

TULARE COUNTY AGREEMENT NO. 28741

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 COMMUNITY SERVICES AND EMPLOYMENT TRAINING, 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 retain the services of CONTRACTOR for the purpose of increasing youth knowledge and awareness regarding the consequences of underage drinking and drug use among 7th, 9th and 11th grade students; 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, A-1.
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
 SERVICES AGREEMENT**

<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 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 Assurance (attached to this Agreement)
<input checked="" type="checkbox"/>	Exhibit J	Monitoring and Audit (attached to this Agreement)
<input checked="" type="checkbox"/>	Exhibit K	Compliance Criteria (attached to this Agreement)

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. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.
 312 NW 3RD Ave
 Visalia, CA 93291
 Phone No.: 559-732-4194
 Fax No.: 559-733-3971

(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.

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

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.

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.

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.

Date: 6/12/2018

By 

Print Name Mary Alice Escarsega-Fechner

Title Executive Director

Date: _____

By _____

Print Name _____

Title _____

[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.]

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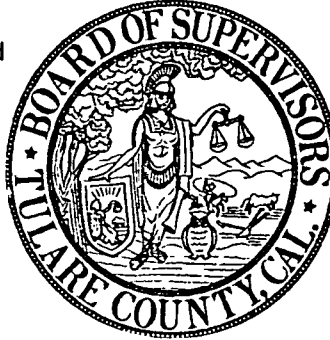
COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

Date: July 17, 2018

COUNTY OF TULARE
By J. Steven Wittley
Chairman, Board of Supervisors

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

By Mary Ruello
Deputy Clerk



Approved as to Form
County Counsel

By [Signature]
Deputy
Matter # 2018431

**Exhibit A
Scope of Work**

**Community Services and Employment Training (CSET)
Fiscal Year 2018-2019
July 1, 2018 through June 30, 2019**

Project Goals:

Goal II:

Decrease community norms influencing youth to consume alcohol.

Goal III:

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

Program Objectives:

Objective 2.1:

Increase perception among youth that underage drinking is harmful and unacceptable.

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 and harmful.

Project Strategies:

- Utilize effective and evidence based education in 5th through 10th grade. Youth to participate in curriculum to increase their awareness of the harmful effects of alcohol and marijuana use and develop refusal skills, resistance strategies, benefits of non use and norms against use.
- A total of 200 youth across all sites are projected to participate.
- Media literacy/campaign training for youth. Train and guide 50 youth in North and South county in a bilingual (English/Spanish) media campaign targeting Tulare County. Youth will be guided and supported to develop media messages around promoting the non use of alcohol and marijuana.
- Provide culturally relevant and evidence-based parent education. Educate and train parents in Guiding Good Choices in English and Spanish. Develop and implement "Parent Pledges".
- Participate in Substance Abuse Prevention meetings, coalitions, or trainings
- Conduct evaluation and provide outcome data to Tulare County Alcohol and Other Drug Programs

Target Population:

CSET will target the communities of Farmersville, Orosi, Porterville, Tulare and Visalia. Additionally, CSET will provide services in other areas of Tulare County by utilizing social media outlets and generate participation and interest from other youth and the community at large.

IOM Category: Universal

Strategies Provided:

Strategy	No. of Hours	Cost Per Hour	Cost Per Strategy
Information Dissemination	500	\$ 51.99	\$25,995
Alternative	500	\$ 51.99	\$25,995
Education	385	\$ 51.99	\$20,016
Community Based	600	\$ 51.99	\$31,194
Grand Total	1985		\$103,200

Contact Information

Administration:

Raquel Gomez

312 NW 3rd Ave.

Visalia, CA, 93291

559-741-4645

raquel.gomez@cset.org

Exhibit A-1 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
Community Services and Employment Training
Fiscal Year 2018-2019

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.

FISCAL YEAR 2018/2019

The maximum reimbursement for Fiscal Year 2018/2019 shall be **ONE HUNDRED THREE THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS (\$103,200)**. 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	Cost Per Strategy
Information Dissemination	500	\$ 51.99	\$25,995
Alternative	500	\$ 51.99	\$25,995
Education	385	\$ 51.99	\$20,016
Community Based	600	\$ 51.99	\$31,194
Grand Total	1985		\$103,200

This Agreement is paid through the Substance Abuse, Prevention and Treatment (SAPT) Block Grant, a federal grant. CONTRACTOR will retain all records for a minimum of five (5) fiscal years, so as to be available at any time to County, State, and/or Federal representatives. CONTRACTOR agrees to comply with State and Federal confidentiality requirements. However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties.

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 93292, 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 45 days after the close of the fiscal year.

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

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 Department of Health Care Services (DCHS) Primary Prevention SUD Data Services (PPSDS) Web Infrastructure for Treatment Services (WITS) as evidence of engagement and use of the SPF practices.

II. REPORTING REQUIREMENTS

The Primary Prevention SUD Data Services (PPSDS) WITS

The PPSDS WITS 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 PPSDS WITS. When submitting data, must comply with PPSDS WITS 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 **PPSDS WITS** Prevention. CONTRACTOR shall participate in **PPSDS WITS** informational meetings, training, and readiness meetings for prevention as determined by COUNTY.

- G. In order to ensure that all persons responsible for PPSDS WITS data entry have sufficient knowledge of the PPSDS WITS Data Quality Standards, all new PPSDS WITS users, shall participate in PPSDS WITS 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 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:

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 K
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 statute 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, section 200(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. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.
8. California Code of Regulations, Title 9, Division 4, Chapter 2.5. Section 9545 requiring County audit of Agreements expending \$300,000 or more in accordance with GAAP (as described in Government Auditing Standards 1994 Revision) to establish whether Contractor expended funds in accordance with the provisions of ADP/Prop 36, the requirements of Chapter 2.5, and the County terms and conditions under which the funds were awarded. California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Section 16366.1 et seq.; Federal Block Grants.
9. California Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7, Section 53130
10. United States Code, Title 42, Section 300x-52; Reports and Audits for Block Grants.
11. 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

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

- 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
12. 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
 13. United States Code, Title 20, section 6081 et seq.; Pro-Children Act of 1994.
 14. 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.
 15. 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.
 16. 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.
 17. California Government Code, Title 2, Section 84309; restricts any public funds for political activities.
 18. Public Law 110-161; Restricts any public funds for political activities.
 19. 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).
 20. Public Law 103-227, also known as the Pro-Children Act of 1994, regarding smoking prohibition requirements.
 21. 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).
 22. California Civil Code Sections 56-56.37 -Confidentiality of Medical Information Act (in addition to Exhibit "G" HIPAA Requirement).
 23. Contractor may seek assistance from the State in the event of a dispute over the terms and conditions of its contract with the County.
 24. Code of Federal Regulations, Title 42, Part 8.
 25. Title 42, Code of Federal Regulations, Charitable Choice Regulations
 26. Americans with Disabilities Act (ADA) Title 45
 27. Code of Federal Regulations, Title 45, Part 96; SAPT Block Grant Regulations

EXHIBIT K
Compliance Criteria

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

28. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5; Licensing
29. Code of Federal Regulations, Title 45, Part 84; Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
30. California Code of Regulations, Title 24, Part 2; Activities Receiving Federal Financial Assistance
31. Unruh Civil Rights Act California Civil Code Sections 51 through 51.3 and all applicable laws
32. 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)
33. 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.
34. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
35. 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