

**TULARE COUNTY OFFICE OF EDUCATION  
AND  
TULARE COUNTY HEALTH AND HUMAN SERVICES  
(SB 77, known as Stats. 2005, Ch. 38) AGREEMENT**

**THIS AGREEMENT** is entered into as of March 15, 2005, between the TULARE COUNTY OFFICE SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY, referred to as COUNTY, with reference to the following:

A. Government Code sections 7570 et seq. require COUNTY to provide mental health services, which are identified within the individualized education plan (IEP) pursuant to Government Code Section 7572 et seq.; and

B. COUNTY and SUPERINTENDENT enter into an Interagency Agreement(s) for services pursuant to Government Code section 7570 et seq. which are reviewed annually; and

C. SB 77, known as Stats. 2005, Ch 38, in accordance with the Budget Act of 2005, provides \$ 69 million of federal IDEA funds through county offices of education for mental health services pursuant to Government Code sections 7570 et seq.;

D. SB 77, known as Stats. 2005, Ch. 38, requires each county office of education receiving federal IDEA funds, which in Tulare County is SUPERINTENDENT, to contract with the county mental health agency, which in Tulare County is the Health and Human Services Agency (COUNTY), for the purpose of transferring each county's allocation of the \$69 million, as determined by the State Department of Mental Health, to the county mental health agency to provide specified mental health services to school districts and special education local plan areas;

E. These funds shall be used exclusively for purposes of funding mental health services, which are delineated in an IEP in accordance with Section 7572(d) of the Government Code in the 2005-2006 fiscal year; and

F. SB 77, known as Stats. 2005, Ch. 38, states that it is the intent of the Legislature that the allocation be in effect for the 2005-2006 fiscal year only; states that it is the intent of the Legislature that the allocation be in effect for the 2005-2006 fiscal year only;

**ACCORDINGLY, IT IS AGREED:**

**1. TERM:** This Agreement shall become effective as of July 1, 2005 and shall expire on June 30, 2006 unless otherwise terminated as provided in this Agreement. This Agreement pertains only to the enactment of funding and other provisions of SB 77. This Agreement is approved retroactively to July 1, 2005, and the parties, by signing, ratify that all performances and payments rendered, from July 1, 2005 to the date of execution of this Agreement, have been provided consistently with the terms herein.

**2. FUNDING ALLOCATION:**

a. SUPERINTENDENT shall allocate funds provided under SB 77, known as Stats. 2005, Ch. 38, to COUNTY within five (5) business days after receipt.

b. COUNTY shall provide a monthly invoice for services to SUPERINTENDENT.

c. SUPERINTENDENT shall establish a reimbursement account for these funds received from the State Education Department and shall make payments to COUNTY on the basis of invoices which itemize the services function code, the units of services and the rate per unit.

d. COUNTY shall deposit these funds into a separate account for the purpose of identifying expenditures incurred for the provision of mental health services pursuant to this Agreement.

e. Upon its receipt of invoices delineating actual service and cost documentation, SUPERINTENDENT shall transfer to COUNTY funds as prescribed under SB 77 for fiscal year 2005-2006.

f. COUNTY shall submit an invoice to SUPERINTENDENT delineating actual service and cost documentation to SUPERINTENDENT following the end of the fiscal year in order to receive subsequent payments.

g. COUNTY shall provide an accounting to SUPERINTENDENT of expenditures incurred pursuant to this Agreement.

**3. GENERAL ASSURANCES:** By executing this Agreement, both parties agree that the General Assurances and Federal Funds Conditions specified in Attachment 1 will be observed.

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

TULARE COUNTY OFFICE OF EDUCATION

Date: 4.24.06

BY Marilyn Rankin  
Marilyn Rankin, Ed.D., Assistant Superintendent  
"SUPERINTENDENT"

COUNTY OF TULARE

Date: \_\_\_\_\_

BY \_\_\_\_\_  
Chairman, Board of Supervisors  
"COUNTY"

ATTEST: C. BRIAN HADDIX  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk



## **GENERAL ASSURANCES AND FEDERAL FUNDS CONDITIONS**

The signature of the Authorized Official on the Certification of Acceptance of Grant Conditions acknowledges that General Assurances and Federal Funds Conditions will be observed.

### **General Assurances**

1. Programs and services shall be in compliance with Title VI and Title VII of the U.S. Civil Rights Act of 1964, the California Fair Employment Practices Act, and Subchapter 4 (commencing with Section 30) of Chapter I of Division 1 of Title 5, California Code of Regulations. A statement of compliance with Title VI of the Civil Rights Act of 1964 has been filed with the County Office of Education.
2. Programs and services shall be in compliance with Title IX (nondiscrimination on the basis of sex) of the Federal Education Amendments of 1972 (20 U.S.C. 1681-1683) and subsequent amendments.
3. Programs and services shall be in compliance with the affirmative action provisions of the Federal Education Amendments of 1972 and subsequent amendments.
4. Programs and services shall be in compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and subsequent amendments.
5. Programs and services for disabled persons shall be in compliance with the Individuals with Disabilities Education Act, (20 U.S.C. Sec. 1400-1487, and attendant regulations) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
6.
  - (a) When federal funds are made available, they will be used so as to supplement, and, to the extent practicable, increase the amount of state and local funds that would, in the absence of such federal funds, be made available for uses specified in the State Plan, and in no case supplant such state or local funds.
  - (b) The awardees shall ensure that federal funds are not used to reduce the level of expenditures for the preceding fiscal year as described in 34 CFR 300.231-300.232.
7. All state and federal statutes, regulations, program plans, and applications applicable to each program under which federal and state funds are made available through this application will be met by the applicant agency in its administration of each program, and the undersigned is authorized to file these assurances for such applicant agency.
8. The local agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, state and federal funds paid to that agency under each program.
9. The public agency shall make reports to the state agency or board and to the State Superintendent of Public Instruction as may reasonably be necessary to enable the state agency or board and the Superintendent to perform their duties and will maintain such records and provide access to those records as the state agency or board or the

Superintendent deem necessary. Such records shall include, but not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for five years after the completion of the activities for which the funds are used.

10. Any application, evaluation, periodic program plan, and/or report relating to each program will be made readily available to parents and other members of the general public.
11. Auditable records of each participating school program will be maintained on file at the district office. (5 C.C.R. 3944; 34 C.F.R. 74.24).
12. Each local agency shall have adopted policies and procedures consistent with Chapter 5.1 (commencing with Section 4600 of Division 1 of Title 5 of the California Code of Regulations) for investigation and resolution of complaints. Each LEA shall annually notify in writing, as applicable, its students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, and other interested parties of their LEA complaint procedures, including the opportunity to appeal to the California Department of Education and the provisions of Chapter 5.1 (5 C.C.R. 4620-4632).
13. Any funds under any application program, which pursuant to paragraph (1), are available for obligation and expenditure in the year appropriated shall be obligated and expended in accordance with: (a) the federal statutory and regulatory provisions relating to such program which are in effect for such succeeding fiscal year, and (b) any program plan or application submitted by such educational agencies for institutions for such programs for such succeeding fiscal year. "Obligations" are the amounts of orders placed, contracts and sub-grants awarded, services received, and similar transactions during a given period, which will require payment during the same or future period.
14. As required by Section 8355 of the California Government Code and Sections 701-707 of Chapter 10 of Title 41 of the United States Code, and implemented at 34 C.F.R. Part 85, Sections 85.600-635, to provide a drug-free workplace, the above named contractor or grant recipient will continue to provide a drug-free workplace by: (a) publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as defined at 34 C.F.R., Part 85, Section 85.605 and 85.610; and (b) establishing a Drug-Free Awareness Program as required by the California Government Code Section 8355(b), to inform employees about all of the following: (1) the dangers of drug abuse in the workplace; (2) the person or organization's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs, and; (4) penalties that may be imposed upon employees for drug abuse violations; (c) provide as required by California Government Code Section 8355(c) that every employee who works on the proposed

- contract or grant: (1) will receive a copy of the company's drug-free workplace policy statement, and; (2) will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
15. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. Part 82, for prospective participants entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. Part 82, Sections 82.105 and 82.110, the applicant certifies that: (a) no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement; (b) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; (c) the undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub recipients shall certify and disclose accordingly.
  16. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 C.F.R. Part 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. Part 85, Sections 85.105 and 85.110. The applicant certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (15)(b) of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and  
Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant.
  17. **The following is required for all state grants:**  
Recipient, by signing this grant, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this agreement. Furthermore, Recipient, by

signing this agreement, hereby certifies that: (a) no state funds disbursed by this grant will be used to assist, promote, or deter union organizing; (b) recipient shall account for state funds disbursed for a specific expenditure by this grant to show that those funds were allocated to that expenditure; (c) recipient shall, where state funds are not designated as described in item b above, allocate on a pro rata basis all disbursements that support the grant program; (d) recipient makes expenditures to assist, promote, or deter union organizing, Recipient will maintain records sufficient to show that no state funds were used for those expenditures, and shall provide those records to the Attorney General upon request; and (e) recipient hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote, or deter union organizing.

**Federal Funds Conditions**

1. This award is valid and enforceable only if the United States Government makes sufficient funds available to the State for the current Fiscal Year for the purposes of this program. In addition, this award 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 award in any manner.
2. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction of funds.
3. For purposes of compliance with the Office of Management and Budget Circular A-133 Compliance Supplement, the "State laws and procedures applicable to sub recipients" of the California Department of Education are those State laws, regulations, and procedures applicable to State agencies.
4. Section 80.21, Title 34, of the Code of Federal Regulations allows the state's sub recipients to receive payments provided they demonstrate the willingness and ability to minimize the time elapsing between the receipt and disbursements of federal funds; otherwise, reimbursement is the preferred method of payment. Further, this section requires the state's sub recipients to promptly remit to the federal agency any interest greater than \$100 that they earned on the payments. Additionally, if the state's sub recipients receive payments, Section 80.20(b)(7), Title 34, of the Code of Federal Regulations, requires them to follow procedures for minimizing the time between the receipt and disbursement of federal funds.