

TULARE COUNTY AGREEMENT NO. 28739

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

**THIS AGREEMENT** ("Agreement") is entered into as of July 1, 2018 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **ALTERNATIVE SERVICES INC.**, ("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 obtain the services of CONTRACTOR for the purpose of maintaining a Driving Under the Influence (DUI) program in Tulare County. The program is mandated by the State to be self-supported through client fees. COUNTY receives a monitoring fee from CONTRACTOR. DUI programs are highly regulated, licensed and monitored by the State; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to COUNTY'S Alcohol and Other Drug 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
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits 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  
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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures <u>(Must be completed by Contractor and submitted to County prior to approval of agreement.)</u>
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	<b>Exhibit I</b>	Assurance
<input checked="" type="checkbox"/>	<b>Exhibit J</b>	Monitoring and Audit

**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:**

TULARE COUNTY HEALTH AND HUMAN  
SERVICES AGENCY  
5957 S. Mooney Blvd.  
Visalia, CA 93277  
Phone No.: 559-624-8000  
Fax No.: 559-713-3718

**With a Copy to:**

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

**CONTRACTOR:**

Alternative Services, Inc.  
215 North D. Street  
Porterville, CA 93257  
Phone No.: 559-782-4681  
Fax No.: 559-782-2402

(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.

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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.

**ALTERNATIVE SERVICES INC.**

Date: 06/20/2018

By Ann Konda

Print Name Ann Konda

Title Director

Date: 06/20/2018

By Monie Hopkins

Print Name Monie Hopkins

Title Chief Financial Officer

[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.]

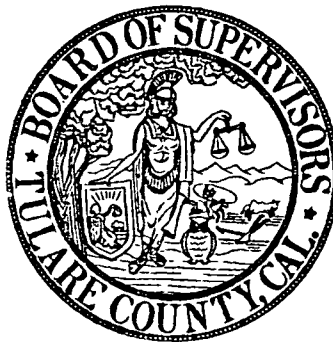
Date: July 17, 2018

**COUNTY OF TULARE**

By J. Steven Smith  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By Michael C. Spata  
Deputy Clerk



Approved as to Form  
County Counsel

By Bill Miller 6/26/18  
Deputy

Matter # 2018434

## EXHIBIT A

### ALTERNATIVE SERVICES, INC.

FISCAL YEAR 2018-2019

#### SERVICES PROVIDED

The program will provide the following activities, designed to provide the knowledge, skills motivation and support to enable the participants to change their attitude, behavior, and lives through a combination of individual group and educational counseling as follows:

PROGRAM	COUNSELING	EDUCATION CLASSES	GROUP COUNSELING	RE-ENTRY
WET AND RECKLESS		6 sessions 12 hours		
FIRST OFFENDER	3 sessions	10 sessions 20 hours	5 sessions 10 hours	
SIX MONTH	6 sessions 1 per month	7 sessions 14 hours	14 sessions 28 hours	
NINE MONTH	19 sessions	7 sessions 14 hours	22 sessions 44 hours	
MULTIPLE OFFENDER	26 sessions	7 sessions 14 hours	28 sessions 56 hours	6 sessions 6 hours

#### DUI PROGRAM LEVELS:

The length of the DUI Program that participants will be required to complete will depend upon the blood alcohol content recorded at time of arrest, as well as if they had a prior DUI within the past 10 years.

#### **1<sup>st</sup> Offender Programs:**

- Wet and Reckless - BAC Below 0.08%
  - 6 education classes (one class per week)
  - \$290
- 3 Month Program - BAC Below 0.15%
  - 10 education classes (one class per week)
  - 5 group classes (one class per week following education)
  - 3 individual counseling sessions (one session in the beginning, middle, and end of the program)
  - 8 AA self-help meetings
  - \$620

- 6 Month program - BAC between .015% - 0.19%
  - 7 education classes (one class per week)
  - 14 group classes (one class per week following education)
  - 7 individual counseling sessions (one session per month)
  - 12 AA self-help meetings
  - \$885
- 9 Month program - BAC of .20% or Higher
  - 7 education classes (one class per week)
  - 22 group classes (one class per week following education)
  - 18 individual counseling sessions (one session every other week)
  - 16 AA self-help meetings
  - \$1,230

**Multiple Offender Program:**

- 18 Month program - More than 1 conviction in 10 years
  - 7 education classes (one class per week)
  - 28 group classes (one class per week following education classes)
  - 26 individual counseling sessions (one session every other week throughout the first year)
  - 6 Re-entry classes (1 class per month for the last six months)
  - \$1,640

All participants must attend an orientation before starting the program (sign contract, rules and regulations)

All participants have an assessment done on their first individual counseling session in all programs.

Participants are not required to pay the entire program fee upfront. Payments are made throughout the program.

**EXHIBIT B**  
**COMPENSATION**  
**ALTERNATIVE SERVICES, INC.**

**FISCAL YEAR 2018-2019**

The Driving Under the Influence (DUI) program is paid for entirely with client fees and no government funding.

The Department of Health Care Services (DHCS), Substance Use Disorder Compliance Division, Driving-Under-the-Influence (DUI) Unit licenses and monitors all DUI programs in California. The objective of the DUI program is to reduce the number of repeat DUI offenses by persons who complete a state-licensed DUI program; and provide participants an opportunity to address problems related to the use of alcohol and/or other drugs.

Although the DHCS is responsible for licensing all DUI programs statewide, the licensing process begins with the county board of supervisors, in concert with the county alcohol and drug program administrator, by recommending applicants to the State for licensure. Alternative Services Inc. has demonstrated administrative, fiscal, and operational capabilities to operate a DUI program; provide programs clean, safe, and free of alcohol or illicit drug use; and adherence to all applicable statutes and regulations.

**FEES:**

In compliance with California Code of Regulations Title 9, Division 4, Chapter 3, Section 9878-Participant Fees, and Section 11837.6 of the Health Safety Code:

- a. The DUI program shall charge only the fees approved by the County's Alcohol Program Administrator and approved by the Department of Health Care Services (DHCS).
- b. Program profit or surplus shall not exceed 10 percent of gross revenue per year.
- c. The program shall establish and use a standardized payment schedule, approved by DHCS in accordance with Subsection 11837.8(b) and (c) of the Health and Safety Code.
- d. Provision for persons who can document current inability to pay the program fees in order to enable those persons to participate; the DUI program provider must develop and have in place a sliding fee schedule.

Section 11837.8 of the Health & Safety Code authorizes each county to retain a portion of the fees charged for participation in the DUI program.

Alternative Services, Inc. shall pay Tulare County a monitoring fee of 4.5 percent. The monitoring fee is payable quarterly.

Contact Information:

Ann Konda, Executive Director  
215 North D Street  
Porterville, CA 93257  
Phone: 559-783-2402  
FAX: 559-782-4681  
[altserv@sbcglobal.net](mailto:altserv@sbcglobal.net)

Ann Konda, Executive Director  
2380 W. Whitendale  
Visalia, CA 93277  
Phone: 559-651-8090

Claire Horning, Administrative Assistant  
215 North "D" Street  
Porterville, CA 93257  
Phone: 559-783-2402

**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.

## **EXHIBIT I ASSURANCES**

Contractor further agrees:

- A. Not to discriminate in the delivery of services on the basis of ethnic group identification, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, political affiliation, disabled veteran or veteran of Vietnam era, medical condition, or condition of physical or mental disability, as provided by State and Federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d]; the Age Discrimination Act of 1975 (42 USC 6101); the Rehabilitation Act of 1973 (29 USC 794); The Education Amendments Act of 1972 (20 USC 1681); the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12900 et seq.), and the regulations promulgated thereunder (2 CCR 7285.0 et seq.); title 2, division 3, article 9.5 of the California Government Code section 11135 et seq.; and 9 CCR 10800 et seq. Contractor agrees to inform recipient of their right, and provide a procedure for them to present grievances and views to County relative to delivery of services.
- B. To comply with U. S. Executive Order 11246, entitled "Equal Employment Opportunity, as amended by U. S. Executive Order 11375. Contractor shall not discriminate against any employee, or applicant for employment on the basis of ethnic group identification, national origin or ancestry, religion, sex, marital status, political affiliation, or physical or mental condition.
- C. In addition, Contractor will:
  - 1. Ensure that appropriate personnel who are involved in providing services are educated regarding HIV/AIDS related problems; issues and special recovery needs and attend HIV/AIDS training sponsored by various State, Federal and County agencies.
  - 2. Ensure nondiscrimination in the provision of services based on a diagnosis of AIDS, or upon testing positive for the AIDS virus (HIV).
  - 3. Ensure that the use of HIV antibody testing will not be used as a screening exhibit criterion for program participation.
  - 4. Provide information to all participants regarding high-risk behaviors, safer sex practices, and Perinatal transmission of HIV infection.
- D. Comply with 45 CFR 96.124 and 45 CFR 96.126-128.
- E. Comply with Health and Safety Code Section 11970.35, 11970.45 and/or 11970.2.
- F. Comply with the Civil Rights Act of 1990 and with the Americans with Disabilities Act of 1990 (ADA).

- G. Ensure that no aspect of the Alcohol or Other Drug-related program shall include any message on the responsible use, if the use is unlawful, of alcohol and/or other drugs (Health and Safety Code Section 11999). Ensure that the information produced through these funds shall contain a clearly written statement that there shall be no unlawful use of alcohol or other drugs associated with the program.
- H. Comply with the requirements of the Drug Free Work Place Act of 1990 (Government Code Section 8350 et seq.), and will provide a drug free work place by taking the following actions:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
  2. Establish a drug-free awareness program as required by Government Code section 8355 (b) to inform employees about all of the following:
    - (a) The dangers of drug abuse in the workplace;
    - (b) The person's or organization's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may be imposed upon employees for drug abuse violations.
  3. Provide, as required by Government Code Section 8355 (c), that every employee engaged in the performance of the contract:
    - (a) Be given a copy of the agency's drug-free policy statement; and
    - (b) As a condition of employment on the Agreement, agree to abide by the terms of the statement.
  4. Failure to comply with these requirements may result in suspension of payments under the contract, or termination of the contract, or both.

## **Exhibit J**

### **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:

- Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than 9 months after the end of the subcontractor's fiscal year. The audit report is due no later than 30 days after the completion of the audit.
  - Performed in accordance with Government Auditing Standards – shall be performed by an independent audit and be organization-wide.
  - All inclusive – includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:
    - Substance Abuse and Crime Prevention Act of 2000 Funds
    - Narcotic Treatment Programs (NTP)
    - Drug Medi-Cal (DMC) Programs
    - Outpatient Drug-Free (ODF), Day Care Rehabilitative (DCH), and Residential Programs
    - Alcohol and Drug Programs
    - Driving Under the Influence (DUI) Programs
    - Realignment Funded 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 seven (7) 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