes which occur at the Recovery Residence facility; and
 - c. Special incidents as specified in the Contract.
- 10. ALCOHOL AND/OR DRUG SCREENING CONTRACTOR shall perform random drug and/or alcohol testing on Resident(s) suspected of using substances or at minimum of one (1) time permonth. Testing supplies shall be provided by CONTRACTOR. In the event that a Resident receives a drug screening test result indicating any substance use, CONTRACTOR shall formulate and implement a plan of corrective action, which may include discharge, and shall be documented in the Resident's record, and shall notify Probation and COUNTY of said test result indicating any substance use within one (1) business day. CONTRACTOR shall:
- a. Establish procedures that protect against the falsification and/or contamination of any body specimen sample collected for drug screening.
 - b. Have all urine specimen collection observed by sex congruent staff.
 - c. Document results of the drug screening in the Resident's record.
- 11. MEETINGS CONTRACTOR's Director or designee shall participate, when requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Contract.
- 12. <u>CULTURAL COMPETENCY</u> CONTRACTOR shall make its best effort to provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

- 13. <u>NO PROSELYTIZING POLICY</u> CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.
- 14. <u>AUTHORITY</u> CONTRACTOR shall recognize the authority of Orange County Probation Department (OCPD) as officers of the court, and shall extend cooperation to OCPD within the constraints of CONTRACTOR's Recovery Residence services.
- 15. <u>NON-SMOKING POLICY</u> CONTRACTOR shall establish a written non-smoking policy which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy shall specify that the facility is "smoke free" and that designated smoking areas are outside the visiting areas at the facility.
- 16. GOOD NEIGHBOR POLICY ADMINISTRATOR has established a Good Neighbor Policy for the purpose of identifying community impacts and measures to mitigate those impacts. The Good Neighbor Policy is a set of principles and activities designed to provide a consistent means of communication between facilities that provide client services and their respective neighbors. The Good Neighbor Policy is applicable for Residential Programs when CONTRACTOR provides service to Orange County residents and the services have a potential impact including but not limited to community safety, cleanliness, and security in the surrounding neighborhood(s).
- a. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor Policy, attached hereto as Exhibit D.
- b. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent possible. In addition, each facility shall develop a written procedure for the handling of neighborhood complaints which shall be approved by ADMINISTRATOR. Approved procedure must be available onsite, readily accessible upon request, and include ADMINISTRATOR's contact information as provided.
- c. Non-compliance with this Paragraph and Exhibit D shall constitute a material breach of this Contract and constitute cause for immediate termination of this Contract.
- 17. <u>TRANSGENDER POLICY</u> CONTRACTOR shall establish a written Transgender Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not limited to, the following:
 - a. Admission
 - b. Housing arrangement
 - c. Bathroom privacy
 - d. Drug testing
- 18. <u>MEDICATION POLICY</u> CONTRACTOR shall establish a written Medication Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to the securing, handling, and administration of Resident prescribed medication(s). Such policy shall

address medications that are prescribed for substance and mental health disorders and medications disallowed by CONTRACTOR. Residents shall have medications during their stay with the program, and/or to have the ability to get refill(s).

- 19. <u>OPIOID OVERDOSE EMERGENCY TREATMENT</u> CONTRACTOR shall have available at each program site at minimum two (2) Naloxone doses for the treatment of known or suspected opioid overdose. A House manager and residents shall be trained in administering the Naloxone. Naloxone is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid emergency.
- 20. <u>VISITATION POLICY</u> CONTRACTOR shall establish a written visitation policy and procedure, which shall be reviewed and approved by ADMINISTRATOR, which shall include, but not be limited to, the following:
 - a. Sign in logs.
 - b. Visitation hours.
 - c. Designated visiting areas at the facility.
- 21. <u>POSTINGS</u> CONTRACTOR shall post the following in a prominent place within the facility:
 - a. Sheriff Certification Certificate of Compliance.
 - b. Prohibition against Alcohol and Non-Prescription Drugs.
 - c. Sexual Harassment of Resident or Staff is Prohibited Notice.
 - d. House Rules, Visitation, and Smoking Policies.
 - e. Grievance procedure.
 - f. Evacuation plans.
 - g. Hours that individual staff members will be on site.
- h. List of resources within community which shall include medical, dental, mental health, public health, social services and where to apply for determination of eligibility for State, Federal or county entitlement programs.
 - i. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.
- E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

VII. <u>STAFFING</u>

- A. CONTRACTOR shall provide staffing in accordance with the Orange County Adult Alcohol and Drug Sober Living Facilities Certification Guidelines, Chapter 4 articles 1-3, and/or as approved by ADMINISTRATOR, to meet the needs of the Recovery Residence Services program.
- B. CODE OF CONDUCT CONTRACTOR shall establish written policies and procedures for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of

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- C. STAFF/VOLUNTEER/INTERN SCREENING All CONTRACTOR staff shall be subject to sanction screening as referenced in the Compliance paragraph. All CONTRACTOR staff must have a criminal clearance conducted by the OC Sheriff Coordinator prior to hire. All CONTRACTOR staff shall also be screened by Megan's Law, OC Courts and OC Sheriff's Department websites on an annual basis. Results must remain in staff file.
- 1. All CONTRACTOR staff/volunteers/interns, prior to starting services, shall meet the following requirements:
- a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under PC section 290;
- b. No person shall have been convicted of an arson offense Violation of PC sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;
- c. No person shall have been convicted of any violent felony as defined in PC section 667.5, which involves doing bodily harm to another person, for which the staff member was convicted within five (5) years prior to employment;
 - d. No person shall be on parole or probation.
- 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and approved in advance by ADMINISTRATOR.
- D. STAFF TRAINING CONTRACTOR staff shall be subject to training as referenced in the Compliance paragraph. CONTRACTOR shall develop a written plan for staff training. All staff training shall be documented and maintained as part of the training plan.
- 1. CONTRACTOR shall ensure that within the first (1st) year of employment, all CONTRACTOR program staff, including administrator, volunteers and interns, having direct contact with Residents shall complete training on:
 - a. infectious disease recognition.
 - b. crisis intervention.
- c. recognizing physical and psychiatric symptoms that require appropriate referrals to other agencies.
- 2. CONTRACTOR shall ensure that, within thirty (30) days of hire, and on an annual basis, all CONTRACTOR program staff, including administrator, volunteers and interns, having direct contact with Residents shall complete:
 - a. County Annual Provider Training
 - b. County Annual Compliance Training
 - c. Training on topics related to alcohol and drug use
 - d. Minimum one hour training in cultural competence.

1	e. Naloxone training.
2	E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
3	Paragraph of this Exhibit A to the Contract.
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