

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE, INC.**, a California Non-Profit Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** 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.

THE PARTIES AGREE AS FOLLOWS:

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

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input checked="" type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit I	Primary Prevention Assurances

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

COUNTY:

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

With a Copy to:

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

CONTRACTOR:

NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE, INC.
 948 N. "H" Street, Ste. 3
 P.O. Box 249
 Tulare, CA 93275
 Phone No.: 559-688-2994
 Fax No.: 559-688-5127

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

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

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

Date: 2.17.18

**NATIONAL COUNCIL OF ALCOHOLISM AND DRUG
DEPENDENCE, INC.**
By [Signature]
Print Name NATHAN TERRY
Title President

Date: 4-17-18

By [Signature]
Print Name DAVID M. GRASSER
Title TREASURER

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

COUNTY OF TULARE

Date: _____
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

Approved as to Form
County Counsel

By [Signature]
Deputy
Matter # 2018467 4/19/2018

Exhibit "A" Scope of Work

NATIONAL COUNCIL ON ALCOHOLISM & DRUG DEPENDENCE TULARE COUNTY, INC.

Fiscal Year(s) 2018-2019
July 1, 2018 through June 30, 2019

Project Goals:

Goal 1:

Reduce underage drinking

Goal 2:

Reduce youth marijuana use.

Goal 3:

Reduce prescription drug misuse and abuse.

Program Objectives:

Objective 1.1:

By 2023, there will be a decrease in retail access to alcohol by 10% to youth under age 21 as measured by retail report card.

Objective 1.3:

By 2023, there will be a decrease in ease of access to alcohol by 5% to youth from social sources as measured by CHKS.

Objective 2.1:

By 2023, there will be a decrease in access to marijuana by 10% to youth under age 21 as measured by pre-post tests.

Objective 2.3:

By 2023, parents will increase their perception that youth marijuana use is harmful by 10% as measured by pre-post tests.

Objective 2.4:

By 2023, reduce the community's favorable attitude of youth marijuana use by 15% as measured by the Community Norm Survey.

Objective 3.1:

By 2023, increase the community's knowledge of prescription misuse and abuse by 10% as measured by pre-post tests

Objective 3.2:

By 2023, increase in coalition membership by 20% every year as measured by coalition sign in sheets

Project Strategies:

- Host two Licensee Education for Alcohol and Drugs (L.E.A.D.) training's per year.
- Develop and implement the "Sticker Shock Campaign."
- Adopt and enforce social host ordinances county-wide to include marijuana.
- Conduct Compliance Scans throughout Tulare County on alcohol license holders and create retail report card.
- Provide ten 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 presentation, town halls and resource fairs.
- Implement the "Lock your Meds" campaign and establish prescription "Drop Boxes".
- Develop and implement recruitment plan for Tulare County Prevention Coalition.
- Conduct evaluation and provide outcome data to Tulare County Alcohol and Other Drug Programs.

Strategies Provided:

Strategy	No. of Hours	Cost Per Hour
Information Dissemination	1000	\$58.00
Education	300	\$58.00
Community-Based Processes	450	\$58.00
Environmental Processes	1250	\$58.00
Total(s)	3,000	\$175,000

Contact Information

Administration:

Kelley Nunes, Executive Director
P.O. Box 249
948 N. "H" Street, Ste. 7
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. 7
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. 7
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 2018-2023 GOALS
FOR FISCAL YEAR 2018/2019

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: Reduce underage drinking

- 1.1. By 2023 there will be a decrease in retail access to alcohol by 10% to youth under age 21, as measured by the Retail Report Card.
- 1.2. By 2023, teens will increase their perception that underage drinking is harmful by 5% as measured by the CHKS.
- 1.3. By 2023, there will be a decrease in ease of access to alcohol by 5% to youth from social sources, as measured by the CHKS.

Goal 2: Reduce youth marijuana use

- 2.1. By 2023 there will be a decrease in access to marijuana by 10% to youth under age 21, as measured by pre-post tests.
- 2.2. By 2023, teens will increase their perception that marijuana use is harmful by 8%, as measured by the CHKS.
- 2.3. By 2023, parents will increase their perception that youth marijuana use is harmful by 10% as measured by pre-post tests.
- 2.4. By 2023, reduce the community's favorable attitude toward youth marijuana use by 15%, as measured by the Community Norm Survey.

Goal 3: Reduce prescription drug misuse and abuse

- 3.1. By 2023, increase the community's knowledge of prescription misuse and abuse by 10%, as measured by pre-post tests.
- 3.2. By 2023 increase in Coalition membership by 20%, every year as measured by coalition sign in sheets.

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/health 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 July 1, 2018
through June 30, 2019**

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.

The maximum reimbursement for Fiscal Year 2018/2019 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	1,000	\$58.00
Education	300	\$58.00
Community-Based Processes	450	\$58.00
Environmental Processes	1250	\$58.00
Total(s)	3000	\$175,000

Total Contract Summary

Fiscal Year	Amount
2018/2019	\$175,000
Total	\$175,000

This Agreement is paid through the Substance Abuse, Prevention and Treatment (SAPT) Block Grant, a federal grant.

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

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. 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 including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

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

C. Deductibles and Self-Insured Retentions

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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