AGREEMENT

THIS AGREEMENT is entered into as of _____, between the **COUNTY OF TULARE**, referred to as COUNTY, and the **NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE, INC.,** referred to as CONTRACTOR, with reference to the following:

A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area; and

B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to COUNTY'S Alcohol, Drug and Perinatal Program; and

C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

ACCORDINGLY, IT IS AGREED:

1. **TERM**: This Agreement shall become effective as of July 1, 2017 and shall expire at 11:59 PM on June 30, 2018 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED**: See attached **EXHIBITS A, A-1, A-2.**

3. **PAYMENT FOR SERVICES**: See attached **EXHIBIT B**.

4. **INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW**: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW**: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. **RECORDS AND AUDIT**: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

8. **CONFLICT OF INTEREST**:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et

seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. **INSURANCE**: Prior to approval of this Agreement by the COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors, evidence of insurance as set forth in **EXHIBIT C** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **EXHIBIT C** shall not be used to reduce limits available to COUNTY as an additional insured from the CONTRACTOR'S full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

10. **INDEMNIFICATION**: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. **TERMINATION**:

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR

the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

(1) be adjudged a bankrupt, or
(2) become insolvent or have a receiver appointed, or
(3) make a general assignment for the benefit of creditors, or
(4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
(5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

(6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
(7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have

been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. **FORM DE-542**: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

14. **NOTICES**:

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

COUNTY:
CONTRACT UNIT
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Fax No.: 559-737-4059
Phone No.: 559-624-8000

CONTRACTOR:
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE, INC.
948 N. "H" Street, Ste. 3
P.O. Box 249
Tulare, CA 93275

Fax No.: (559) 688-5127
Phone No.: (559) 688-2994

(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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. **ASSIGNMENT/SUBCONTRACTING**: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise; training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

16. **DISPUTE RESOLUTION**: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

17. **FURTHER ASSURANCES**: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement as set forth in **EXHIBIT D (Primary Prevention Assurances).**

18. **CONSTRUCTION**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. **HEADINGS**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

20. **NO THIRD-PARTY BENEFICIARIES INTENDED**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. **WAIVERS**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether

for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

22. **EXHIBITS AND RECITALS**: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement. See attached **EXHIBIT E (Information Confidentiality and Security Requirements) and EXHIBIT F (Contract Provider Disclosures) and EXHIBIT G (Monitoring and Audit) and EXHIBIT H (Compliance Criteria).**

23. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY**: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

24. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

25. **ASSURANCES OF NON-DISCRIMINATION**: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

26. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

(a) CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT I** attached.

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.

27. **CULTURAL COMPETENCE AND DIVERSITY:** CONTRACTOR shall comply with the Cultural Competence exhibit, as set forth in **EXHIBIT J and EXHIBIT J-1** attached.

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

COUNTY OF TULARE

Date:_____ BY_____
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By_____
Deputy Clerk

NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE, INC.

Date: 4.19.17 By_____
TITLE Board President

Date: 4-19-17 By James Maxfield
TITLE Secretary

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By_____
Deputy 2017567

Date 6/12/2017

Exhibit A

Scope of Work

NATIONAL COUNCIL ON ALCOHOLISM &
DRUG DEPENDENCE TULARE COUNTY, INC.
Fiscal Year 2017-2018
July 1, 2017 through June 30, 2018

Project Goals:

Goal I:
Decrease the percentage of 7th, 9th, and 11th grade students that report that they have consumed alcohol in the last 30 days.

Goal II:
Decrease community norms influencing youth to consume alcohol.

Goal III:
Decrease marijuana use among 7th, 9th, and 11th grade students.

Goal IV:
Decrease substance abuse among 7th, 9th, and 11th grade students.

Program Objectives:

Objective 1.1:
Reduce retail access to alcohol among youth under twenty-one (21).

Objective 1.2:
Reduce adult provision of alcohol to youth in homes.

Objective 2.2:
Decrease in parental attitudes favoring or promoting alcohol consumption by underage youth.

Objective 3.1:
Increase perception among youth that marijuana use is unacceptable.

Objective 3.1:
Increase perception among youth and the community that substance abuse is harmful.

Project Strategies:

- Host two Licensee Education for Alcohol and Drugs (L.E.A.D.) training's per year.
- Implement the "We Don't Serve Teens (WDST) Campaign."
- Adopt and enforce social host ordinances county-wide.
- Conduct Compliance Scans throughout Tulare County on alcohol license holders.
- Develop and implement "Parent Pledges" and "Teen Pledges" in local communities.
- Provide culturally relevant and evidence-based Parent/Teen Education. Implement Guiding Good Choices, Families in Action: Active Parenting of Teens and Teens in Action Curriculum.
- Conduct community education presentations and health fairs.
- Conduct evaluation and provide outcome data to Tulare County Alcohol and Other Drug Programs.

Target Population:
NCADD will target the communities of Alpaugh, Farmersville, Porterville, and Tulare. Additionally, NCADD will provide services in other areas of Tulare County by partnering and working with the schools, law enforcement agencies, churches, families, and other community-based organizations in those communities. Program activities will be available in both English and Spanish.

IOM Category: Universal

Strategies Provided:

Strategy	No. of Hours	Cost Per Hour
Information Dissemination	1,790	$58.00
Education	340	$58.00
Community-Based Processes	324	$58.00
Environmental Processes	564	$58.00
Total(s)	3,018	$175,000

Contact Information:

Administration:
Kelley Nunes, Executive Director
P.O. Box 249
948 N. "H" Street, Ste. 3
Tulare, CA 93275
(P) 688-2994; (FAX) 688-5127
ncaddtul@att.net

Prevention Program Manager:
Aide Sanchez (bilingual)
P.O. Box 249
948 N. "H" Street, Ste. 3
Tulare, CA 93275
(P) 688-2994; (FAX) 688-5127
aidesanchez@att.net

Prevention Coordinator:
Evelyn Aguilera (bilingual)
P.O. Box 249
948 N. "H" Street, Ste. 3
Tulare, CA 93275
(P) 688-2994; (FAX) 688-5127
evelyn.aguilera@att.net

EXHIBIT A-1

TULARE COUNTY ALCOHOL AND OTHER DRUG PREVENTION
FIVE-YEAR STRATEGIC PLAN 2013-2018 GOALS
NATIONAL COUNCIL ON ALCOHOLISM & DRUG DEPENDENCE, INC.
FOR FISCAL YEAR 2017/2018

The following goals were identified by the Tulare County Alcohol and Other Drug Prevention program to increase the capacity of communities and providers to engage in prevention efforts.

Goal 1: Develop, track, and disseminate culturally specific data to support and improve prevention planning, policy, and evaluation.

- 1.1 Identify 3-5 indicators of alcohol and other drug problems to be collected or obtained.
- 1.2 Identify and collect culturally specific indicators of alcohol and other drug problems.
- 1.3 Identify and collect data from county unincorporated areas to begin addressing under-represented communities.

Goal 2: Expand the participation of key stakeholders and community members in the SPP.

- 2.1 Recruit and train new Coalition members.
- 2.2 Increase the representation of diverse populations in the Coalition.
- 2.3 Implement a semi-annual Coalition member satisfaction survey.

Goal 3: Engage and train youth for countywide youth coalition.

- 3.1 Recruit and train youth coalition members in environmental prevention efforts to prevent alcoholic beverage advertising and marketing violations.
- 3.2 Youth-developed and -implemented presentations to the community.

- 3.3 Youth-developed and -promoted messages that are culturally relevant (media campaign).

- Goal 4: Build support for the implementation of the Strategic Prevention Plan.
  - 4.1 Create and disseminate to the public a multilingual brochure providing an overview of the Strategic Prevention Plan.
  - 4.2 Engage local governmental agencies and prevention providers to adopt and utilize the plan in their prevention efforts.
  - 4.3 Use the plan, milestones, and collaborative media advocacy efforts to further the mission of the Substance Abuse Prevention Coalition and increase visibility of prevention.

Exhibit A-2 Primary Prevention Service Codes

Service Code	Definition
11 - Other:	The federally defined six primary prevention strategies, codes 12 through 17, have been designed to encompass nearly all of the prevention activities. However, in the unusual case an activity does not fit one of the six strategies, it may be classified in the "Other" category. **A justification must be submitted if allocating any dollars to this service code (Federal Definition and ADP Letter #96-47 dated September 19, 1996).**
12 - Information Dissemination:	This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse and addiction and their effects on individuals, families and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Clearing house/information resource center(s); b) Resource directories; c) Media campaigns; d) brochures/pamphlets; e) Public service announcements; f) Conferences/heath fairs/promotions; and h) information lines, etc.
13 - Education:	This strategy involves two-way communication and is distinguished from the Information Dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g., of media messages) and systematic judgment abilities. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Classroom and/or small group sessions (all ages); b) Parenting and family management classes; c) education programs for youth groups; and e) Children of substance abusers groups.
14 - Alternatives:	This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs usually filled by, alcohol, tobacco, and other drugs and would, therefore, minimize or obviate resorting to the latter. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Drug free dances and parties; b) Youth/adult leadership activities; c) Community drop-in centers; and d) Community service activities.
15 - Problem Identification and Referral:	This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of alcohol or tobacco and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavioral can be reversed through education. It should be noted, however, that this strategy**does not include any activity designed to determine if a person is in need of treatment.** Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Prevention assessment and referral services; b) Student assistance programs; and c) Employee assistance programs.
16 - Community-Based Process:	This strategy aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug use. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, inter-agency collaboration, coalition building and networking. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: 1) Multi-agency coordination and collaboration; b) Assessing community needs/assets; c) Accessing/monitoring services and funding; d) Community/volunteer service or training; and e) Systematic planning.
17 - Environmental:	This strategy establishes or changes written and unwritten community standards, codes and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco, and other drugs used in the general population. This strategy can be divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives. Examples of activities conducted and methods used for this strategy shall include (but not be limited to) the following: a) Creation/passage of local policy, regulation, legislation or ordinances; b) Compliance with existing laws and policies; c) Consultation and technical assistance to support the development and implementation of local enforcement procedures; d) Activities to improve health and increase social and economic well being in conjunction with alcohol/drug prevention initiatives.

EXHIBIT B
COMPENSATION

National Council on Alcoholism & Drug Dependence Tulare County, Inc.
Fiscal Year 2017-2018
July 1, 2017 through June 30, 2018

CONTRACTOR shall enter all relevant information into California Outcomes Measurement System (CalOMS) Prevention monthly based on the strategies provided within that month. CONTRACTOR must correct CalOMS data within 2 working days after notification from COUNTY of any and all errors. If CONTRACTOR fails to file any requested report, enter client information into CalOMS or other database in a timely fashion, and/or comply with any other part of this agreement, COUNTY may withhold future payments until appropriate reports have been filed.

FISCAL YEAR 2017-2018

The maximum reimbursement for Fiscal Year 2017/2018 shall be **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($175,000)**. CONTRACTOR will be reimbursed on the strategy hours provided. There will be no reconciliation of costs as this is a cost per hour contract. If no hours are completed, COUNTY will not reimburse provider for any costs related to this contract. CONTRACTOR shall submit a monthly invoice stating how many hours were completed. COUNTY will reconcile the invoice with the CalOMS Prevention reports.

Strategy	No. of Hours	Cost Per Hour
Information Dissemination	1,802	$58.00
Education	340	$58.00
Community-Based Processes	311	$58.00
Environmental Processes	565	$58.00
Total(s)	3018	$175,000

Total Contract Summary

Fiscal Year	Amount
2017/2018	$175,000
Total	$175,000

This Agreement is paid through the Substance Abuse, Prevention and Treatment (SAPT) Block Grant, a federal grant. National Council on Alcoholism & Drug Dependence Tulare County, Inc. is a subrecipient of federal funds and will have to comply by the financial responsibilities and requirements of OMB Circular A-110.

CONTRACTOR agrees to comply with State and Federal confidentiality requirements.

If Federal, State or other funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if funding priorities are imposed by the State, the reimbursement amounts may be reduced on a proportionate basis or terminated.

No later than forty-five (45) days following the end of the contract period, unless otherwise instructed in writing, CONTRACTOR shall submit a final Cost Report related to funding described above and prepared in accordance with instructions set forth by the Alcohol & Drug Programs Division Manager or her designee. A quarterly outcome evaluation status report will be submitted to the Prevention Program Supervisor at 942 S. Santa Fe, Visalia, CA, 93277, in a format acceptable to COUNTY no later than twenty (20) days after the end of each quarter.

An annual narrative describing accomplishments, challenges, program effectiveness, and any other pertinent information shall be submitted with the annual Cost Report.

EXHIBIT C
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 an 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 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 five (5) years after completion of the contract work.

2. CONTRACTOR must submit endorsements to the General 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.*

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.

   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, official, 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

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.

F. 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

PRIMARY PREVENTION ASSURANCES

I. PRIMARY PREVENTION

The Substance Abuse Prevention and Treatment (SAPT) Block Grant defines "Primary Prevention Programs" as those programs directed "at individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic alcohol and other drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result is to promote safe and healthy behaviors and environments for individuals, families and communities.

CONTRACTOR shall expend funds on "primary prevention" for individuals who do not require treatment for alcohol and other drug use as described in the SAPT Block Grant requirements (45 CFR 96.125). Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.

This Agreement and any subcontract shall meet data reporting requirements for capacity, process, and outcome as required by federal grant requirements. In addition to the Center for Substance Abuse Prevention (CSAP's) six strategies of Information Dissemination, Education, Alternative, Problem Identification and Referral, Community-Based Process, and Environmental, the data for the Institute of Medicine prevention categories of Universal, Selective, and Indicated must be reported.

A. Universal prevention strategies address an entire population (national, local community, school, workplace, neighborhood), to prevent or delay AOD use and/or abuse.

B. Selective prevention strategies address an entire subset of the total population that is at higher risk for AOD use and/or abuse.

C. Indicated prevention strategies are designed to prevent/delay the onset of and/or reduce severity of alcohol and other drug use and/or abuse in individuals who are exhibiting early signs of sub-clinical alcohol and other drug use and/or abuse and other problem behaviors associated with alcohol and other drug use and/or abuse or who are exhibiting risk factors that increase their chances of developing an AOD problem.

D. CONTRACTOR agrees to coordinate with COUNTY the transition to the Strategic Prevention Framework (SPF) under this Agreement. Required SPF data must be submitted via California Outcomes Measure Systems (CalOMS) Prevention as evidence of engagement and use of the SPF practices.

II. REPORTING REQUIREMENTS

The California Outcomes Measurement Service for Prevention (CalOMS-PV
The CalOMS-Pv Business Rules and Requirements are:

A. CONTRACTOR receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, must comply with CalOMS Pv Data Quality Standards.

B. CONTRACTOR shall report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month. If the State experiences system or service failure, no penalties will be assessed for late data submission.

C. CONTRACTOR is required to submit quarterly narrative progress reports for each calendar quarter, or portion thereof, during which the grant is in effect. Reports are to be received by the County no later than 15 days after the close of each calendar quarter (i.e., receipt required by January 15, April 15, July 15, and October 15). The quarterly outcome evaluation status report will be submitted to the Prevention Program Supervisor via email MReynoso@tularehhsa.org, in the format provided by COUNTY.

D. Quarterly reports must include the following: project implantation progress, a comparison of the actual accomplishments to the goals and objectives established for the period; the reasons for any variance if objectives were not met and the plans to address the variance; a fiscal report of expended grant funds; and additional pertinent information including, when appropriate, analysis and explanation of costing problems.

E. CONTRACTOR is required to submit a comprehensive "year-end report" at the end of each 12-month project year. Annual reports are due 30 days after the end of the project year.

F. CONTRACTOR shall implement and maintain a method for collecting and electronically submitting data for **CalOMS** Prevention. CONTRACTOR shall participate in **CalOMS** informational meetings, training, and readiness meetings for prevention as determined by COUNTY.

G. In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, shall participate in CalOMS Pv trainings prior to inputting data into the system.

H. CONTRACTOR agrees that COUNTY has the right to withhold SAPT payment until CONTRACTOR has submitted any required data and reports to the COUNTY.

CHANGES IN FEDERAL AND STATE PREVENTION REQUIREMENTS

Changes are anticipated as the COUNTY moves forward to implement the Strategic Prevention Framework (SPF), in order to meet new Federal and State prevention services requirements. CONTRACTOR shall, for all service categories, participate with COUNTY as necessary to implement the goals outlined in the Tulare County Prevention Strategic Plan, and all or any new requirements determined by Federal and State mandates.

EXHIBIT E
INFORMATION CONFIDENTIALITY AND SECURITY REQUIREMENTS

I. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

D. **Personal Information:** Personal Information includes the following:

1. Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person.

2. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

3. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request

E. **Nondisclosure**. The CONTRACTOR and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

II. The CONTRACTOR and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.

III. The CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to the COUNTY all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

IV. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than COUNTY without prior written authorization from the COUNTY, except if disclosure is required by State or Federal law.

V. The CONTRACTOR shall observe the following requirements:

A. **Safeguards**. The CONTRACTOR shall implement administrative, physical, and technical

safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

1. **Personnel Controls**

   a. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of the COUNTY, or access or disclose COUNTY PSCI, must complete information Privacy and security training, at least annually. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

   b. ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

   c. ***Confidentiality Statement.*** All persons that will be working with COUNTY PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to COUNTY PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

   d. ***Background Check.*** Before a member of the workforce may access COUNTY PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2. **Technical Security Controls**

   a. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store COUNTY PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by COUNTY.

   b. ***Minimum Necessary.*** Only the minimum necessary amount of COUNTY PHI or PI required to perform necessary business functions may be copied,

downloaded, or exported.

c. ***Removable media devices.*** All electronic files that contain COUNTY PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

d. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

e. ***Patch Management.*** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

f. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing COUNTY PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

g. ***Data Destruction.*** When no longer needed, all COUNTY PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of COUNTY.

h. ***System Timeout.*** The system providing access to COUNTY PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 10 minutes of inactivity.

i. ***Network and/or Operating System Warning Banners.*** All systems providing access to COUNTY PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

j. *Access Controls.* The system providing access to COUNTY PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

k. *Transmission encryption.* All data transmissions of COUNTY PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

3. Audit Controls

a. *System Security Review.* All systems processing and/or storing COUNTY PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection.

b. *Log Reviews.* All systems processing and/or storing COUNTY PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

c. *Change Control.* All systems processing and/or storing COUNTY PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Controls

a. **Emergency Mode Operation Plan.** CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic COUNTY PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

5. Paper Document Controls

a. *Supervision of Data.* COUNTY PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. COUNTY PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. *Escorting Visitors.* Visitors to areas where COUNTY PHI or PI is contained shall be escorted and COUNTY PHI or PI shall be kept out of sight while visitors are in the area.

c. ***Confidential Destruction.*** COUNTY PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. ***Removal of Data.*** COUNTY PHI or PI must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. ***Faxing.*** Faxes containing COUNTY PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. ***Mailing.*** Mailings of COUNTY PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of COUNTY PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

B. **Security Officer.** The CONTRACTOR shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with COUNTY.

C. **Discovery and Notification of Breach**. The CONTRACTOR shall notify COUNTY **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to COUNTY by the Social Security Administration **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. CONTRACTOR shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

D. **Investigation of Breach**. The CONTRACTOR shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery.

E. **Written Report**. The Contractor shall provide a written report of the investigation to the COUNTY HHSA Privacy & Compliance Officer ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. **Notification of Individuals.** The CONTRACTOR shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and

shall pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY HHSA Privacy & Compliance Officer shall approve the time, manner and content of any such notifications.

VI. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The CONTRACTOR shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

VII. **Contact Information**. To direct communications to the above referenced COUNTY staff, the CONTRACTOR shall initiate contact as indicated herein. COUNTY reserves the right to make changes to the contact information below by giving written notice to the CONTRACTOR. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Tulare County HHSA Privacy & Compliance Officer
Tulare County HHSA Attn: Sravan Sharma 5957 S Mooney Blvd., Visalia, CA 93277 Email:SSharma@tularehhsa.org Telephone: (559) 624-7465

VIII. **Audits and Inspections.** From time to time, COUNTY may inspect the facilities, systems, books and records of the CONTRACTOR to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. CONTRACTOR shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, CONTRACTOR's facilities, systems and procedures does not relieve CONTRACTOR of its responsibility to comply with this ICSR exhibit.

EXHIBIT F

CONTRACT PROVIDER DISCLOSURES

Tulare County Mental Health ensures that all contract providers are in compliance with the disclosure of ownership, control, and relationship information from its providers, managing employees, including agents and managing agents as required in CFR, title 42, sections 455.101 and 455.104

Disclosure of 5% or More Ownership Interest:

The Contractor shall ensure that its subcontractors/network providers submit the disclosures below to the Contractor regarding the network providers' (disclosing entities') ownership and control. The Contractor's network providers must be required to submit updated disclosures to the Contractor upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the subcontractor/network provider's ownership or upon request of the Department.

Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- Date of birth and Social Security Number (in the case of an individual);
- Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
- The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Exhibit G

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. The fiscal audit shall be:

A Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than nine (9) months after the end of the CONTRACTOR'S fiscal year. The audit report is due no later than thirty (30) days after the completion of the audit.

B Performed in accordance with Government Auditing Standards – shall be performed by an independent audit and be organization-wide.

C All inclusive – includes an audit of the financial statements; an assessment of internal controls, includes 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:

(a) Drug Medi-Cal (DMC) Programs

1. Narcotic Treatment Programs (NTP)
2. Outpatient Drug-Free (ODF)
3. Perinatal Services
4. Residential Services
5. Youth Treatment Services

(b) Substance Abuse and Prevention Programs (SAPT)

1. Non-Perinatal Services
2. Perinatal Services
3. Primary Prevention
4. Residential Services
5. Youth Treatment Services

(c) Driving Under the Influence (DUI) 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 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.

State/Federal Audits

Upon an audit by the State of California or Federal agency, CONTRACTOR shall:

- Immediately notify the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all "Corrective Action Plans" to the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all correspondence with the auditing agency to the Tulare County Alcohol & Other Drug Administrator

EXHIBIT H
Compliance Criteria
Substance Abuse, Prevention & Treatment Block Grant (SAPT) Primary Prevention

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statue enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

1. California Welfare and Institutions Code, Division 5

2. California Health and Safety Code, Division 10 (where applicable) and Division 10.5

3. California Code of Regulations, Title 9 & 22

4. Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment & Rehabilitation Act of 1970, Pub.L.91 -616, 84 Stat. 1953, 42 U.S.C. s 4582.

5. Code of Federal Register 2 Part 200 Uniform Administrative requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.

6. Single Audit Act of 1984 (Public Law 98-502) and Revision of 1996 with corresponding circulars, Office of Management and Budgets (OMB) Circulars A-I 10 and A-I 33 (revised June 2003), especially:

   1) A-133, section200(d), stating that non-Federal entities that expend less than $750,000 a year in Federal money are exempt from Federal single or program-specific audit requirements, although records must be available for review or audit by appropriate Federal, State, or local officials.

   2) A-133, section 230(b)(2), stating that those receiving less than $750.000 in Federal funding cannot use that money to pay for an audit. Those receiving $750,000 or more may charge the applicable federal awards for the cost of the audit.

7. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart i, Section 300x-5 and 31, and Code of Federal Regulations, Title 45, Section 96.135, with the following specific restrictions on spending Block Grant Funds:

   i. no cash payments to clients
   ii. no inpatient hospital services
   iii. no salary in excess of $171,900
   iv. no purchase or improvements to land
   v. no use of funding to match or draw down other Federal funds
   vi. no subcontracting of primary services to a for-profit
   vii. no needle exchange program

8. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart ii, commencing at section 300x-24, relating to requirements for use of Federal funds regarding tuberculosis and HIV

9. United States Code, Title 20, section 6081 et seq.; Pro-Children Act of 1994.

EXHIBIT H
Compliance Criteria
Substance Abuse, Prevention & Treatment Block Grant (SAPT) Primary Prevention

10. Code of Federal Regulations, Title 21, Part 1300 et seq.; Drug Enforcement Administration `

    Code of Federal Regulations, Title 42, Part 54 et seq.; rules of charitable choice, relating to nondiscrimination against religious organizations, personnel who received education or training from a religious organization, or program beneficiaries on the basis of religion. Also establishes a referral process to a reasonably accessible program for clients who may object to the religious nature of the program they've entered.

11. State Administrative Manual, chapter 7200 (General Outline of Procedures), especially relating to the use of generally accepted accounting principles in an organization's fiscal structure and operations.

12. Code of Federal Regulations, Title 7, Part 3017; Code of Federal Regulations, Title 45, Part 76;Code of Federal Regulations, Title 40, Part 32; and Code of Federal Regulations, Title 34, Part 84; regarding disbarment and suspension certification.

13. California Government Code, Title 2, Section 84309;restricts any public funds for political activities.

14. Public Law 110-161; Restricts any public funds for political activities.

15. State Department of Alcohol and Drug Programs, Document 1 U, regarding Research-based Prevention Requirements (http://www.adp.state.ca.us/NNA/support_files.shtml).

16. Public Law 103-227, also known as the Pro-Children Act of 1994, regarding smoking prohibition requirements.

17. State Department of Alcohol and Drug Programs, Document 1 J, regarding dispute resolution process of financial findings related to programs, claims, or services; to be utilized by County subsequent to discussions with Contractor (http://www.adp.state.ca.us/NNA/support_files.shtml).

18. California Civil Code Sections 56-56.37 -Confidentiality of Medical Information Act (in addition to Exhibit "G" HIPAA Requirement).

19. Contractor may seek assistance from the State in the event of a dispute over the terms and conditions of its contract with the County.

20. Code of Federal Regulations, Title 42, Part 8.

21. Title 42, Code of Federal Regulations, Charitable Choice Regulations

22. Americans with Disabilities Act (ADA) Title 45

23. Code of Federal Regulations, Title 45, Part 96; SAPT Block Grant Regulations

24. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5; Licensing

25. Code of Federal Regulations, Title 45,Part 84; Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance

26. California Code of Regulations, Title 24, Part 2; Activities Receiving Federal Financial Assistance

27. Unruh Civil Rights Act California Civil Code Sections 51 through 51.3 and all applicable laws

28. Providers covered by this contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)

EXHIBIT H

Compliance Criteria

Substance Abuse, Prevention & Treatment Block Grant (SAPT) Primary Prevention

29. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

30. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

31. This contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of the contract in any manner.

Exhibit I
HIPAA REQUIREMENT

The Health insurance Portability and Accountability Act of 1996 (HIPAA)

A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
   1. *Business Associate.* "Business Associate" shall mean CONTRACTOR.
   2. *Covered Entity.* "Covered Entity" shall mean COUNTY.
   3. *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
   4. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
   5. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
   6. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
   7. *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

B. Obligations and Activities of CONTRACTOR
   1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
   2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
   3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
   4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
   5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of COUNTY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner requested by COUNTY, to Protected Health Information in a Designated

Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524

6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner requested by COUNTY
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, COUNTY to the COUNTY, in a time and manner requested by COUNTY for purposes of determining CONTRACTOR'S and/or COUNTY'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528
9. CONTRACTOR shall provide to COUNTY or an individual, in time and manner designated by COUNTY, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, COUNTY, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by COUNTY or the minimum necessary policies and procedures of the COUNTY.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.
2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to COUNTY as permitted by 42 CFR 164.504(e)(2)(i)(B)
4. CONTRACTOR may used Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of COUNTY
1. COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information
3. COUNTY shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

F. Permissible Requests by COUNTY: Except as otherwise provided herein, COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by COUNTY

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule.

Exhibit J

CULTURAL COMPETENCE AND DIVERSITY

CONTRACTOR shall support the County of Tulare Health and Human Services Agency through organizational and systematic practices demonstrating cultural competence, cultural sensitivity, and diversity. A set of congruent behaviors, attitudes and policies for projects, programs and systems shall be adopted that enable people to work effectively in cross-cultural situations. All services provided shall be oriented to meet the unique linguistic and cultural needs of all populations served under this Agreement; whenever possible. Cultural competence should be reflected in the diversity of program participants, as well as staff recruitment and training, program activities, and throughout program design and implementation.

CONTRACTOR and COUNTY agree that:

- **Culture** is defined as a set of designs for living passed on from generation to generation through a dynamic pattern of learned behaviors, values and beliefs exhibited by a group of people.
- **Cultural Competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.
- **Cultural Proficiency** is demonstrated when individuals and organizations seek to add to the knowledge base of culturally competent service delivery through research, development of new approaches based on culture, and by becoming advocates for cultural competence and improved relations between cultures.

CONTRACTOR shall at a minimum provide:

- Bilingual and culturally appropriate services for consumers and families served;
- Culturally competent staff and require existing or newly hired staff to complete training on cultural competency within 90 days of hire.
- An understanding of traditional healing practices within the cultural context of the population served;
- The capability of addressing the diverse clients' levels of acculturation and biculturalism;
- The capability of language and cultural competency;
- Community based services within the context of the individual's family, culture, language and community;
- Assure equal access for people with diverse cultural backgrounds and/or limited English Proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.
- Integrate the **National Standards on Culturally and Linguistically Appropriate Services (CLAS)** in all areas of the contracting agency.
    - The 15 standards are organized by themes:
        - Principal Standard (Standard 1)
        - Governance, Leadership, and Workforce: (Standards 2-4)
        - Communication and Language Assistance (Standards 5-8)
        - Engagement, Continuous Improvement, and Accountability (Standards 9-15)

Exhibit J-1
National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care

The National CLAS Standards are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

Principal Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promotes CLAS and health equity through policy, practices, and allocated resources.
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.

Communication and Language Assistance:

5. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.

Engagement, Continuous Improvement, and Accountability:

9. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
14. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents, and the general public.