

EIGHTH AMENDMENT TO AGREEMENT

Tulare County Agreement Number 21964 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE, INC.**, hereinafter referred to as "CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered into Agreement No. 21964 on June 8, 2004 for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area.

B. The COUNTY and CONTRACTOR amended Agreement No. 21964 on June 21, 2005 to extend the expiration date to June 30, 2006, update Compliance Criteria in Exhibit "E," and update Assurances in Exhibit "F."

C. The COUNTY and CONTRACTOR amended Agreement No. 21964 on July 11, 2006 in order to extend it another year, update Exhibit "A," entitled NCADD Program Description, update Exhibit "B" entitled Compensation, and Exhibit "D" entitled Revenue Budget.

D. The COUNTY and CONTRACTOR amended Agreement No. 21964 on June 12, 2007 to amend the original agreement to extend the expiration date to June 30, 2008, update Exhibits "A, B, D, E and F and to update language contained in paragraph 10 entitled "Termination."

E. The COUNTY and CONTRACTOR amended Agreement No. 21964 on August 12, 2008 to extend the expiration date to June 30, 2009; update Exhibits "A," "B," "D," and add Exhibits "A-1," "A-2," "A-3," and "A-4."

F. The COUNTY and CONTRACTOR amended Agreement No. 21964 on June 30, 2009 to extend the expiration date to June 30, 2010; update Exhibits "A," "B," "C," "E," "F," "G," "H," and adds Exhibits "I," "J," "K," and "L."

G. The COUNTY and CONTRACTOR amended Agreement No. 21964 on June 29, 2010 to extend the termination date to June 30, 2013, update Exhibits "A" and "B," and delete Exhibit "D."

H. The COUNTY and CONTRACTOR amended Agreement No. 21964 on August 9, 2011 to update Exhibits "A" and "B."

I. The COUNTY and CONTRACTOR agree to amend Agreement No. 21964 to extend the term to September 30, 2013 and update Exhibits "A" and "B."

J. This amendment shall become effective July 1, 2013.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2013, the term of the Agreement is hereby extended to September 30, 2013.

II. Effective July 1, 2013 Exhibit "A," entitled Scope of Work is substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2013 Exhibit "B," entitled Compensation is substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Except as provided above, all other terms and conditions of Agreement No. 21964 shall remain in full force and effect.



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

Date _____

COUNTY OF TULARE
By _____
Chairman, Board of Supervisors

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

By _____
Deputy Clerk

**NATIONAL COUNCIL ON ALCOHOLISM
AND DRUG DEPENDENCE
TULARE COUNTY, INC**

By Linda Redd
Title Vice-President

Date 8/19/13

By James Maxfield
Title Secretary

Date 8-19-2013

Corporations 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 JmJ
Deputy County Counsel (20131323)
()

Date 8/22/13

H:\Paralegal\Contracts\2011 Agreements\NCADD\7th Amendment.doc



Exhibit "A"
Scope of Work

**NATIONAL COUNCIL ON ALCOHOLISM &
DRUG DEPENDENCE TULARE COUNTY, INC.**

**Three Year Contract
Fiscal Year(s) 2013
July 1, 2013 through September 30, 2013**

I. Program Goals

- A. Decrease community norms influencing youth consumption of alcohol
- B. Decrease availability of alcohol to underage youth

II. Program Objectives

- A. Increase community knowledge and awareness of the consequences of underage drinking on community health and safety
- B. Increase community knowledge and awareness of the high availability of alcohol to underage youth
- C. Decrease parental attitudes favoring or promoting alcohol to underage youth
- D. Decrease underage youth access to alcohol from social sources
- E. Decrease availability of alcohol to underage youth

III. Program Risk Factors

- A. Community availability
- B. Community laws and norms
- C. Favorable parental attitudes and involvement in the problem behavior
- D. Family management problems

IV. Target Population

NCADD will target the communities of Alpaugh, Farmersville, Porterville, and Tulare. Additionally, NCADD will provide services in other areas of Tulare County by partnering and working with the schools, law enforcement agencies, churches, families, and other community-based organizations in those communities. Program activities will be available in both English and Spanish.

IOM Category: Universal

V. Strategies

- A. Community Education
 - 1. Presentations in local communities (minimum of 12 to 18)
 - 2. Health fairs (minimum of 10)
- B. Establish "support networks" for parents by implementing and training community members/parents in the Families that Care Programs Guiding Good Choices and Staying Connecting with Your Teen Curriculum
- C. Implement "Guiding Good Choices" at the four targeted communities and additional communities upon request, offering a minimum of eight (8) five-week sessions, or two (2) per community
- D. Establish local community advisory/policy development work groups in two (2) communities; build local support to implement the "Community Action Toolkit"
- E. Provide education sessions and training regarding local underage drinking issues
- F. Provide presentations for other agencies, HHSA staff, and county/city government entities as requested
- G. Implement the "Don't Serve Teens" Campaign in Tulare County
- H. Host two (2) LEAD Server Awareness Trainings per year

V. Strategy/Service Codes:

A. Information Dissemination	<u>225</u>	hours per year
B. Education	<u>225</u>	hours per year
C. Community-based Processes	<u>225</u>	hours per year
D. Environmental Processes	<u>225</u>	hours per year

Total Hours – 900

Cost Per Hour - \$41.00

Contact Information

Administration:

Kelley Nunes, Executive Director
P.O. Box 249
525 E. Bardsley Avenue
Tulare, CA 93275
(P) 688-2994; (FAX) 688-5127
NCADDTUL@aol.com

Prevention Educator(s):

Aide Sanchez
P.O. Box 249
525 E. Bardsley Avenue
Tulare, CA 93275
(P) 688-2994; (FAX) 688-5127
aidesanchez@att.net

Amy Carpenter
P.O. Box 249
525 E. Bardsley Avenue
Tulare, CA 93275
(P) 688-2994; (FAX) 688-5127
amycarpenter@att.net

Exhibit "B"
COMPENSATION

**NATIONAL COUNCIL ON ALCOHOLISM &
DRUG DEPENDENCE TULARE COUNTY, INC.**

**Three Year Contract
Fiscal Year(s) 2013
July 1, 2013 through September 30, 2013**

CONTRACTOR shall enter all relevant information into 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.

The maximum reimbursement for Fiscal Year 2013 commencing July 1, 2013 through September 30, 2013 shall be **FORTY THOUSAND DOLLARS (\$40,000.00)**. CONTRACTOR will be reimbursed based on the strategy hours provided; \$41.00 per hour. 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.

Fiscal Year 2012/2013 Summary

Program	Amount
Primary Prevention	\$ 40,000
Total Contract Amount	\$ 40,000

Total Contract Summary

Fiscal Year	Amount
2012/13	\$40,000
Total	\$40,000

Records on each individual recipient of treatment services shall include diagnostic studies, treatment plans, and records of client interviews, progress notes, and discharge summaries. 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 this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past or current recipients of services of the terminated or non-renewed program(s) shall become the property of COUNTY, although CONTRACTOR shall have access to these records.

When any amount of client fees is collected by CONTRACTOR, the revenue so collected shall be reported to COUNTY in the annual Cost Report and will be applied against the total actual program cost before the use of County, State, or Federal funds.

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.

Not 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 132 N. Valley Oaks Drive, Visalia, CA, 93292, in a format acceptable to COUNTY no later than twenty days after the end of each quarter.

An annual narrative describing accomplishments, challenges, program effectiveness, and any other pertinent program information shall be submitted with the annual Cost Report.