**E X New M  Change Cancel**

**Vendor Code:Cole FryContract No: K12-0020**

**County Dept.: Superior Court**

**Dept. Rep.: Priscilla Sanchez Phone Ext.: 9-8866**

**Total Amt. of Contract: $10,000.00**

**I/D: Project Name: CalEMA grant**

**Fund: AAA Dept.: FLP Org.: 625**

**Appr.: 200 Object.: 2400 GRC: AOC**

**Fiscal Year 2011/12: $10,000.00**

**Agreement between**

**Superior Court of California, County of San Bernardino**

**and Cole Fry**

This Agreement is made between Cole Fry(“**Contractor**”) and the Superior Court of California, County of San Bernardino, an entity of the State of California (“**Court”**).

**Background**

This agreement is pursuant to the collaborative effort between Cole Fryand the Superior Court of California, County of San Bernardino in the amount of **$10,000**.00 Funding **is** provided through the 2011 CalEMA drug court grant funded through the State Health and Services Administration.

In consideration of their mutual promises, and subject to the attached terms and conditions, the parties agree as follows:

##### **1. Term and Effective Date of Agreement**

##### This Agreement shall be effective when fully signed and terminate June 30, 2012, unless otherwise terminated or extended.

##### **2. Contract Documents**

##### Incorporated into this Agreement are the following; “the Contract Documents”): **(1**) this Contract Cover Sheet, **(2**) Exhibit A – Definitions Consulting **(3**) Exhibit B Terms and Conditions (**4**) Exhibit C - Payment Terms (**5**) Exhibit D - Scope of Work.

##### **3. Contract Amount**

As set forth further in Exhibit C, Payment Provisions, the Contract Amount shall not exceed **$10,000.00**

##### **4. Representatives:**

**A. Notices**: Notices, as may be required in the Agreement, will be provided to the following:

|  |  |
| --- | --- |
| **COURT:** | **CONTRACTOR:** |
| **Court Executive Officer** | **Cole Fry** |
| 303 West Third Street, **4th Floor** | 1666 Garnet Ave. Ste.112 |
| San Bernardino, CA 92415 | San Diego, CA 92109 |
| **(909) 708-8767** | (909) 717-3927 |

**B. Project Management**: The roles and responsibilities of the Court’s Project Manager and the Contractor’s Project Lead, named below, are outlined in the Agreement.

|  |  |
| --- | --- |
| **COURT PROJECT MANAGER** | **CONTRACTOR PROJECT LEAD** |
| **Deborah Cima** | Cole Fry |
| Treatment Court  900 East Gilbert, Bldg. 7A  San Bernardino, CA 92415 | 1666 Garnet Ave. Ste. 112  San Diego, CA 92109 |

**SIGNATURES**

|  |  |
| --- | --- |
| **Superior Court of California, County of San Bernardino** | **Cole Fry** |
| ***Signature:*** | ***Signature:*** |
| Name:  **Stephen Nash** | Name: |
| Title:  **Court Executive Officer** | Title: |
| Date: | Date:: |

*End of Contract Cover Sheet*

**Exhibit A – Definitions – Consulting**

1. **Administrative Office of the Courts (AOC**): staff agency to the Judicial Council of California, the policy-making body of the California court system.
2. **Agreement**:entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.
3. **Amendment**: written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.
4. **Appropriation Year**: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.
5. **Confidential Information**: (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of the Court that may be obtained orally, in writing, or from any source, or on any Court mainframe, Court or judicial branch computer network or workstation, and all software, whether owned or licensed by Court and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the Court concerning the past, present, or future official business and/or the results of the provision of services to the Court, and (iv) information relating to Court personnel and Court users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
6. **Contract Amount**: total dollar amount of the contract.
7. **Contractor**: individual or entity, contracting with Court to do the agreed Work. Contractor is a party to this Agreement.
8. **Court**: Superior Court of California, as indicated on the Contract Cover Sheet. Court is a party to this Agreement.
9. **Data**: information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
10. **Deliverable**: hardware, software, firmware, documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.
11. **Judicial Branch Entity**: State of California public entity that includes any superior court, any court of appeal, the Supreme Court of California, the Judicial Council of California, or the Administrative Office of the Courts, as defined in California Government Code §900.3.
12. **Material**: all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.
13. **Notice**: written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either:
14. Depositing in the U. S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or
15. Hand-delivery to the other party’s authorized representative, as set forth in the Agreement. This Notice shall be effective on the date of receipt.
16. **Project Lead**: Contractor’s representative who will operate as the main interface with the Court regarding the Work to be performed under this Agreement.
17. **Project Manager**: Court representative who will operate as the main interface between Contractor and the Court regarding the Work to be performed under this Agreement.
18. **Stop Work Order**: written notice to Contractor from Court, directing Contractor to stop performance of Work for a period of ninety (90) days following delivery of the order to Contractor, or for a longer period by mutual agreement of the parties.
19. **Subcontractor**: a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.
20. **Task**: one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Court
21. **Third Party**: any individual or entity not a party to the Agreement.
22. **Work**: any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor’s obligations in compliance with the requirements of the Agreement. Work may also include Tasks, Deliverables, and/or Submittals required by individual work order(s).

**End of Exhibit A**

**Exhibit B**

**Terms and Conditions**

1. **INDEMNIFICATION**

The Contractor agrees to indemnify, defend (with counsel satisfactory to the Court), and hold harmless the Court, its judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees from any and all losses, costs, liabilities and damages, including reasonable attorneys’ fees (individually, “Claim” and collectively, “Claims”) (i) arising from, related to or in connection with, in whole or in part, the Contractor’s negligent acts, omissions, or intentional misconduct, (ii) arising from, related to or in connection with, in whole or in part, the Contractor’s breach of its obligations under this agreement or the Contractor’s violation of any applicable law, rule or regulation, (iii) incurred by any third party, contractor, subcontractor, supplier, or worker, and any other person, firm, or corporation, furnishing or supplying work, Services, materials, or supplies in connection with the performance of this agreement, and (iv) incurred by any other person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees arising from, related to or in connection with, in whole or in part, the Contractor’s performance of this agreement.

1. **INSURANCE**

**a.GENERAL INSURANCE REQUIREMENTS.** Contractor will obtain and maintain the minimum insurance set forth, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form. If coverage is approved and purchased on a “claims made” basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

**b.MINIMUM SCOPE & LIMITS OF COVERAGE.**Contractor will maintain the following coverage:

(1.) Workers' Compensation at statutory requirements of the state of residency.

(2.) General Liability Insurance with minimum limits of $500,000 for each occurrence.

**c.DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the Court. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to Court and will be the sole responsibility of Contractor.

**d.ENDORSEMENTS; ADDITIONAL INSUREDS.**

(1.)The General Liability policy will contain, or be endorsed to contain, the following provisions:

(a.) Court, its officers, officials, employees and agents will be endorsed as Additional Insured for Commercial General Liability and Business Automobile Liability with respect to Work arising out of activities performed by, or on behalf of, Contractor.

(b.) To the extent of Contractor’s negligence, be endorsed to specify Contractor’s insurance coverage will be primary insurance and any insurance and self-insurance maintained by Court will not contribute with the insurance, or benefit Contractor in any way.

(c.) Contractor’s insurance shall be endorsed to specify Contractor’s insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.

(d.) All of Contractor's policies will be endorsed to provide Notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court’s representative for Notices named on the Contract Cover Sheet. Such notice will reference the relevant project and Agreement.

(2.) If at any time, the foregoing policy becomes unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval.

**e.INSURANCE**

**(**1.)Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

(2.)Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

(3.)Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

**f.WAIVER OF SUBROGATION.**Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor’s breach.

**g.ADDITIONAL INSURANCE PROVISIONS**

(1.)Before commencing Work, Contractor shall furnish Court with certificates of insurance and endorsements of all required insurance for Contractor on forms acceptable to Court as evidence that all required insurance is in full force and effect.

(2.)Certificate of Insurance shall provide fifteen (15) days written Notice to the Court, if insurance coverage is cancelled or materially altered.

(3.)If any of the required insurance policies expire during the term of the Contract, Contractor will immediately renew or replace the required insurance and provide a new certificate of insurance to the Court. Contractor will provide the Court with any renewal insurance certificate to the Court at least ten days after the expiration of the expiring insurance policy.

(4.)Contractor is responsible for and may not recover from the Court, including its directors, officers, agents and employees any deductible or self-insured retention that is connected to the insurance required in Section B.

(5.)If Contractor fails to keep, at all times, the specified insurance coverage, the Court may, in addition to any other remedies it may have, declare the Contract to be in breach and withhold all payments until breach is cured.

(6.)Court may inspect the original policies or require complete certified copies at any time.

**h.LIMITATION OF LIABILITY**

(1.)Court will not be liable to Contractor, its officers, employees, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court’s liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under the term of this Agreement.

(2.)Modification/Amendment. No modification or change to this Agreement shall be valid without written approval, from both parties, in the form of an Amendment. Invoices and purchase orders submitted by either party shall not be considered an Amendment to the Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

(3.)NOTICE: A written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either:

(a.) Depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date: or

(b.) Hand-delivery to the other party’s authorized representative, as set forth in the Agreement. This Notice shall be effective on the date of receipt.

1. **CONTRACTOR CERTIFICATION CLAUSES**

a.Contractor certifies the following representations and warranties are true:

(1.)Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor represents that it is not subject to any restriction, rule, statute, law or order that precludes it from doing business and in the State of California.

(2.) Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the Court.

(3.) Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.

(4.) No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any entity or person with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

(5.) NoConflict of Interest. Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the Court.

(6.) No Interference with Other Contracts. To the best of Contractor’s knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor’s other contracts.

(7.) No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor’s knowledge, threatened against or affecting Contractor or Contractor’s business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor’s business, the validity or enforceability of this Agreement, or Contractor’s ability to perform this Agreement.

(8.) Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor’s business and services, and pays all undisputed debts when they come due.

(9.) Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(10.) Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

(11.) No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

(12.) Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.

(13.) Special Provisions regarding Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(14.) Special Provisions regarding Compliance with National Labor Relations Board Orders. If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than $2,500 from any one Contractor (but not to exceed in the aggregate $7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true. Special Provisions regarding Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(15.) Jury Duty. For actual jury service, Contractor’s regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent Contractor’s policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.

(a.) Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation andwarranty becomes untrue.

1. **DEFAULT AND REMEDIES**

a. A default exists under this Agreement if:

##### (1.)Contractor fails or is unable to meet or perform any of Contractor’s duties under this Agreement, and this failure is not cured within 10 days’ following notice of default or is not capable of being cured within this cure period;

##### (2.)Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;

##### (3.)Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;

##### (4.) Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

(a.)Upon default, the Court may do any of the following:

i. Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between the Court and Contractor;

ii. Require Contractor to enter into non-binding mediation;

iii. Exercise, following notice, the Court’s right of early termination of thisAgreement as provided below; and

iv. Seek any other remedy available at law or in equity.

(b.) All remedies provided for in this Agreement may be exercised individually or incombination with any other available remedy.

### **TERMINATION OF AGREEMENT**

1. Upon Termination, the Court shall be released from compensating Contractor for services, other than those Contractor satisfactorily performed before the date oftermination.
2. Court’s obligations under this Agreement are subject to the availability of funds authorized for this purpose. Expected or actual funding may be withdrawn, reduced or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon the appropriation of sufficient funds to support the activities described in this Agreement.
3. Either party may terminate this agreement without cause at any time prior to the termination date specified in Section **1** of this **Agreement** by the giving a fourteen (14) day written notice of termination to the authorized representative of the other party **pursuant to section 13 of Exhibit A to this Agreement.**

**6. ASSIGNMENT AND SUBCONTRACTING; SUCCESSORS**

a. Neither party may assign or subcontract its rights or duties under this Agreement,

except as follows:

1. The Court may assign the JBE’s rights and duties to any Judicial Branch Entity. The Court shall notify Contractor in writing within 30 days following the assignment.
2. Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
   1. are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
   2. affirm the rights granted in this Agreement to the non-assigning party;
   3. make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
   4. appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.
   5. No assignment or subcontract will release either party of its duties under this Agreement.

b**.** This Agreement binds the parties as well as their heirs, successors, and assignees.

**End of Exhibit B**

Exhibit C

Payment Terms

1. **Agreement Amount**
2. The total amount that Court may pay to Contractor for performing the Work set forth in **Exhibi**t **D, Scope of Work**, shall be the actual costs, not to exceed $10,000.00 based on work to be performed.

|  |  |  |
| --- | --- | --- |
| **Item** |  | **Project Total** |
| Sober Living Housing |  | $10,000.00 |

b. Contractor has estimated the costs necessary to complete the Work that the Court approves.

**2. Expenses** (unless specified no travel expenses are applicable under this greement)

**No travel expenses of the Contractor are payable by the Court under this**agr**eement.**

**3**. **Method of Payment**

* This will be a bi-monthly reimbursement: Contractor shall submit invoices after completion of requisite tasks, by the 1st and 15th of the following month, but no more than twice-monthly. After receipt of invoice, Court will approve the invoice for payment, or provide Contractor with specific reasons why any payment is being withheld, and those remedial actions required for Contractor to receive the withheld amount.
* Court will make payment in arrears, after receipt of Contractor’s properly completed invoice.Invoices shall clearly indicate: agreement number; unique invoice number;Contractor's name and address; description of completed work – dates of services or deliverables; andname of home where work was provided, and first name and last initial of client served, allowed charges, including cost, rate, or expenses, and preferred remittance.

Please note: invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

**End of Exhibit C**

Exhibit D

Scope of Work

Exhibit C

The Scope of Work contained herein is designed to describe the activities Contractor will need to conduct to fulfill the temporary housing needs of the clients referred by the DRUG COURT program. A sober living facility provides a home to the client that is healthy, safe, well managed and ethical.

**REFERRALS/COMMUNICATION**

* Contractor staff will contact the Court’s Project Manager (CPM) upon receiving a new referral to the sober living facility and provide the CPM with the date of entry and client name.
* The court will pay up to 3 months of sober living. The Court will consider an additional 1 month of sober living on a case-by-case basis if the case is presented to the CPM within 20 days from the end of the third month.
* Contractor’s Staff will provide clients with resources for employment, self-help meetings, food banks and other services the client may need. Contractor is to notify the CPM if the Client is not working towards employment.
* Contractor’s Staff will report to the court and/or the treatment provider when a client is not abiding by rules and/or is suspected of using banned substances.
* Contractor’s Staff will contact the CPM if the referred client is no longer at the sober living residence. Clients are considered residing in the facility if they are sanctioned to jail for a short period of time (1-7 days). A jail term over 7 days terminates the client’s residence.
* Contractor’s Staff will direct any questions, concerns or issues to the CPM.
* Contractor agrees to provide the terms and conditions of its written grievance policy. Any grievance made by a client during the term of this Agreement shall be forwarded to the CPM for review and response within 24 hours.

MANAGEMENT

* House Leader, i.e.; person responsible for the house operations, has the basic skills to manage the sober living house.
* There is a clear and concise description of the operation of the home.
* There is a Personal Data Information Sheet completed and maintained for each applicant and resident.
* There is a resident, lodger or house member written agreement.
* There are written resident rules that cover key issues. The rules are clear and easy to understand.
* The residents have a significant role in the maintenance of the facility.

**ADDITIONAL HOME REQUIREMENTS**

* Furniture and furnishings are clean and of reasonable quality.
* All sleeping rooms provide residents with adequate space.
* At least two properly identified exits for emergencies.
* Documentation providing evidence of meeting local building and safety codes.
* House grounds are well kept and consistent with the quality of the neighborhood

**End of Exhibit D**

**CODE OF ETHICS**

The Code of Ethics must be signed by Contactor.

1. Recognizes the dignity and worth of all human beings.

2. Maintain an alcohol and illicit drug free environment.

3. Maintain quality housing that is consistent with the quality of the neighborhood.

4. All guests agree that guest agreements and rules will reflect the house as an unrelated family of persons with disabilities living together in mutual support.

5. Must develop the skills to operate the house in a way that complaints from guests, neighbors and outside providers are not generated. If a house continues to generate complaints, the Court may terminate the Agreement.

6. All guests are to remain abstinent at all times. All visitors must be alcohol and drug free while visiting.

7. No physical violence or threats of violence in the home.

8. All guests are to submit to random drug testing at the request of the Sober Living or Court.

9. House Leader is prohibited from becoming romantically or sexually involved with guests.

10. House Leader never becomes involved with guest financial affairs. This covers borrowing or lending money, buying or selling property, or any other financial transactions.

11. House Leader always respects the privacy and personal rights of all guests. Head of House agrees to develop skills to relocate guests and do all that is possible to relocate guest when it is necessary to put them out of the home.

12. No weapons are allowed on Sober Living property.

If Contractor or House Leader is found to have violated any of the above code of ethics, the Court may terminate the Agreement.

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME/ADDRESS OF HOME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## HOME INSPECTION

Homes are required to be prepared for their health, safety and management reviews. Please review the following requirements prior to the inspection:

1. Every place in the home must be clean, neat, well maintained and free of pest infestation. No piles of newspaper, clothes or other stored materials in any location that could create a fire, health or safety hazard.

2. Kitchens must have sufficient refrigerators, stove and food storage space. The standard is at least one refrigerator for every six guests. Refrigerator thermometer reads 36-44 degrees and freezer 0 degrees.

3. Bathrooms must be clean and maintained. The standard is at least one bathroom for every six guests.

4. Smoke detectors are always working. Assure that there are smoke detectors in every sleeping room and hallways. Fire detectors for the kitchen and smoking areas are recommended.

5. Water heaters strapped in accordance with recommended earthquake safety.

6. Wrench available in the vicinity of the gas shut off valve at the meter. (Recommended only)

7. Mounted fire extinguishers at 6-8 feet from stove and 4-6 feet from the floor. Assure that your fire extinguishers are current. At least one extinguisher on second floor of hallway.

8. Property address on the front of the house clearly visible from the street. Two escape routes or devices for all second story sleeping rooms. Chain link escape ladders are available at home depot or other stores.

9. Posted home address, emergency and utility company’s emergency phone numbers near each desk or wall phone available for guest. Post grievance policy.

10. Safety disposal containers in smoking areas. For health and safety reasons no smoking or open flame in sleeping areas. (i.e.: no candles, sterno cans, portable gas cooking units.)

11. No more than two electrical appliances or equipment connected to an outlet. Multi connections must have a power strip with a circuit breaker. GFI plugs must be installed in bathroom and kitchen.

12. Head of House conducts a Health, Safety and Fire preventative inspection at each dwelling each week and keeps a log of each inspection which will be made available to the inspector each year at time of renewal.

13. Copy of guest agreements and rules. Copy of Insurance liability binder.

14. Monthly inspection by Head of House with a check list to ensure compliance with these requirements.