

FOURTH AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21972 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as “**COUNTY**” and **ALTERNATIVE SERVICES INC.** hereinafter referred to as ‘**CONTRACTOR**’ with reference to the following:

A. The **COUNTY** and **CONTRACTOR** entered into Agreement No. 21972 for the purpose of maintaining a **DRIVING UNDER THE INFLUENCE (DUI)** program for the Tulare County area.

B. The **COUNTY** and **CONTRACTOR** amended Agreement No. 21972 on June 21, 2005 to amend the original agreement to extend the expiration date to June 30, 2006, update Assurances in Exhibit “E,” and update Compliance Criteria in Exhibit “F.”

C. The **COUNTY** and **CONTRACTOR** amended Agreement No. 21972 on October 24, 2006 to extend the term of the agreement for another year to June 30, 2007, update Exhibit “A,” entitled “Driving Under The Influence Program,” and Exhibit “D,” entitled “Projected Expenditure/Service Report.”

D. The **COUNTY** and **CONTRACTOR** amended Agreement No. 21972 on June 12, 2007 to extend the term of the agreement for another year to June 30, 2008, update Exhibit “A,” entitled “Driving Under The Influence Program,” update compensation listed in Exhibit “B,” update Exhibit “D,” entitled “Projected Expenditure/Service Report,” and to modify language contained in paragraph ten entitled “Termination.”

E. **COUNTY** and **CONTRACTOR** agree to amend Agreement No. 21972 to extend the term of the agreement for another year to June 30, 2009, add Exhibit “I,” entitled “Cultural Competence and Diversity,” and add Exhibit “J,” entitled “Monitoring and Audit.”

F. This amendment shall become effective July 1, 2008.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2008 paragraph 1 entitled Term in the original agreement is hereby revised to identify the new termination date of June 30, 2009.

II. Effective July 1, 2008 Exhibit “I” entitled “Cultural Competence and Diversity” is added in its entirety with the attached Exhibit “I,” which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2008 Exhibit “J” entitled “Monitoring and Audit” is added in its entirety with the attached Exhibit “J,” which Exhibit is made a part of this Agreement by reference.

IV. Except as provided above, all other terms and conditions of Agreement No. 21972 shall remain in full force and effect.

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

COUNTY OF TULARE



Date: _____


BY _____
Chairman, Board of Supervisors
"County"

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

ALTERNATIVE SERVICES, INC.

Date: 9/2/08

By: 
Title: C.E.O.

Date: 9/2/08

By: Monie Hopkins
Title: C.F.O.

Corporation Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: Moses Davis
Deputy County Counsel

Date: 8/28/2008

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CULTURAL COMPETENCE AND DIVERSITY

CONTRACTOR shall support the County of Tulare Health and Human Services Agency through organizational and systematic practices demonstrating cultural competence, cultural sensitivity, and diversity. A set of congruent behaviors, attitudes and policies for projects, programs and systems shall be adopted that enable people to work effectively in cross-cultural situations. All services provided shall be oriented to meet the unique linguistic and cultural needs of all populations served under this Agreement; whenever possible. Cultural competence should be reflected in the diversity of program participants, as well as staff recruitment and training, program activities, and throughout program design and implementation.

CONTRACTOR and COUNTY agree that:

- **Culture** is defined as a set of designs for living passed on from generation to generation through a dynamic pattern of learned behaviors, values and beliefs exhibited by a group of people.
- **Cultural Competence** respects differences, involving continuing self-assessment regarding culture, is attentive to the dynamics of difference, seeks continuous expansion of cultural knowledge and resources, and offers a variety of adaptations to services models to meet the needs of its customers.
- **Cultural Proficiency** is demonstrated when individuals and organizations seek to add to the knowledge base of culturally competent service delivery through research, development of new approaches based on culture, and by becoming advocates for cultural competence and improved relations between cultures.

CONTRACTOR shall at a minimum provide:

- Bilingual and culturally appropriate services for consumers and families served;
- Culturally competent staff and require existing or newly hired staff to complete training on cultural competency within 90 days of hire. CONTRACTOR will also enable staff to attend trainings on cultural competency performed by HHSA Training Department and in coordination with the HHSA Cultural Competency Coordinator;
- An understanding of traditional healing practices within the cultural context of the population served;
- The capability of addressing the diverse clients' levels of acculturation and biculturalism;
- The capability of language and cultural competency;
- To provide community based services within the context of the individual's family, culture, language and community.

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 to the COUNTY not 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
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.