

**COUNTY OF TULARE
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 **The PAAR Center**, a California 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.** The Public Safety Realignment Act (Assembly Bill 109), signed into law on April 04, 2011, transferred responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to the counties.
- B.** In an effort to address the provisions of Assembly Bill 109, and the influx of 1) Low-Level State Prison Post-Release (PRCS); 2) Low-Level Non-Violent, Non-Serious, and Non-Registerable Sex Offenders (N3's); 3) Existing violators of Parole who will not be returned to State Prison; 4) Any offenders who are placed on Felony Probation, COUNTY needs to enter into contracts and linkages with community-based services for placement, treatment, counseling, employment, education, and training.
- C.** CONTRACTOR operates in various locations in Visalia, CA, with a major goal to provide quality case management, treatment, training, and supervision services; programs provided by CONTRACTOR include: substance abuse treatment, residential treatment, transitional living, and intensive outpatient services, and are designed to reduce the likelihood of return to crime, or recidivism and to incorporate evidence-based curriculum in areas including health, life skills, parenting recreation, and socialization.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**. The maximum amount not to exceed \$350,000.
- 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.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
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<input checked="" type="checkbox"/>	Exhibit E	HIPAA Requirement: See Attached.
<input checked="" type="checkbox"/>	Exhibit F	Reporting Standards: See Attached.
<input checked="" type="checkbox"/>	Exhibit G	Monitoring and Audit: See Attached.

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 pre-paid and addressed as follows:

COUNTY:

Tulare County Probation Department
Marichu Baker, Fiscal Manager
221 S. Mooney Blvd., Rm. 206
Visalia, CA 93291
Phone No.: (559) 713-2750
Fax No.: (559) 730-2557
[MABaker@co.tulare.ca.us](mailto:MAbaker@co.tulare.ca.us)

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:

Cristie Gonzales, Executive Director
184 W. Belleview
Porterville, CA 93257
Phone No.: (559) 781-0107
cgonzales@paarcenter.org

(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.

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.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

The PAAR Center

Date: _____

By _____

Print Name _____

Title _____

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.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____
Deputy

Matter # _____

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EXHIBIT A

SCOPE OF WORK

THE PAAR CENTER

184 W. Belleview
Porterville, CA 93257
559-781-0107

PROGRAM DESCRIPTION

The PAAR Center is a non-profit community oriented facility designed to treat those struggling with addiction so they may live meaningful, productive lives without the use of alcohol and drugs. The PAAR Center is licensed by the State of California Department of Alcohol and Drug programs. The PAAR Center consists of a 41 bed men's residential facility, a 12 bed women's residential facility, a 4 bed detox facility, a 6 bed sober living facility, and an outpatient program.

SERVICES PROVIDED

All programs are social model in modality and observe the following principles of the social model practice: the programs are community based and are peer group oriented. Services are available to both men and women and are provided in a supportive, non-drinking/using environment for ambulatory and mentally competent recovering alcoholics and addicts. The following services will be provided to the clients of the Tulare County Probation Department at the various PAAR Center locations in Porterville.

Residential Services:

- Individual and Group Counseling Sessions
- Anger Management Classes
- Stress Management Groups
- Community-based Support Services
- Food and Shelter
- UA Testing
- Education Classes
- Domestic Violence Classes
- Medication Awareness Groups
- Social/Recreational Activities
- Substance Abuse & Addiction Treatment

Sober Living Services:

- 24/7 Supervision
- Food and Shelter
(Furnished house, utilities, telephone, television & cable, washer & dryer, bedding supplies, personal hygiene products, 3 meals per day, and snacks)
- Job Training
- Transportation for medical/work and NA/AA meetings
- UA Testing

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Outpatient Recovery Services:

- Individual and Group Counseling Sessions
- Anger Management Classes
- Stress Management Groups
- Community-based Support Services
- Linkage to Psychotherapeutic Services
- Information & Assistance with health, social, vocational, & other services
- Education Classes
- Domestic Violence Classes
- Medication Awareness Groups
- Family Awareness Groups
- Group Participation in Self-Help Groups
- UA Testing

Intensive Outpatient Recovery Services:

- Individual and Group Counseling Sessions
- Anger Management Classes
- Stress Management Groups
- Community-based Support Services
- Linkage to Psychotherapeutic Services
- Information & Assistance with health, social, vocational, & other services
- Education Classes
- Domestic Violence Classes
- Medication Awareness Groups
- Family Awareness Groups
- Group Participation in Self-Help Groups
- UA Testing

CONTACT INFORMATION

Executive Director:

Cristie Gonzales

(559) 781-0107

Email: cgonzales@paarcenter.org

Men's Program

Program Director: Rudy Pina

(559) 781-0133

Email: rudy@paarcenter.org

Women's Program

Program Director: Vicky Schmidkoffler

(559) 781-7248

Email: info@paarcenter.org

OP Coordinator

Mark Surber

(559) 781-0133

Email: info@paarcenter.org

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EXHIBIT B

PAYMENT FOR SERVICES

**THE PAAR CENTER
184 W. Belleview
Porterville, CA 93257
(559) 781-0107**

Residential Services: The PAAR Center will charge the Tulare County Probation Department \$72.00 per bed per day, men and women, for Residential Services. This cost will include shelter, food, urine drug test collection, Substance Abuse & Addiction Treatment services, educational services, and an array of other services as delineated in Exhibit A.

All residential clients receive 25 to 28 Substance Abuse & Addiction Treatment service hours and 12 supplemental treatment hours per week, which are included in the cost for Residential Services.

Sober Living Services: The PAAR Center will charge the Tulare County Probation Department \$35.00 per bed per day, for Sober Living Services, for men only. This cost will include shelter, food, training services, and an array of other services as delineated in Exhibit A. Clients are also required to complete Outpatient Services while participating in Sober Living Services, but the cost for Outpatient Services is not included, and is charged as indicated below.

Outpatient Services: The PAAR Center will charge the Tulare County Probation Department \$45.00 for individual session and \$20.00 for group session Outpatient Services. Outpatient individual sessions are 60 minutes in length and group sessions are 1 ½ hours in length.

Intensive Outpatient Services: The PAAR Center will charge the Tulare County Probation Department \$220.50 per week, per participant for Intensive Outpatient Services (IOP). The total weekly cost of \$220.50 consists of \$175.50 for three 3-hour sessions per week (\$58.50 each), and \$45.00 per week per participant for one hour individual counseling sessions as delineated in Exhibit A.

Available services do not imply a requirement of participation by clients of the Tulare County Probation Department, and are listed for informational purposes only.

Payment for actual services provided shall be billed and paid monthly in accordance with the standard County billing/payment cycle. Billing statements shall be sent to:

Tulare County Probation Department
221 South Mooney Boulevard, Room 206
Visalia, CA 93291
ATTN: Marichu Baker, Fiscal Manager

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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.*

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- 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, 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
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.
- 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. COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name _____ Date: _____

Contractor Name _____

Signature _____

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EXHIBIT E

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.

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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.
10. 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.

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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 use 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 use 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.

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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.
5. COUNTY may terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this Agreement.

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EXHIBIT F

REPORTING STANDARDS

- A. CONTRACTOR will enter information as outlined below, into the case management system as identified by the Tulare County Probation Department no later than two (2) business days after the event occurs for all clients served. Until a system is identified, the CONTRACTOR will notify the COUNTY monthly via email.
- a. CONTRACTOR will enter into the system the type, date, location, and duration of service provided to each client
 - b. CONTRACTOR will enter into the system the admission date of each client
 - c. CONTRACTOR will enter into the system the discharge date and reason for the discharge of each client
 - d. CONTRACTOR will correct any identified errors in the system

Tulare County Probation Department
11200 Ave. 368, Room 102
Visalia, CA 93291
ATTN: Amy Story, Staff Services Analyst
astory@co.tulare.ca.us

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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. This fiscal audit shall be:

- Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed no later than nine (9) months after the end of the subcontractor's fiscal year.
 - Performed in accordance with Government Auditing Standards – shall be performed by the County or 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:
 - Anger Management Classes
 - Stress Management Groups
 - Urine Analysis Drug Testing
 - Domestic Violence Classes
 - Medication Awareness Groups
 - Substance Abuse & Addiction Treatment
 - Job Training
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 and 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 the County, 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.

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Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of five (5) years from the date of final payment under this Agreement and shall make such records available and subject to inspection by the COUNTY upon request. CONTRACTOR shall not destroy any records without written consent provided by COUNTY.