

Logic Model

Fresno Rural Youth Leadership Project

Theory of Change	Goals/Risk Factors	Activities	Deliverables	Participant Outcomes
I. Building relationships with peers and adults, developing skills and self-mastery, engaging in their communities and feeling safe in their environment create resilience in youth.	1. Youth and their adult allies will increase their knowledge of community influences promoting alcohol use and underage drinking.	a. Hire staff to coordinate the activities of Rural Prevention Youth Council (RPYC) (10/24/05) b. Train staff to coordinate each of 3 regions (Firebaugh –West including West Fresno, Parlier –East, including southeast and northeast, Huron-South including southwest. (11/05 – 12/05) c. Establish 3 satellite offices to cover the west, east, and south regions of the county. (12/05 – 01/06)	3 new staff will be hired. A minimum of 45 youth will become Rural Prevention Youth Council (RPYC) members. Of the 45-60 RPYC members 1-2 will be representative of each town and community within the region. A minimum of 45 RPYC members will participate in a local group or council (i.e. FNL, WIB Youth Council etc). A total of, at least, 234 RPYC meetings will be held.	Rural Prevention Youth Council (RPYC) members will have a network of meaningful relationships, a sense of connection to their community, a broad set of skills and competencies, as well as leadership and advocacy experience.
II. Providing youth with opportunities for meaningful participation in the decision-making that affects their lives leading to positive outcomes.	2. Communities will demonstrate more functional norms regarding youth access to alcohol and underage drinking.	d. Recruit and establish 3 Rural Prevention Youth Council's (RPYC's) and train RPYC members. (12/05 – 01/06) e. Conduct leadership and environmental prevention trainings for rural youth in (RPYC members and Community Youth); community action, environmental prevention, policy analysis, media literacy, advocacy, life skills, decision making, resisting peer pressure, action research and other topics as identified by youth. (01/06 – 6/08)	A total of 12 Inter-regional meetings of all RPYC's will be held 3 countywide Youth Council Conferences of all Fresno County Youth Councils will be held. A minimum of 45 youth will be trained as active leaders in environmental prevention and community development.	Youth will experience support and opportunity for growth in 5 key areas leading to positive youth development.
III. Creating opportunities for youth participation in; planning, organizing, decision-making,	3. Young people will become knowledgeable about effective environmental prevention		120 adult allies will be identified and will work in partnership with RPYC members, community youth and Fresno Prevention Network participants.	Community youth will take a leadership role in shaping the norms, values, attitudes and policies of their communities. Communities will be made aware on

<p>policy change and advocacy, youth develop the leadership skills to make meaningful contributions to their communities.</p> <p>IV. When youth are charged with the design and implementation of campaigns targeting underage drinking, campaigns will be more influential on the attitudes, behaviors and social norms around alcohol use.</p> <p>V. Young people and adults who are knowledgeable about the alcohol industry practices, health risks associated with alcohol and underage drinking are a</p>	<p>campaigns.</p> <p>4. Youth will effect positive community change.</p> <p>5. Youth base action on research-based supports and opportunities for positive development.</p> <p>6. Youth will utilize acquired skills to build a youth community constituency.</p> <p>7. The Fresno Prevention Network will be inaugurated</p> <p>8. Youth will be viewed as an asset within each community.</p> <p>9.</p>	<p>f. RPYC members and YLI will identify and outreach Core Constituency members to take part in the Fresno Prevention Network (FPN) including youth, adult allies, key leaders and media. (01/06 -6/08)</p> <p>g. RPYC members and YLI will implement community asset mapping in each of the rural regions supported by the RPYC. (02/06)</p> <p>h. Establish partnerships between the Council of Fresno County Governments (COG) and other communities to establish youth representation on City Government Councils. (1/06-6/08)</p> <p>i. Youth Leadership Institute (YLI) will coordinate, youth-led, community assessments of conditions favorable to youth alcohol access and use. (02/06 – 3/06)</p> <p>j. YLI and each RPYC will analyze data to identify key issues for underage drinking prevention in each region. (03/06 – 04/06)</p>	<p>A minimum of 5 prevention (underage drinking) campaigns will occur in each of the RPYC regions.</p> <p>90 youth will participate as active leaders in at least 3 prevention campaigns.</p> <p>3600 Fresno Prevention Network participants will be engaged in leadership and environmental prevention trainings.</p> <p>10 articles, op/ed stories, editorials, newsletters, radio and/or television broadcasts related to environmental prevention will result from the work of the RPYC's.</p> <p>RPYC members will sit on 9 City Government Councils as youth representatives.</p> <p>3 policy changes by schools, local government and/or law enforcement agencies will be effected.</p> <p>3 Campaign action-plans and revised action plans.</p> <p>3 Community asset maps.</p> <p>3 Completed community assessment surveys.</p> <p>12 community presentations.</p> <p>A minimum of 400 campaign action kits will be delivered to; young people, parents/caretakers, adult allies, community</p>	<p>an ongoing basis, through increased media exposure and community activities, of ATOD use and underage drinking.</p> <p>Communities will be increasingly aware of the community norms promoting ATOD use and underage drinking.</p> <p>Community leaders and RPYC youth will have data-driven support for future change.</p> <p>Local officials will adopt policies to discourage underage drinking.</p>
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powerful tool in; shifting policy, influencing perceptions, attitudes and behaviors toward use.	<p>Youth will establish themselves as leaders within each community and city government..</p> <p>10. Youth will feel safer in their communities. (all youth, or PYC youth?)</p>	<p>k. Each RPYC will develop an environmental campaign action-plans. (04/06)</p> <p>l. RPYC's will implement environmental campaigns within each of the three regions. (04/06 – 04/08)</p> <p>m. Each RPYC will present their activities and goals to governmental, nonprofit, business groups, policy makers and service organizations within each region.(04/06 – 06/08)</p> <p>n. YLI in collaboration with RPYC's will conduct process and outcome evaluations of project effectiveness. (ongoing & 03/08-04/08)</p> <p>o. RPYC's will revise action-plans and will train new RPYC members. (ongoing)</p>	<p>youth, key community leaders and other stakeholders.</p> <p>75% of RPYC members and 100 community youth, participating in Leadership Training will report increased connections to their community, increased number and quality of meaningful relationships, increase in skills, competencies and leadership advocacy experience.</p> <p>75% of RPYC members will report an increase in the knowledge and skills regarding environmental prevention, action research and media advocacy.</p> <p>75% of RPYC members will report an increase in their knowledge of the environment al factors related to underage drinking and ATOD use.</p>	
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Evaluation Plan Summary Table:

Objectives, outcomes, performance indicators, success criteria, data sources, methods of measurement

(NOTE: The table shows short-term, intermediate, and long-term outcomes)

OVERALL PROGRAM OUTCOMES	PERFORMANCE INDICATORS/SUCCESS CRITERIA	DATA SOURCE	METHOD OF MEASUREMENT / DATA COLLECTION
RPYC members will increase their awareness of the community influences promoting youth alcohol use and their commitment to participating in prevention efforts.	By June 2006, 60% of participants will show an increase in knowledge of environmental prevention and their commitment to participating in prevention efforts. During Spring 2007 and Spring 2008, RPYC members will report a mean score of 3 (on a 1-4 Likert scale) on the post test of their knowledge and commitment	Scores on pre/post instrument	YLI's pre/post survey will be administered with the guidance of the Research Director after youth are recruited and during the spring of each program year.
Change in community norms, messages, settings, and policies that provide youth access to and promote youth use of alcohol.	By June 2008, 3 policies total will be adopted or changed (1 from each region)	Minutes for the meeting at which the policy was passed, from the city, regional, or county policy making body which adopted or changed the policy	Meeting minutes from the local policy making body will be collected by the RPYC coordinator
a. Youth council members will receive comprehensive training and skill development in leadership trainings in such topics	At least 1,000 youth will participate in trainings. Each participant will be engaged in	Program records Training evaluation forms.	Sign-in sheets for all training activities will be kept by the RPYC coordinators and collected by the Research Director.

<p>as community action, environmental prevention, policy analysis; and others.</p> <p>Increased number of research-based supports and opportunities provided to youth.</p>	<p>an average of 3-5 training and technical assistance encounters</p> <p>70% of participants will report that they have learned more about the topics addressed on evaluations administered after each training</p>		<p>Training evaluation forms administered after each training</p>
<p>Increased awareness among RPYC members of how young people can bring about community change.</p> <p>Increased awareness among adult allies of how young people can bring about community change.</p>	<p>By June 2006, 60% of RPYC members surveyed will show improved understanding of the role of young people in creating community change.</p> <p>During Spring 2007 and Spring 2008, RPYC members will report a mean score of 3 (on a 1-4 Likert scale) on this dimension of their post test.</p> <p>In focus groups conducted during Spring 2007, adult allies will report that their understanding of how young people can bring about community change has increased.</p>	<p>Scores on pre/post instrument</p> <p>Focus groups</p>	<p>YLI's pre/post survey will be administered with the guidance of the Research Director after youth are recruited and during the spring of each program year.</p> <p>The Research Director will develop focus group protocols. Focus groups will be conducted with the guidance of the Research Director with adult allies during Spring 2007.</p>
<p>RPYC members will experience five key outcomes that research has linked to positive youth development: safe environments; community engagement; leadership/advocacy; skills development; and relationships with adults and peers.</p>	<p>During each administration of the Youth Development Survey (each Spring), at least 60% of Youth Council members will experience the five youth development outcomes at a mean level of 4.5 (on a scale of 1=strongly disagree to 6=strongly agree)</p>	<p>Standards of Practice mean scores on the Youth Development Survey</p>	<p>The Youth Development Survey will be administered each spring under the guidance of the Research Director. Mean composite scores will be computed for each Standard of Practice and shared with RPYC coordinators to inform course correction.</p>

OUTCOMES	PERFORMANCE INDICATORS/CRITERIA FOR SUCCESS	DATA SOURCE	DATA COLLECTION METHOD
SHORT-TERM OUTCOMES / OBJECTIVES			
<p>Increased Youth Council member skills in the areas of leadership, advocacy and community organizing</p> <p>Increased commitment and interest in AOD prevention activities</p> <p>Increased knowledge of environmental prevention and community alcohol issues</p> <p>Increased ability to understand media outlets and develop media strategies</p>	<p>By June 2006, 60% RPYC members will show an improvement in skills and knowledge of leadership, advocacy and community organizing; increased commitment and interest in AOD prevention activities; and increased knowledge of environmental prevention and community alcohol issues; increased ability to understand media outlets and develop media strategies</p> <p>During Spring 2007 and Spring 2008, RPYC members will report a mean score of 3 (on a 1-4 Likert scale) on these dimensions of their post test.</p>	YLI's pre/post instrument	YLI's pre/post survey will be administered with the guidance of the Research Director after youth are recruited and during the spring of each program year.
Increased number of partner groups working with the RPYC Youth Council (intermediate)	By June 2006, 30 individuals and/or community groups will be identified as active prevention partners	Number of partner groups working with Youth Council as documented on sign in sheets for meetings and trainings	Sign-in sheets for meetings, trainings will be administered by the RPYC coordinators and collected and compiled by the Research Director.
Completion of a community assessment process related to alcohol issues	By Sept 2006, 3 complete community assessments will be completed by RPYCs	Program documents – completed community assessments	RPYC coordinators will complete YLI check-list for components of a comprehensive community assessment

			process
Identification of opportunities and arenas (public spaces, local merchants, decision makers, schools, etc.) where young people can partner with other youth and adult allies to advocate for change through education, policy advocacy, media advocacy or other strategies	By Sept 2006, RPYC members will identify 30 opportunities for advocacy	Summary of issues and advocacy opportunities developed	RPYC coordinators will collect this list of 30 opportunities and give to the Research Director.
Completed analysis of data gathered from survey	By Dec 2006, 3 analyses of community assessment findings will be completed	The Evaluation Director will assist and document that analyses are complete.	Evaluation Director will ensure that completed analyses are documented on the YLI checklist for components of a comprehensive data analysis report
Develop campaign action plan	By Dec 2006, 3 actions plans will be developed	YLI program records	RPYC coordinators will document that completed action plans are documented on the YLI checklist for components of a comprehensive action plan

GOALS	PERFORMANCE INDICATORS/CRITERIA FOR SUCCESS	DATA SOURCE	DATA COLLECTION METHOD
INTERMEDIATE OBJECTIVES/ OUTCOMES			
Increased number of partner groups working with the RPYC Youth Council	By June 2007, at least 75 individuals and/or community groups will be identified as active prevention partners	Number of partner groups working with Youth Council as documented on sign in sheets for meetings and trainings	Sign-in sheets for meetings, trainings will be administered by the RPYC coordinators and collected and compiled by the Evaluation Director.
Youth will utilize acquired skills to build a youth/community constituency through presentation/education about these issues at schools, city council meetings, community coalition meetings, health fairs and other public gatherings.	By June 2007, 15 presentations will be delivered.	YLI program records	RPYC coordinators will document presentations given in program activity logs
Increased skills and knowledge about environmental prevention, assessment, and advocacy for youth from partner groups	By June 2007, partner groups will report increased understanding of environmental prevention, assessment, and advocacy	Retrospective post test surveys administered to representatives from partner groups (asking how much they have learned since their involvement as a partner group)	Retrospective post surveys will be administered by RPYC coordinators and compiled and analyzed by the Evaluation Director.
Youth (council members as well as youth from partner groups) will experience five key outcomes that research has linked to positive youth development: safe environments; community engagement; leadership/advocacy; skills development; and relationships with adults and peers.	During each administration of the Youth Development Survey (each Spring), at least 60% of RPYC members will experience the five youth development outcomes at a mean level of 4.0 (on a scale of 1=strongly disagree to 6=strongly agree) Youth partners will also	Standards of Practice mean scores on the Youth Development Survey	The Youth Development Survey will be administered each spring under the guidance of the Research Director. Mean composite scores will be computed for each Standard of Practice and shared with RPYC coordinators and youth partner groups to inform course correction.

	complete the Youth Development Survey each spring and use the scores for each youth development standard of practice to inform program improvement		
Development of press releases and op/ed pieces about youth and alcohol issues	By Feb 2007, 15 press releases, op-ed pieces and articles will be developed	Media tracking log (e.g., copies of articles, documentation of date, time and station for radio and television coverage, etc.)	RPYC program coordinators will complete media tracking log
Presentation of data-driven recommendations to community decision-makers and leaders	By June 2007, at least 10 presentations will be made across regions.	Program records will document the number of presentations to stakeholders	RPYC coordinators will document presentations on program records, such as activity logs and sign-in sheets
Distribution of campaign education kits/information to partner groups, other young people, parents/caretakers and community stakeholders	By September 2007, 200 kits will be delivered	Program records will document the number of kits distributed	RPYC coordinators will document kits distributed on program records, such as activity logs and sign-in sheets
Implementation of campaign action plan	By June 2007, at least half of action plan steps will be completed.	YLI's Milestone Tool will be used to document the number of action plan steps completed	Program coordinator will complete Milestone tool with the assistance of the Evaluation Director.

GOALS	PERFORMANCE INDICATORS/CRITERIA FOR SUCCESS	DATA SOURCE	DATA COLLECTION METHOD
LONG-TERM OBJECTIVES / OUTCOMES			
Increased number of partner groups working with the RPYC Youth Council (intermediate)	By June 2008, 120 individuals and community groups will be identified as active prevention partners	Number of partner groups working with Youth Council as documented on sign in sheets for meetings and trainings	Sign-in sheets for meetings, trainings will be administered by the RPYC coordinators and collected and compiled by the Evaluation Director.
Increased media exposure in local media such as newspapers, school papers, newsletters and local youth radio about alcohol prevention and reduction efforts	By June 2008, there will be 15 media hits across the 3 regions.	Media tracking log will document the number of media hits	RPYC coordinators will complete media tracking logs.
Presentation to schools, community stakeholders, and community members about community assessment survey and the campaign developed to address the findings	By June 2008, 30 presentations will be delivered across the regions	Program records will document the number of presentations	Program coordinators will document number of presentations; the compiled results will be presented quarterly by the Evaluation Director.
Enact policy changes: local officials adopt new policies recommended by youth council members and their partner groups to address the findings of their assessment survey	By June 2008, At least 1 policy change will be effected in each region	Minutes for the meeting at which the policy was passed, from the city, regional, or county policy making body which adopted or changed the policy	Meeting minutes from the local policy making body will be collected by the RPYC coordinator
Decline in alcohol use by underage youth in Fresno County	By June 2008, the percentage of Fresno County who report using alcohol will decline	California Healthy Kids Survey data	CHKS data will be tracked and compiled by the Evaluation Director
Increase in the age of first use of alcohol by youth in Fresno County	By June 2008, the age of first use of alcohol by youth in Fresno County will increase	California Healthy Kids Survey data	CHKS data will be tracked and compiled by the Evaluation Director

	A	B	C	D	E	F
1	<div>FRESNO COUNTY</div> <div>FY 2005-2006 BUDGET</div> <div><div><div>Fiscal Year:</div><div>October 11, 2005 - June 30, 2006</div></div><div><div>Provider Name:</div><div>Youth Leadership Institute</div></div><div><div>Program:</div><div>Rural Youth Leadership Project-AOD Pre</div><div>Approved by: Revised per contract negotiations</div></div><div><div>Date:</div><div>September 1, 2005</div><div>Date:</div></div></div>					
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9	Budget Categories-Line Item Description				Current Agency	Proposed Program
10	(Must Be Itemized)				Budget	Budget
11	PROGRAM SUPPLIES					
12	0551 Program Supplies-Food				\$12,233	
13	0552 Program Supplies-Educational				\$24,375	\$7,500
14	0553 Program Supplies-Other				\$25,250	\$750
15	PROGRAM SUPPLIES TOTAL				\$61,858	\$8,250
16	CONSULTANCY					
17	0601 Consultant Services				\$57,000	\$4,000
18	0602 Contracted Services					
19	CONSULTANCY TOTAL				\$57,000	\$4,000
20	FISCAL AND AUDITS					
21	0651 Accounting/Bookkeeping				\$18,170	\$900
22	0652 External Audit				\$8,250	\$1,000
23	FISCAL AND AUDITS TOTAL				\$26,420	\$1,900
24	OTHER COSTS					
25	0701 Indirect Costs				\$85,208	\$3,922
26	0749 Other Costs-Specify				\$302,025	\$38,242
27	OTHER COSTS TOTAL				\$387,233	\$42,164
28	TOTAL PROGRAM EXPENDITURES				\$2,300,000	\$281,742
29	REVENUE/MATCH					
30	3120 Fund Raising				\$50,000	\$20,242
31	3130 State Grant					
32	3140 Private Donations					
33	3150					
34	REVENUE/MATCH TOTAL				\$50,000	\$20,242
35						
36	NET PROGRAM BUDGET				\$2,250,000	\$261,500

1. **INDEMNIFICATION**

The CONTRACTOR agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

2. **INDEPENDENT CONTRACTOR**

The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. **CONTROL REQUIREMENTS**

This Agreement is subject to all applicable Federal and State laws and regulations. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

4. **NON - DISCRIMINATION PROVISION**

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit A. No person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42 Code of Federal Regulations, sections 2.1 *et seq.*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

6. REVENUE COLLECTION POLICY

CONTRACTOR shall conform to all policies and procedures regarding revenue collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

7. EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS

CONTRACTOR agrees that all funds paid out by the State shall be used exclusively for providing alcohol and/or drug program services, administrative costs, and allowable overhead.

8. ACCESS TO SERVICES

CONTRACTOR shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible persons.

9. REPORTS

CONTRACTOR agrees to participate in surveys related to the performance of this Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon format.

10. AUDITS

1. All State and Federal funds furnished the CONTRACTOR pursuant to this Agreement along with required COUNTY match, related patient and participant fees, third-party payments, or other related revenues and funds commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and drug program revenue and expenditures contained in this Agreement for the purpose of establishing the basis for the subsequent year's negotiation. This contract, and any subcontracts, shall be subject to the examination and audit by the California Bureau of State Audits for a period of three years from the date that final payment is made pursuant to the contract (Government Code, Section 10532). This does not preclude access to records by State, the Comptroller General of the United States, or any of their authorized representatives.

11. RECORDS MAINTENANCE

- A. CONTRACTOR shall maintain books, records, documents, and other evidence necessary to monitor and audit this Agreement.
- B. CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____ day of _____, 2005,
3 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
4 hereinafter referred to as "COUNTY" and **YOUTH LEADERSHIP INSTITUTE**, a California Non-
5 Profit Corporation, whose address is 246 First Street, Suite 400, San Francisco, California 94105,
6 hereinafter referred to as "CONTRACTOR".

7 **WITNESSETH:**

8 WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) has determined
9 there is a need for Fresno County residents to receive alcohol and drug abuse prevention services; and

10 WHEREAS, COUNTY is authorized to contract with privately operated agencies for the
11 provision of alcohol and drug abuse prevention services, pursuant to parts of the Title IX California
12 Code Regulations and California Welfare and Institutions Code; and

13 WHEREAS, CONTRACTOR is willing and able to provide services required by COUNTY,
14 pursuant to the terms and conditions of this Agreement.

15 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
16 hereto agree as follows:

17 **1. SERVICES**

18 A. CONTRACTOR shall perform all services and fulfill all responsibilities for the
19 provision of substance abuse prevention services in a manner consistent with the Program Logic
20 Model, set forth in Exhibit A-1 and the Evaluation Plan, set forth in Exhibit A-2, attached hereto and
21 incorporated herein by reference and made part of this Agreement.

22 B. CONTRACTOR's administrative level agency representative, who is duly
23 authorized to act on behalf of CONTRACTOR shall attend, as determined necessary by COUNTY's
24 Department of Behavioral Health Director, or designee regularly scheduled (monthly) Alcohol and
25 Drug Advisory Board meetings.

26 **2. TERM**

27 This Agreement shall become effective on the 11th day of October 2005 and shall
28 terminate on the 30th day of June 2006.

1 The Agreement shall automatically be extended for two (2) additional twelve (12)
2 months periods upon the same terms and conditions herein set forth, unless written notice of non-
3 renewal is given by CONTRACTOR or COUNTY's Department of Behavioral Health, or designee
4 not later than sixty (60) days prior to the close of the current Agreement term.

5 **3. TERMINATION**

6 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
7 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
8 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
9 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

10 B. Breach of Contract - COUNTY may immediately suspend or terminate this
11 Agreement in whole or in part, where in the determination of COUNTY there is:

- 12 1) An illegal or improper use of funds;
13 2) A failure to comply with any term of this Agreement;
14 3) A substantially incorrect or incomplete report submitted to COUNTY;
15 4) Improperly performed service.

16 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
17 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
18 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
19 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
20 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
21 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
22 promptly refund any such funds upon demand, or at COUNTY's option, such repayment shall be
23 deducted from future payments owing to CONTRACTOR under this Agreement.

24 C. Without Cause - Under circumstances other than those set forth above, this
25 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's Department of
26 Behavioral Health Director or designee upon the giving of thirty (30) days advance written notice of
27 an intention to terminate.

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1 **4. FUNDING**

2 A. Compensation - COUNTY agrees to pay CONTRACTOR and CONTRACTOR
3 agrees to accept compensation in the arrears, based on CONTRACTOR's correctly completed
4 monthly invoices submitted for actual services provided during the proceeding month, within forty-
5 five (45) days after receipt and verification of CONTRACTOR's invoices and monthly financial
6 expenditure reports by COUNTY's Department of Behavioral Health. In addition, quarterly activity
7 reports and quarterly Prevention Activities Data System (PADS) reports provided to CONTRACTOR
8 by the State Department of Alcohol and Drug Program (ADP) in accordance with COUNTY's
9 Negotiated Net Amount/Drug Medi-Cal (NNA/DMC) agreement with ADP must be submitted for
10 review and verification each quarter during the term of this Agreement. Payments by COUNTY shall
11 be made, in arrears, upon receipt and verification of actual expenditures incurred by CONTRACTOR
12 in the performance of this Agreement and shall be documented to COUNTY on a monthly basis. No
13 reimbursement for services shall be made until the invoices and all reports, as appropriate are received
14 and reviewed by COUNTY.

15 CONTRACTOR shall be compensated only for actual expenditures incurred in
16 accordance to the budget, identified in Exhibit B, attached hereto and by this reference incorporated
17 herein. Determination of costs shall be in accordance with generally recognized governmental
18 accounting principles and other State of California or Federal funding regulations. In the event of any
19 inconsistency, the inconsistency shall be resolved by giving precedence in the following order of
20 priority: 1) Federal funding regulations; 2) State of California funding regulations; and 3) generally
21 recognized governmental accounting principles.

22 The parties hereto have agreed that the compensation budgeted herein, and to be
23 paid by COUNTY pursuant to this Agreement, is based upon the actual amount of services
24 represented by CONTRACTOR to be provided under this Agreement. CONTRACTOR shall follow
25 COUNTY established standards for monitoring to account for variations in the provision of services
26 represented to be provided herein.

27 For services rendered herein, CONTRACTOR shall assure that an on-going
28 quality assurance component is in place and is occurring. CONTRACTOR shall assure that program

1 service records are of such detail and length that a review of records will verify that appropriate
2 services were provided. If the record is unclear, incomplete, and/or indicates that appropriate services
3 were not provided, COUNTY reserves the right to withhold payment for the applicable unit(s) of
4 service.

5 It is understood that all expenses incidental to CONTRACTOR's performance of
6 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to
7 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
8 compensation. CONTRACTOR's and COUNTY's obligations under this section shall survive the
9 termination of this Agreement with respect to services provided during the term of this Agreement
10 without regard to the cause of termination of this Agreement.

11 Notwithstanding the foregoing, in no event shall the total amount paid by
12 COUNTY to CONTRACTOR under this Agreement for actual services rendered for the period
13 October 11, 2005 through June 30, 2006 be in excess of Two Hundred Sixty One Thousand Five
14 Hundred and No/100 Dollars (\$261,500.00). In no event shall services performed under this
15 Agreement exceed Three Hundred Forty Seven Thousand Three Hundred Fourteen and No/100
16 Dollars (\$347,314) for each additional twelve (12) month period during the term of this Agreement.

17 B. Public Information - CONTRACTOR shall disclose its funding source in all
18 public information, however, this requirement of disclosure of funding source shall not be required in
19 spot radio or television advertising.

20 C. Lobbying Activity - CONTRACTOR shall not directly or indirectly use any of
21 the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to
22 support or defeat legislation pending before the Congress of the United States or the Legislature of the
23 State of California.

24 D. Political Activity - CONTRACTOR shall not directly or indirectly use any of
25 the funds under this Agreement for any political activity or to further the election or defeat of any
26 candidate for public office.

27 E. Supplemental Sources - Any direct or indirect service provided by
28 CONTRACTOR as part of its overall alcohol and drug abuse prevention program may be partially

supported by revenues or in-kind contributions generated by CONTRACTOR. Said direct and indirect services provided under this Agreement may be partially supported by private or agency contributions.

Notwithstanding the above, any revenues generated in excess of the amounts budgeted in this Agreement, may be utilized to expand/enhance the services during the term of this Agreement. Additional revenues will be considered separate and distinct from COUNTY's payment to CONTRACTOR. The manner and means of service expansion/enhancement shall be subject to the prior written approval of COUNTY's Department of Behavioral Health Director, or designee. CONTRACTOR shall disclose all sources of revenue to COUNTY. Under no circumstances shall COUNTY funded staff time be used for fund-raising purposes.

5. INVOICING

CONTRACTOR shall invoice COUNTY in arrears by the twentieth (20th) of each month via electronic mail (email) for actual services rendered in the previous month, to:

sas@co.fresno.ca.us.

Invoices shall be accompanied by a monthly financial expenditure report. CONTRACTOR shall also submit quarterly activity reports and quarterly PADS reports during the term of this Agreement that shall document actual services rendered and invoiced expenditures supporting such services. All invoices and reports shall be in a form and in such detail as acceptable to COUNTY's Financial Services Officer. No reimbursement for services shall be made until the invoices and reports, as appropriate, are received and reviewed by COUNTY's Department of Behavioral Health.

If an invoice is incorrect or is otherwise not in proper form or substance, COUNTY shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after said ninety (90) day period the invoice(s) is still not corrected to COUNTY's satisfaction, COUNTY may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

1 ///

2 **6. INDEPENDENT CONTRACTOR**

3 In performance of the work, duties, and obligations assumed by CONTRACTOR under
4 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
5 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
6 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
7 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no
8 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
9 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
10 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
11 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
12 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
13 directly or indirectly the subject of this Agreement.

14 Because of its status as an independent contractor, CONTRACTOR shall have
15 absolutely no right to employment rights and benefits available to COUNTY employees.
16 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
17 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
18 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
19 including compliance with Social Security, withholding, and all other regulations governing such
20 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
21 providing services to others unrelated to COUNTY or to this Agreement.

22 **7. CONFLICT OF INTEREST**

23 No officer, agent, or employee of COUNTY who exercises any function or
24 responsibility for planning and carrying out the services provided under this Agreement shall have any
25 direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all
26 Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be
27 applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of
28 COUNTY.

1 ///

2 **8. MODIFICATION**

3 Any matters of this Agreement may be modified from time to time by the written
4 consent of all the parties without, in any way, affecting the remainder.

5 However, changes to line items in the budget, attached hereto, and minor changes as
6 determined by COUNTY's Department of Behavioral Health Director or designee may be made with
7 the written approval of COUNTY's Department of Behavioral Health Director, or designee and
8 CONTRACTOR. Minor changes include, but are not limited to changes that will not significantly
9 alter the services identified in Paragraph One (1), Exhibit A-1, Exhibit A-2, and changes in addresses
10 to which notices or invoices are to be sent. Any changes to the services or budget line items shall not
11 result in an increase to the maximum compensation.

12 **9. NON-ASSIGNMENT**

13 Neither party shall assign or transfer this Agreement nor their rights or duties under this
14 Agreement without the prior written consent of the other party.

15 **10. HOLD-HARMLESS**

16 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
17 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
18 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
19 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
20 agents or employees under this Agreement, and from any and all costs and expenses, including
21 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
22 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
23 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
24 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit
25 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

26 **11. INSURANCE**

27 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
28 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the

1 following insurance policies throughout the term of this Agreement:

2 A. Commercial General Liability

3 Commercial General Liability Insurance with limits of not less than One Million
4 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
5 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
6 COUNTY may require specific coverage including completed operations,
7 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of this Agreement.

8 B. Automobile Liability

9 Comprehensive Automobile Liability Insurance with limits for bodily injury of
10 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
11 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
12 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
13 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
should include owned and non-owned vehicles used in connection with this
Agreement.

14 C. Professional Liability

15 If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N.,
16 L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance with
17 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
Million Dollars (\$3,000,000) annual aggregate.

18 D. Worker's Compensation

19 A policy of Worker's Compensation Insurance as may be required by the
20 California Labor Code.

21 CONTRACTOR shall obtain endorsements to the Commercial General Liability
22 insurance naming the County of Fresno, its officers, agents, and employees, individually and
23 collectively, as additional insured, but only insofar as the operations under this Agreement are
24 concerned. Such coverage for additional insured shall apply as primary insurance and any other
25 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
26 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
27 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
28 written notice given to COUNTY.

1 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
2 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
3 foregoing policies, as required herein, to the County of Fresno, 515 South Cedar, Fresno California,
4 93702, Attention: Principal Staff Analyst, stating that such insurance coverages have been obtained
5 and are in full force; that the County of Fresno, its officers, agents and employees will not be
6 responsible for any premiums on the policies; that such Commercial General Liability insurance
7 names the County of Fresno, its officers, agents and employees, individually and collectively, as
8 additional insured, but only insofar as the operations under this Agreement are concerned; that such
9 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
10 insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
11 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance
12 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given
13 to COUNTY.

14 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
15 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this
16 Agreement upon the occurrence of such event.

17 All policies shall be with admitted insurers licensed to do business in the State of
18 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
19 of B+ FSC VIII or better.

20 **12. RECORDS**

21 A. Record Establishment and Maintenance - CONTRACTOR shall establish and
22 maintain records in accordance with those requirements prescribed by COUNTY with respect to all
23 matters covered by this Agreement. Records of unemancipated minors shall be retained at least one
24 (1) year after such minor has reached the age of eighteen (18) years and in any case not less than the
25 retention requirement for other records. Except as otherwise authorized by COUNTY,
26 CONTRACTOR shall retain all other records for a period of five (5) years after receiving the final
27 payment under this Agreement or the earlier termination of this Agreement, or until State of California
28 and/or Federal audit findings applicable to such services are resolved, whichever is later.

1 B. Documentation - CONTRACTOR shall maintain adequate records of services
2 provided by CONTRACTOR's staff in sufficient detail to make possible an evaluation of services.
3 All records shall contain all the data necessary in reporting to the State of California. All records shall
4 be maintained pursuant to applicable State of California and Federal requirements concerning
5 confidentiality.

6 C. Reports - CONTRACTOR shall submit to COUNTY monthly fiscal reports
7 within twenty (20) days of the end of each month. CONTRACTOR shall also submit a quarterly
8 PADS report and a quarterly activity report within fifteen (15) days of the end of each quarter.
9 CONTRACTOR shall submit an annual outcome evaluation report on or before the fifteenth (15th) of
10 June during the term of this Agreement. CONTRACTOR shall submit a complete and accurate year-
11 end cost report for the fiscal year (July through June) affected by this Agreement, no later than forty-
12 five (45) days following the end of the fiscal year affected by this Agreement. If the cost report
13 indicates an amount due to COUNTY, CONTRACTOR shall submit payment with the report. If an
14 amount is due to CONTRACTOR, COUNTY shall reimburse CONTRACTOR within forty-five (45)
15 days of receiving and accepting the year-end cost report. CONTRACTOR shall also furnish to
16 COUNTY such statements, records, reports, data, and information as COUNTY may request
17 pertaining to matters covered by this Agreement.

18 CONTRACTOR shall submit applicable reports via electronic mail (e-mail) to
19 sas@co.fresno.ca.us

20 D. Suspension of Compensation - In the event that CONTRACTOR fails to
21 provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to
22 withhold payments until there is compliance.

23 E. Client Confidentiality - CONTRACTOR shall conform to and COUNTY shall
24 monitor compliance with all State of California and Federal statutes and regulations regarding
25 confidentiality, including but not limited to confidentiality of information requirements at 42 Code of
26 Federal Regulations § 2.1 *et seq.*, California Welfare and Institutions Code §§ 5328, 10850 and
27 14100.2, Health and Safety Code §§ 11977 and 11812 Civil Code, Division 1, Part 2.6, 22 California
28 Code of Regulations § 51009.

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2 **13. SUBCONTRACTS**

3 CONTRACTOR shall be required to assume full responsibility for all services and
4 activities covered by this Agreement, whether or not CONTRACTOR is providing services directly.
5 Further, COUNTY shall consider CONTRACTOR to be the sole point of contact with regard to
6 contractual matters, including payment of any and all charges resulting from this Agreement.

7 If CONTRACTOR should propose to subcontract with one or more third parties to carry
8 out a portion of services covered by this Agreement, any such subcontract shall be in writing and
9 approved as to form and content by COUNTY's Department of Behavioral Health Director, or
10 designee prior to execution and implementation. COUNTY's Department of Behavioral Health
11 Director, or designee, shall have the right to reject any such proposed subcontract. Any such
12 subcontract together with all activities by or caused by CONTRACTOR shall not require
13 compensation greater than the total budget contained herein. An executed copy of any such
14 subcontract shall be received by COUNTY before any implementation and shall be retained by
15 COUNTY. CONTRACTOR shall be responsible to COUNTY for the proper performance of any
16 subcontract. Any subcontractor shall be subject to the same terms and conditions that
17 CONTRACTOR is subject to under this Agreement.

18 **14. LICENSES**

19 CONTRACTOR shall throughout the term of this Agreement, maintain all necessary
20 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the
21 services hereunder and required by the laws and regulations of the United States, State of California,
22 COUNTY and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY
23 immediately in writing of its inability to obtain or maintain all necessary licenses, permits, approvals,
24 certificates, waivers and exemptions, irrespective of the pendency of any appeal related thereto.
25 Additionally, CONTRACTOR shall comply with all other applicable laws, rules or regulations, as any
26 may now exist or be hereafter changed.

27 **15. CONFIDENTIALITY**

28 All services performed by CONTRACTOR under this Agreement shall be in strict

1 conformance with all applicable Federal, State of California and/or local laws and regulations relating
2 to confidentiality, including but not limited to, California Civil Code section 56 *et seq.*, California
3 Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections
4 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal
5 Regulations, sections 2.1 *et seq.* CONTRACTOR shall submit to COUNTY's monitoring of said
6 compliance with all State of California and Federal statutes and regulations regarding confidentiality.
7 CONTRACTOR shall ensure that no list of persons receiving services under this contract is published,
8 disclosed, or used for any other purpose except for the direct administration of the program or other
9 uses authorized by law that are not in conflict with requirements for confidentiality

10 **16. DISCRIMINATION**

11 A. Eligibility for Services - CONTRACTOR shall prepare, prominently post in its
12 facility, and make available to COUNTY's Department of Behavioral Health Director, or designee and
13 to the public all eligibility requirements to participate in the program funded under this Agreement.
14 CONTRACTOR shall not unlawfully discriminate in the provision of services because of race, color,
15 creed, national origin, gender, age, or physical or mental disability as provided by State of California
16 and Federal law in accordance with Title IV of the Civil Rights Act of 1964 (42 USC section
17 2000(d)); Age Discrimination Act of 1975 (42 USC section 1681); Rehabilitation Act of 1973 (29
18 USC section 794); Education Amendments of 1972 (20 USC section 1681); Americans with
19 Disabilities Act of 1990 (42 USC section 12132); Title 45, Code of Federal Regulations, Part 84;
20 provisions of the Fair Employment and Housing Act (California Government Code section 12900);
21 and regulations promulgated thereunder (Title 2, CCR, section 7285.0); Title 2, Division 3, Article 9.5
22 of the California Government Code commencing with section 11135; and Title 9, Division 4, Chapter
23 6 of the California Code of Regulations commencing with section 10800.

24 B. Equal Opportunity - CONTRACTOR shall comply with California Government
25 Code, section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters
26 related to the development, implementation, and maintenance of a nondiscrimination program.
27 CONTRACTOR shall not discriminate against any employee or applicant for employment because of
28 race, religion, color, national origin, physical or mental disability, marital status, gender, or age. Such

practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment. CONTRACTOR agrees to post in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act (42 USC section 2000(e)) in conformance with Federal Executive Order No. 11246. CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC section 794).

C. Suspension of Compensation - If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show by clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism - Except by consent of COUNTY's Department of Behavioral Health Director, or designee no person shall be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the Board of Directors or an officer of CONTRACTOR.

E. New Facilities and Disability Access - New facilities shall be wheelchair accessible and provide access to the disabled, consistent with Title 9, California Code of Regulations, section 10820. If a new facility will be utilized, a plan ensuring accessibility to the disabled must be developed. COUNTY shall assess, monitor, and document CONTRACTOR's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability and that CONTRACTOR has provided a facility accessible to the physically disabled.

17. EVALUATION

COUNTY's Department of Behavioral Health Director, or designee, shall monitor and evaluate the performance of CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement. CONTRACTOR shall participate in the evaluation of the program at least annually or more frequently at the discretion of COUNTY.

18. COMPLIANCE WITH LAWS/POLICIES

1 A. CONTRACTOR shall comply with all applicable rules and regulations set forth
2 in Titles 9 and 22 of the California Code of Regulations, and California Health and Safety Code
3 section 11750 *et seq.*. CONTRACTOR shall comply with any other Federal and State of California
4 laws or guidelines applicable to CONTRACTOR's performance under this Agreement or any local
5 ordinances, regulations, or policies applicable. Such provisions include, but are not restricted to:

6 B CONTRACTOR agrees to limit administrative cost to a maximum of fifteen
7 percent (15%) of the total program budget and to limit employee benefits to a maximum of twenty
8 percent (20%) of total salaries for those employees working under this Agreement during each term of
9 this Agreement. Failure to conform to this provision will be grounds for contract termination at the
10 option of COUNTY.

11 C. CONTRACTOR shall submit accurate, complete and timely claims and cost
12 reports, reporting only allowable costs.

13 D. CONTRACTOR shall comply with statistical reporting and program evaluation
14 systems as provided in State of California regulations and in this Agreement.

15 **19. COMPLIANCE WITH STATE REQUIREMENTS**

16 CONTRACTOR recognizes that COUNTY operates its alcohol and drug program under
17 an agreement, identified as "Negotiated Net Amount (NNA) and Combined NNA/Drug Medi-Cal
18 County/State Contract" effective 7/1/04-6/30/08, with the State of California Department of Alcohol
19 and Drug Program and that under said agreement the State of California imposes certain requirements
20 on COUNTY and its subcontractors. Said requirements shall include but are not limited to General
21 Terms and Conditions - Pages 1-21 of said state agreement. Additionally, CONTRACTOR shall
22 adhere to all State of California requirements, including those identified as Exhibit C, attached hereto
23 and by this reference incorporated herein.

24 **20. COMPLIANCE WITH FEDERAL REQUIREMENTS**

25 CONTRACTOR recognizes that COUNTY operates its alcohol and drug program with
26 use of Federal funds, and that the use of these funds imposes certain requirements on COUNTY and
27 its subcontractors. CONTRACTOR shall adhere to all Federal requirements, including those
28 identified as Exhibit D, attached hereto and by this reference incorporated herein.

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2 **21. PROPERTY OF COUNTY**

3 CONTRACTOR shall submit purchase invoices, for the purchase of any fixed assets,
4 with their monthly invoices. All purchases over Five Thousand and No/100 Dollars (\$5,000.00) and
5 certain purchases under Five Thousand and No/100 Dollars (\$5,000.00) such as fans, calculators,
6 cameras, VCRs, DVDs and other sensitive items as determined by COUNTY's Department of
7 Behavioral Health Director, or designee, made during the life of this Agreement shall be identified as
8 fixed assets with an assigned COUNTY Accounting Inventory Number. These fixed assets shall be
9 retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon
10 expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all
11 COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY's
12 possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for
13 returning to COUNTY all COUNTY owned fixed assets, or the monetary value of said fixed assets if
14 unable to produce the fixed assets at the expiration or termination of this Agreement.

15 **22. DRUG-FREE WORKPLACE**

16 CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act
17 of 1990 (California Government Code section 8350 *et seq.*).

18 **23. CONTROL REQUIREMENTS**

19 Performance under this Agreement is subject to all applicable Federal and State of
20 California laws, regulations and standards. In accepting the State of California drug and alcohol
21 combined program allocation pursuant to California Health and Safety Code section 11757,
22 CONTRACTOR shall establish written accounting procedures consistent with applicable Federal and
23 State of California laws, regulations and standards, and shall be held accountable for audit exceptions
24 taken by the State of California or COUNTY for failure to comply with these requirements. These
25 requirements include, but may not be limited to, those set forth in Exhibit C and Exhibit D to this
26 Agreement, and:

27 A. Division 10.5 of the California Health and Safety Code;

28 B. California Government Code sections 16366.1 through 16367.9 and 53130

1 through 53138;

2 C. Title 9, Division 4 of the California Code of Regulations;

3 D. 42 United States Code (U.S.C.) section 300x-5;

4 E. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act
5 Amendments of 1996);

6 F. Office of Management and Budget (OMB) Circular A-133 (Audits of States,
7 Local Governments and Non-Profit Organizations);

8 G. Title 45, Part 96, Subparts B, C and L of the Code of Federal Regulations (Block
9 Grants).

10 As indicated in Exhibit D, CONTRACTOR shall submit, if applicable, a copy of its
11 single audit report and management letter, performed in accordance to the Single Audit Act of 1984
12 (31 USC section 7502) and subject to the terms of OMB A-133 to the County of Fresno. A single
13 audit report is not applicable if all CONTRACTOR's Federal contracts do not exceed Five Hundred
14 Thousand and No/100 Dollars (\$500,000.00) or CONTRACTOR's only funding is through Drug
15 related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a
16 program audit report with management letter will be required to be submitted. Such audit report shall
17 be delivered to COUNTY's Human Services Accounting Office for review no later than nine (9)
18 months after the close of the subrecipient's fiscal year in which the funds supplied through this
19 Agreement are expended. Failure to comply with this Act may result in COUNTY performing the
20 necessary audit tasks or contracting with a qualified accountant to perform this audit. All audit costs
21 related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective
22 action to eliminate any material non-compliance or weakness found as a result of such audit. Audit
23 work performed by COUNTY under this paragraph shall be billed to CONTRACTOR at COUNTY
24 cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector. To maintain the
25 integrity of the audits, CONTRACTOR is required to change its auditor (Certified Public Accountant)
26 at least every three (3) years.

27 **24. LIMITED ENGLISH PROFICIENCY**

28 CONTRACTOR shall provide interpreting and translation services to persons
participating in CONTRACTOR's services who have limited or no English language proficiency,

including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those documents that contain information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

25. AUDITS AND INSPECTIONS

CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General for a period of three (3) years after final payment under contract (California Government Code section 8546.7).

26. NOTICES

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY

Director, Fresno County
Department of Behavioral Health
4441 E. Kings Canyon Road
Fresno, CA 93702

CONTRACTOR

President/CEO
Youth Leadership Institute
246 First Street, Suite 400
San Francisco, CA 94105

Any and all notices between COUNTY and CONTRACTOR provided for or permitted

1 under this Agreement, or by law, shall be in writing and shall be deemed duly served when personally
2 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
3 Mail, postage prepaid, addressed to such party. Within fourteen (14) days of any change in
4 administrative and/or management staff positions including, but not limited to changes to, the Board
5 of Directors, Executive Director, Clinical Director, Program Manager and/or Program Coordinators,
6 CONTRACTOR shall notify COUNTY in writing of that change.

7 **27. GOVERNING LAW**

8 The parties agree, that for the purposes of venue, performance under this Agreement is
9 to be in Fresno County, California

10 The rights and obligations of the parties and all interpretation and performance of this
11 Agreement shall be governed in all respects by the laws of the State of California.

12 **28. ENTIRE AGREEMENT**

13 This Agreement, including all Exhibits, constitutes the entire agreement between
14 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
15 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
16 understandings of any nature whatsoever unless expressly included in this Agreement.

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2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of
3 the day and year first hereinabove written.

4 ATTEST:

5 **CONTRACTOR:**
6 **YOUTH LEADERSHIP INSTITUTE**

COUNTY OF FRESNO

7 By _____

8 By _____
Chair, Board of Supervisors

9 Print Name: _____

10 Title: _____
11 Chairman of the Board, or
12 President, or any Vice President

Date: _____

13 Date: _____

BERNICE W. SEIDEL, Clerk
Board of Supervisors

14 By _____

By _____

15 Print Name: _____

Date: _____

16 Title: _____
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

21 Date: _____

22
23 Mailing Address:
24 246 First Street, Suite 400
25 San Francisco, CA 94105
26 Phone No.: (415) 836-9160
27 Contact: President/CEO
28

1 APPROVED AS TO LEGAL FORM:
2 DENNIS MARSHALL, COUNTY COUNSEL

3
4 By _____

Date: _____

5 APPROVED AS TO ACCOUNTING FORM:
6 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
7 TREASURER-TAX COLLECTOR

8
9 By _____

Date: _____

10 REVIEWED AND RECOMMENDED FOR
11 APPROVAL:

12
13 By _____
14 Giang T. Nguyen, RN, MSN, Interim Director
15 Department of Behavioral Health

Date: _____

16
17
18
19 Fund/Subclass: 0001/10000
20 Organization: 56022081 (\$261,500)
21 Account/Program: 7294/0

22
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26 mas

27 0125dbh
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FAMILY LEADERSHIP PROGRAM LOGIC MODEL for contract years 1/1/06 – 6/30/09

Based on CSAP's Western Center for the Application of Prevention Technologies, the following Program Logic Model reflects the proposed program activities and program goals for the three-year period. Logic Models reflecting changes in service communities and deliverables will be submitted annually.

Prevention Strategy: Prevention Education

Risk Factors (Goals)	Services (Activities)	Deliverables (Outputs)	Assumptions (Theory of Change)	Participant Outcomes (What Will Change)		
				Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes
1. Decrease early initiation of the underage alcohol use by youth; 2. Decrease family and parental history of substance abuse and favorable attitudes toward alcohol and drug use;	Program activities will focus on these core components: 1. The best practices, "Families That Care-Staying Connected with Your Teen" model program, will be implemented in 6 Fresno County Communities annually (FCEOC will be a constant for all three years). 2. KidSmart Program. In cooperation with FCEOC staff, community volunteers/presenters and participants in the Family Support Network will assist in providing educational workshops to the	1. Program will annually provide 18 (21 in year 1) five-week FTC workshops for parents and other concerned adults in Fresno County communities. The communities of: Fresno (FCEOC), Orange Cove, Reedley, Mendota, Firebaugh, Pinedale and Laton will be targeted for the first year of start up of the Family Leadership Program. Year two communities will be: Fowler, Sanger, Kerman, Easton, Tranquility Year three: Selma, Clovis, Parlier, Kingsburg, Coalinga 3 workshops per year	Participants will increase skills in communication and family supervision resulting in increased family bonding by their youth and decreased risk of involvement in underage alcohol use. Social/educational opportunities for youth participating in the KidSmart program will create opportunities for friendships to develop. Theory of change: Precaution Adoption Process proposes that the adoption of healthy behavior proceeds on a continuum of stages ranging from awareness of the threat to adoption and maintenance of health-directed actions. The model proposes that personal susceptibility is a series of stages that reflect the beliefs	1. Increased knowledge of the risk/protective factors that affect underage alcohol use among youth. 2. Increased knowledge regarding the impacts of underage alcohol use among youth. 3. Increased knowledge of problem-solving steps for family meetings.	1. Increased family bonds. 2. Improved communication between parents and their youth. 3. Increased involvement of youth in the family. 4. Increased parental supervision strategies that strengthen family bonds. 5. Increased access to prevention information for youth, parents, other concerned adults, and community members.	1. There will be a decline in underage alcohol use by 9-19 year old youth in Fresno County. 2. There will be increased access for families to alcohol-safe public celebrations and social events. 3. There is expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families.

	<p>minor children (ages 6 and over) of the participants of the current FTC workshops during the five sessions. Areas of discussion will be at a minimum:</p> <ul style="list-style-type: none"> a) Health b) Safety and; c) Family Life <p>With an emphasis on AOD.</p>	<p>per community site will be provided for a total of 18 (21 in year 1) per each year of the 3 year contract. It is estimated that 15 individuals will participate in each of the 18 annual workshops for a total estimate of 270 per year (315 in year 1). 2. Program will provide 18 (21 in year 1) KidSmart Programs per year in conjunction with the FTC workshops. It is estimated that 12 youth will participate in each of the 18 KidSmart Programs for a total estimate of 216 (252 for year 1) youth per year.</p>	<p>they hold about a risk situation. This model addresses the complex factors that may be involved in the decision process and the multitude of life responsibilities that compete for time, energy, and material resources.</p> <p>Thus, the Precaution Adoption Process holds the best theoretical basis for examining AOD practices and the development of primary/secondary prevention strategies for the targeted population.</p> <p>The stages include: Stage 1, Has heard of the hazard; Stage 2, Believes in the significant likelihood for others; Stage 3, Acknowledges personal susceptibility; Stage 4, Decides to take precaution; and Stage 5, Takes precaution.</p>			
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Prevention Strategy: Community Based Process

				Participant Outcomes (What Will Change)		
Risk Factors (Goals)	Services (Activities)	Deliverables (Outputs)	Assumptions (Theory of Change)	Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes
<ol style="list-style-type: none"> 1. There will be a decline in underage alcohol use by 9-20 year old youth in Fresno County. 2. There will be a reduction in availability and accessibility of alcohol to youth. 3. There will be increased access for families to alcohol-safe public celebrations and social events. 4. There is expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that 	<p>Program activities will focus on these core components:</p> <ol style="list-style-type: none"> 1. FCEOC staff will facilitate the establishment of a Family Support Network for those individuals completing the five week FTC workshops. The intent of this Family Support Network is for families to meet together and lend continued support and feedback in the establishment of skills learned in the FTC workshop and to engage parents in community efforts through participation in the KidSmart Program, and Youth Adult Partnership (YAP). 	<p>Program will establish 6 (7 in year 1) Family Support Networks in Fresno County per year in conjunction with the FTC workshops (a Family Support Network will be maintained at the FCEOC site throughout the 3 year contract period) for a three year total of 17. The Family Support Networks will be comprised of those individuals completing the 5 session workshops and will meet 1x monthly in a Pot-Luck-Style Family Meeting. It is estimated that 81 individuals will participate in each of the Family Support</p>		<ol style="list-style-type: none"> 1. Increased knowledge of the consequences of underage alcohol use. 2. Increased knowledge of the hazards of alcohol abuse. 3. Decreased favorable attitudes toward alcohol and drug use. 	<ol style="list-style-type: none"> 1. Increased access to prevention information for youth, parents, other concerned adults, and community members. 	<ol style="list-style-type: none"> 1. Increased access for families to alcohol-safe public celebrations and social events. 2. Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families.

serve youth and families.		Networks at the 6 sites for an annual total of 486 (567 in year 1) and a three year total of 1,539 .				
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Prevention Strategy: Community Based Process

Risk Factors (Goals)	Services (Activities)	Deliverables (Outputs)	Assumptions (Theory of Change)	Participant Outcomes (What Will Change)		
				Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes
<ol style="list-style-type: none"> 1. Decrease early initiation of the underage alcohol use by youth; 2. Decrease family and parental history of substance abuse and favorable attitudes toward alcohol and drug use; 3. Reduce availability and perceived availability of alcohol and other drugs contributing to early initiation of use/abuse by minors; 4. Improve enforcement of community laws and social norms/policies that are inadequate or poorly enforced. 	<ol style="list-style-type: none"> 2. Youth-Adult Partnerships (YAP) will be implemented to form effective partnerships between youth and caring adults to build capacity in youth to avoid harmful behaviors and to be contributing members of the community. YAP will be involved in: <ol style="list-style-type: none"> 1. Community projects and; 2. Development of policies to address underage drinking as prioritized by the YAP members. <p>Initial participants will be drawn from individuals completing the FTC workshops. With</p>	<ol style="list-style-type: none"> 1. Program staff will assist in the establishment and implementation of 7 YAPs in year 1 and 5 additional YAPS in years 2 and three in conjunction with locations of FTC workshops for a three year total of 17 (FCEOC will be maintained for all three years). It is estimated that YAPs will meet 1 time monthly though more frequent meetings are anticipated as needed during planning for community projects and policy issues. It is estimated that 30 individuals will participate in each of the YAPS at the 6 sites for an annual total of 180 (210 in year 1) and a three year total of 570. Each YAP will 	<p>The YAP program will create opportunities for capacity building and bonding with adults.</p> <p>Theory of change: Diffusion of Innovations Theory provides a rational approach to community norm change. Behavior change in a population “spreads” through a community at different rate. This theory has been used extensively in the health promotion literature, with particular attention to tobacco prevention programs. The “Stages of Adoption” that adopters pass through include: 1) awareness, 2) interest, 3) trial, 4) decision, and 5) adoption. To increase the pace of diffusion for alcohol-free communities through counter-ing pro-alcohol influences, the proposed strategies include community organization and policy advocacy.</p>	<ol style="list-style-type: none"> 1. Increased community awareness of risks related to youth access to alcohol. 2. Increased awareness of the harmful consequences of underage alcohol use among youth. 3. Increased community awareness of the availability and perceived availability of alcohol and other drugs contributing to early initiation of use/abuse by minors 	<ol style="list-style-type: none"> 1. Increased participation in mentoring programs, community service, and organized recreation/cultural activities. 	<ol style="list-style-type: none"> 1. There will be a decline in underage alcohol use by 9-19 year old youth in Fresno County. 2. There will be a reduction in availability and accessibility of alcohol to youth. 3. There will be increased access for families to alcohol-safe public celebrations and social events. 4. There is expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families.

	the establishment of a Community support Network of services supporting positive youth development (YLI, RYLP, FCEOC Rural Collaborative), the YAP will have access to community support and resources to address the prioritized community issues.	carry out 1-2 community projects and address 1 policy issue per community per year regarding underage drinking. FCEOC staff will provide TA to assist YAPs in becoming self-sufficient after initial start-up.				
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Rogers, E.M. (1995). The Diffusion of Innovations, 4th ed. New York: Free Press.

Abrams, D.B., Elder, J.P., Carleton, R.A., Lasater, T.M., & Artz, L.M. (1986). Social learning principles for organizational health promotion: An integrated approach. In Health Behavior and Industry: A Behavioral Medicine Perspective, Cataldo, M.F., & Coates, T.J. (Eds.). New York: John Wiley.

PROGRAM EVALUATION PLAN

The goal of the proposed project is to reduce underage drinking among youth and young adults (ages 9-19 years) in Fresno County. The proposed project will engage youth, families and other concerned adults to address and reduce underage drinking among youth and young adults (ages 9-19) through the implementation of the Family Leadership Project. This model program will train youth to implement community-based prevention strategies; and recruit and train youth to address underage drinking throughout Fresno County.

The long-term county outcomes that the two projects will impact include:

1. Decline in underage alcohol use by 9-19 year old youth;
2. Reduced availability and accessibility of alcohol to youth;
3. Increased access for families to alcohol-safe public celebrations and social events;
4. Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families.

1. Objective(s) to be measured. To accomplish the goal of the proposed project, the following objectives will be measured:

- By June 30, 2009, there will be a 20% decrease in underage alcohol use by 9-19 year old youth in rural Fresno County communities.
- By June 30, 2009, there will be a 20% decrease in the availability and accessibility of alcohol to youth in rural Fresno County communities.
- By June 30, 2009, there will be a 20% increase in the number of alcohol-safe family oriented public celebrations and social events in rural Fresno County communities.
- By June 30, 2009, there will be a 20% increase in the coordination and shared goals for primary prevention activities on underage drinking among community organizations that serve youth and families.

2. Performance Indicators. To the following performance indicators will be used to determine the impact of the project interventions on the program goals and objectives:

Decline in underage alcohol use by 9-19 year old youth:

- Increased knowledge on the extent of the problem and harmful consequences of underage alcohol use by 9-19 year old youth
- Decreased favorable attitudes toward alcohol use by 9-19 year old youth
- Decreased number of youth (9-19 years of age) that report underage alcohol use

Reduced availability and accessibility of alcohol to youth:

- Decreased number of youth that report availability and access to alcohol
- Decreased number of illegal sales of alcohol to 9-19 year old youth

Increased access for families to alcohol-safe public celebrations and social events:

- Increased community support for alcohol-safe public celebrations and social events
- Increased number of family oriented public celebrations and social events that adopt a policy to prohibit alcohol use and sales
- Increased number of family oriented public celebrations and social events that adopt a policy to not accept sponsorship and/or donations from alcohol companies
- Increased number of family oriented public celebrations and social events that adopt a policy to not allow alcohol signage

Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families:

- Increased number of primary prevention activities, coordinated efforts, and shared goals among community organizations that serve youth and families in rural Fresno County communities

- Increased number of collaborative organizations (partnerships) that serve youth and families in rural Fresno County communities on alcohol-related issues

3. Success criteria.

Decline in underage alcohol use by 9-19 year old youth: Underage alcohol use by 9-19 year old youth continues to be a significant problem. While alcohol use is a legal behavior for adults (21 years and older), it is clear that youth (9-19 years) continue to have access to this substance. To be considered successful, the following success criteria for this outcome will include:

- 90% of the parents demonstrate an increased knowledge on the extent of the problem and harmful consequences of underage alcohol use by 9-19 year old youth
- 90% of the parents demonstrate decreased favorable attitudes toward alcohol use by 9-19 year old youth
- 80% of the youth (9-19 years of age) report a decrease in underage alcohol use

Reduced availability and accessibility of alcohol to youth: While alcohol sales to adults (21 years and older) are legal in California, it is illegal to sale or dispense alcohol to minors (9-19 years of age). To be considered successful, the following success criteria for this outcome will include:

- 80% of the youth (9-19 years of age) report a reduction in the availability and accessibility of alcohol in their rural Fresno County communities
- 95% of merchants (i.e., liquor stores, convenience stores, gas stations, grocery stores, etc.) that are licensed to sell alcohol in rural Fresno County communities will be in compliance with California law on the sale of alcohol to minors (9-19 year old youth).

Increased access for families to alcohol-safe public celebrations and social events: While alcohol use is a legal behavior for adults (21 years and older), it is clear that youth (9-19 years) continue to have access to this substance. A significant factor that contributes to underage drinking among rural Fresno County youth are the community social norms on alcohol use.

Many community public celebrations and social events incorporate alcohol use as a part of the cultural norms and values. To be considered successful, the following success criteria for this outcome will include:

- 80% of the community youth, parents, and other concerned adults will support the adoption of policies for alcohol-safe public celebrations and social events
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to prohibit alcohol use and sales
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not accept sponsorship and/or donations from alcohol companies
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not allow alcohol signage

Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families:

Collaborations/partnerships between a wide range of community organizations that serve youth and families reduce unnecessary duplication of resources as well as reinforce alcohol-related messages for the targeted populations. To be considered successful, the following success criteria for this outcome will include:

- 50% of community organizations in rural Fresno County communities that serve youth and families will participate in a community-wide coalition that addresses underage alcohol use among youth (9-19 years of age).
- 50% of community organizations in rural Fresno County communities that serve youth and families will participate in primary prevention activities and coordinated efforts targeting underage alcohol use among youth which have been identified and sponsored by the community-wide coalition.

4. Anticipated change that will be achieved by the end of each contract year and at the end of the program. As a result of the primary prevention strategies implemented by the proposed program, the following anticipated changes will be achieved by the end of each contract period:

Decline in underage alcohol use by 9-19 year old youth

- | | |
|--|--|
| Year 1 – January 1, 2006 – June 30, 2007 | <ul style="list-style-type: none">• 90% of the parents and/or other concerned adults demonstrate an increased knowledge on the extent of the problem and harmful consequences of underage alcohol use by 9-19 year old youth• 90% of the parents and/or other concerned adults demonstrate a decreased favorable attitudes toward alcohol use by 9-19 year old youth |
| Year 2 – July 1, 2007 – June 30, 2008 | <ul style="list-style-type: none">• 90% of the parents and other concerned adults demonstrate an increased knowledge on the extent of the problem and harmful consequences of underage alcohol use by 9-19 year old youth• 90% of the parents and other concerned adults demonstrate a decreased favorable attitudes toward alcohol use by 9-19 year old youth• 80% of the youth (9-19 years of age) report a decrease in underage alcohol use |
| Year 3 – July 1, 2008 – June 30, 2009 | <ul style="list-style-type: none">• 90% of the parents and other concerned adults demonstrate an increased knowledge on the extent of the problem and harmful consequences of underage alcohol use by 9-19 year old youth• 90% of the parents and other concerned adults demonstrate a decreased favorable attitudes toward alcohol use by 9-19 year old youth• 80% of the youth (9-19 years of age) report a decrease in underage alcohol use |

Reduced availability and accessibility of alcohol to youth

- | | |
|--|--|
| Year 1 – January 1, 2006 – June 30, 2007 | <ul style="list-style-type: none">• Increased awareness of merchants licensed to sale alcohol of enforcement of state law that prohibits the sale of alcohol to minors through increased enforcement activities |
| Year 2 – July 1, 2007 – June 30, 2008 | <ul style="list-style-type: none">• 80% of the youth (9-19 years of age) report a reduction in the availability and accessibility of alcohol in their rural Fresno County communities• 95% of merchants (i.e., liquor stores, convenience |

stores, gas stations, grocery stores, etc.) that are licensed to sell alcohol in rural Fresno County communities will be in compliance with California law on the sale of alcohol to minors (9-19 year old youth).

Year 3 – July 1, 2008 – June 30, 2009

- 80% of the youth (9-19 years of age) report a reduction in the availability and accessibility of alcohol in their rural Fresno County communities
- 95% of merchants (i.e., liquor stores, convenience stores, gas stations, grocery stores, etc.) that are licensed to sell alcohol in rural Fresno County communities will be in compliance with California law on the sale of alcohol to minors (9-19 year old youth).
- 80% of the youth (9-19 years of age) report a decrease in underage alcohol use

Increased access for families to alcohol-safe public celebrations and social events

Year 1 – January 1, 2006 – June 30, 2007

- 80% of the community youth, parents, and other concerned adults will support the adoption of policies for alcohol-safe public celebrations and social events
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to prohibit alcohol use and sales
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not accept sponsorship and/or donations from alcohol companies
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not allow alcohol signage

Year 2 – July 1, 2007 – June 30, 2008

- 80% of the community youth, parents, and other concerned adults will support the adoption of policies for alcohol-safe public celebrations and social events
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to prohibit alcohol use and sales
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not accept sponsorship and/or donations from alcohol companies

- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not allow alcohol signage
- 50% of the communities will have adopted and implemented at least one alcohol-related policy for alcohol-safe public celebrations and social events

Year 3 – July 1, 2008 – June 30, 2009

- 80% of the community youth, parents, and other concerned adults will support the adoption of policies for alcohol-safe public celebrations and social events
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to prohibit alcohol use and sales
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not accept sponsorship and/or donations from alcohol companies
- 80% of the community youth, parents, and other concerned adults will support the adoption of policies to not allow alcohol signage
- 100% of the communities will have adopted and implemented at least one alcohol-related policy for alcohol-safe public celebrations and social events
- 80% of the youth (9-19 years of age) report a decrease in underage alcohol use

Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families

Year 1 – January 1, 2006 – June 30, 2007

- 50% of community organizations in rural Fresno County communities that serve youth and families will participate in a community-wide coalition that addresses underage alcohol use among youth (9-19 years of age).

Year 2 – July 1, 2007 – June 30, 2008

- 50% of community organizations in rural Fresno County communities that serve youth and families will participate in a community-wide coalition that addresses underage alcohol use among youth (9-19 years of age).
- 50% of community organizations in rural Fresno County communities that serve youth and families will participate in primary prevention activities and coordinated efforts targeting underage alcohol use

among youth which have been identified and sponsored by the community-wide coalition.

Year 3 – July 1, 2008 – June 30, 2009

- 50% of community organizations in rural Fresno County communities that serve youth and families will continue to participate in a community-wide coalition that addresses underage alcohol use among youth (9-19 years of age).
- 50% of community organizations in rural Fresno County communities that serve youth and families will continue to participate in primary prevention activities and coordinated efforts targeting underage alcohol use among youth which have been identified and sponsored by the community-wide coalition.
- 80% of the youth (9-19 years of age) report a decrease in underage alcohol use

5. Method of measurement. The following data collection tools and data will be collected to measure the effectiveness of the proposed project:

Decline in underage alcohol use by 9-19 year old youth

Data Collection Tools:

Families that Care Pre and Post-Tests
Families that Care Parent Survey form

Data to be collected:

- Knowledge of parents and/or other concerned adults on the problem and harmful consequences of underage alcohol use among youth
- Attitudes of parents and/or other concerned adults toward underage alcohol use among youth
- Behaviors (skills) of parents and/or other concerned adults for bonding with youth to reduce underage alcohol use
- Effectiveness of Families that Care program

Reduced availability and accessibility of alcohol to youth

Data Collection Tools:

Merchant Compliance Checks and/or Observational Surveys
Public Opinion Surveys
Fresno County Health Kids Survey

Data to be collected:

- Compliance rates of merchants licensed to sale alcohol
- Attitudes of parents and/or other concerned adults toward underage alcohol use among youth
- Self-reported alcohol availability and accessibility to underage youth

Increased access for families to alcohol-safe public celebrations and social events

Data Collection Tools:

Public opinion surveys, focus groups, and/or key informant interviews

Data to be collected:

- Knowledge of parents and/or other concerned adults on the problem and harmful consequences of underage alcohol use among youth
- Attitudes of parents and/or other concerned adults toward underage alcohol use among youth
- Support for the adoption of policies for alcohol-safe public celebrations and social events
- Support for the adoption of policies that prohibit the sponsorship and/or donations by alcohol companies
- Support for the adoption of policies that prohibit alcohol signage at public celebrations and social events

Enacted Policy/Proclamation

- Adoption of alcohol-free policies as determined by Youth Adult Partnerships

Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families

Data Collection Tools:

Annual coalition satisfaction survey

Data to be collected:

- Level of participation with coalition
- Satisfaction with coalition process and activities
- Overall evaluation of the coalition
- Perceived effectiveness of the coalition in addressing underage alcohol use by youth (9-19 years)

6. Data sources. Data collected to evaluate the effectiveness of the proposed project will include multiple sources, including:

Decline in underage alcohol use by 9-19 year old youth

- Families that Care Pre and Post-Tests
- Families that Care Parent Survey form
- Archival data (i.e., Fresno County Health Kids Survey, California Health Interview Survey)

Reduced availability and accessibility of alcohol to youth

- Merchant Compliance Checks and/or Observational Surveys
- Archival data (i.e., Fresno County Health Kids Survey, California Health Interview Survey)

Increased access for families to alcohol-safe public celebrations and social events

- Public opinion surveys, focus groups, and/or key informant interviews
- Enacted Policy/Proclamation

Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families

- Annual coalition satisfaction survey

7. Reporting results. What approach and methods will be used to analyze the data? At what intervals will data be analyzed? Who will be responsible for data management and analysis?

Decline in underage alcohol use by 9-19 year old youth

Approach/Method: A non-experimental (quasi-experimental), pre-and post-test (no control group) design with intact groups will be used to evaluate the effectiveness of this intervention. A census sample (all program participants) will be used. Data will be analyzed using a McNemar Chi-square test to compare pre and post-test differences in parental knowledge, attitudes, and behaviors.

Data analysis intervals: Data will be analyzed on a bi-annual (six month) basis to determine the short-term and long-term effectiveness of the intervention.

Person(s) responsible for data management and analysis: Project Coordinator and program evaluator.

Reduced availability and accessibility of alcohol to youth

Approach/Method: A non-experimental (quasi-experimental), post-test only (no

control group) design with non-intact groups will be used to evaluate the effectiveness of this intervention. A random (simple) sample (50% of merchants licensed to sell alcohol) will be used. Data will be analyzed using a frequencies and compliance rates to compare pre and post-test differences in illegal sales of alcohol to minors.

Data analysis intervals: Data will be analyzed on an annual (yearly) basis to determine the short-term and long-term effectiveness of the intervention.

Person(s) responsible for data management and analysis: Project Coordinator and program evaluator.

Increased access for families to alcohol-safe public celebrations and social events

Approach/Method: A non-experimental (quasi-experimental), post-test only (no control group) design with non-intact groups will be used to evaluate the effectiveness of this intervention. A non-random, convenience sample (n=300) will be used. Data will be analyzed using a Pearson Chi-square test to compare differences in youth, parents, and other concerned adults' knowledge, attitudes, and support for alcohol-safe issues for public celebrations and social events.

Data analysis intervals: Data will be analyzed on a bi-annual (six month) basis to determine the short-term and long-term effectiveness of the intervention.

Person(s) responsible for data management and analysis: Project Coordinator and program evaluator.

Expanded capacity of primary prevention activities, coordinated efforts and shared goals with a wide range of community organizations that serve youth and families

Approach/Method: A non-experimental (quasi-experimental), post-test only (no control group) design with non-intact groups will be used to evaluate the effectiveness of this intervention. A census sample of all coalition members will be used. Data will be analyzed using a Pearson Chi-square test to compare coalition members' satisfaction with the coalition process, level of

participation, and effectiveness in addressing underage alcohol use among youth (9-19 years) in their communities.

Data analysis intervals: Data will be analyzed on an annual (yearly) basis to determine the short-term and long-term effectiveness of the intervention.

Person(s) responsible for data management and analysis: Project Coordinator and program evaluator.

8. Dissemination: Information from the evaluation will be provided as feedback and used to improve the program through presentations to appropriate individual(s) (i.e., program director, program staff, county representatives, etc.). In addition, written reports on program progress will be submitted on a bi-annual (6 month) basis.

9. Deliverables (Process Evaluation): Process evaluation will include documentation of the number of participants and demographic profiles through:

- Sign-in (registration) logs, including demographic profiles of participants
- Survey demographic data
- Program (Families that Care and Coalition Satisfaction) evaluation forms

Copies of the instruments are not available at this time, but will be made available at a later date.

10. Independent evaluator. The program plans to engage an independent evaluator for the proposed project. The evaluator (Vickie D. Krenz, Ph.D., M.S.P.H.) will be responsible for the data and evaluation consultation on an on-going basis through the three-year contract period. She will work with the project director and program staff in the instrument development, data collection methods, data management, statistical analysis, and report preparation. (Note: program staff and/or volunteers will be responsible for the collection of public opinion surveys, Families that Care pre- and post-test evaluations, and merchant compliance surveys. However, the evaluator will be responsible for the data management, statistical analysis, and report preparation of these surveys.)

FRESNO COUNTY

Fiscal Year: Effective Upon Execution by all Parties - June 30, 2007
Provider Name: Fresno County Economic Opportunities Commission
Program: Family Leadership Project
Mailing Address: 1920 Mariposa Mall, Fresno, Suite 330 CA 93721
Street Address: 1920 Mariposa Mall, Fresno, Suite 330 CA 93721
Phone Number: (559) 263-1030

Submitted by: Robert Martin, Health Director
Date: November 18, 2005
Approved by: Salam Mohammad, Finance Director

Signature: _____
Date: November 18, 2005

Fax Number: (559) 263-1042

E-Mail Address: salam.mohammad@fresnoeoc.org

No. of Budgeted FTE Administration: 0.05

Direct Service: 5.00

Budget Categories-		% of FTE	% Time dedicated	Proposed Program Budget					
				County Funding		Other Funding		Total Proposed Budget	
Line Item Description (Must be Itemized)	18 Month Budget Salary	dedicated to this program	to services Admin. Direct	Admin.	Direct	Admin.	Direct	Admin.	Direct
PERSONNEL/SALARIES									
0101 Health Director	\$102,550	5%	100%	\$5,128				\$5,128	
0102 Project Coordinator	\$66,118	100%	100%		\$66,118				\$66,118
0103 Prevention Specialist	\$42,605	100%	100%		\$42,605				\$42,605
0104 Prevention Specialist	\$42,605	100%	100%		\$42,605				\$42,605
0105 Prevention Specialist	\$42,605	100%	100%		\$42,605				\$42,605
0106 Prevention Specialist	\$42,605	100%	100%		\$42,605				\$42,605
0107									
0108									
0109									
0110									
0111									
0112									
0113									
0114									
0115									
0116									
0117									
0118									
SALARIES TOTAL				\$5,128	\$236,538			\$5,128	\$236,538
PAYROLL TAXES									
0151 State Unemployment Insurance				\$43	\$4,340			\$43	\$4,340
0152 F.I.C.A./O.A.S.D.I.				\$392	\$18,094			\$392	\$18,094
0153 State Disability Insurance (SDI)									
0154 Payroll Taxes-Other-Specify									
PAYROLL TAXES TOTAL				\$435	\$22,434			\$435	\$22,434
EMPLOYEE BENEFITS									
0201 Health Insurance				\$627	\$62,670			\$627	\$62,670
0202 Life Insurance				\$46	\$2,127			\$46	\$2,127
0203 Retirement				\$256				\$256	
0204 Benefits Other-Specify									
EMPLOYEE BENEFITS TOTAL				\$929	\$64,797			\$929	\$64,797

FRESNO COUNTY

Fiscal Year: **Effective Upon Execution by all Parties - June 30, 2007**
 Provider Name: **Fresno County Economic Opportunities Commission**
 Program: **Family Leadership Project**
 Date: **November 18, 2005**

Approved by: **Salam Mohammad, Finance Director**
 Date: **November 18, 2005**

Budget Categories-Line Item Description (Must Be Itemized)	Current Agency Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$41,501,495	\$330,261
INSURANCE		
0251 Worker's Compensation Insurance	\$2,543,500	\$3,841
0252 Liability Insurance	\$906,000	\$1,270
0253 Insurance Other-Specify	\$139,292	
INSURANCE TOTAL	\$3,588,792	\$5,111
COMMUNICATIONS		
0301 Telecommunications/data lines	\$279,050	\$1,000
0302 Answering Service		
COMMUNICATIONS TOTAL	\$279,050	\$1,000
OFFICE EXPENSE		
0351 Office Supplies	\$387,400	\$15,000
0352 Postage	\$53,500	\$2,000
0353 Printing/Reproduction	\$159,833	\$9,794
0354 Publications	\$45,000	
0355 Legal Notices/Advertising	\$51,450	\$500
OFFICE EXPENSE TOTAL	\$697,183	\$27,294
EQUIPMENT		
0401 Purchase of Equipment		
0402 Equipment Rent/Lease	\$1,021,901	\$11,350
0403 Equipment Maintenance		
EQUIPMENT TOTAL	\$1,021,901	\$11,350
FACILITIES		
0451 Rent/Lease Building	\$1,649,677	\$14,500
0452 Facilities Maintenance		
0453 Utilities	\$608,500	
FACILITIES TOTAL	\$2,258,177	\$14,500
TRAVEL COSTS		
0501 Staff Mileage	\$337,959	\$19,500
0502 Staff Travel (Out of County)	\$163,000	\$4,500
0503 Staff Training/Registration	\$124,000	\$7,000
0504 Transportation	\$2,800,345	
TRAVEL COSTS TOTAL	\$3,425,304	\$31,000

FRESNO COUNTY

Fiscal Year: Effective Upon Execution by all Parties - June 30, 2007
 Provider Name: Fresno County Economic Opportunities Commission
 Program: Family Leadership Project
 Date: November 18, 2005

Approved by: Salam Mohammad, Finance Director
 Date: November 18, 2005

Budget Categories-Line Item Description (Must Be Itemized)	Current Agency Budget	Proposed Program Budget
PROGRAM SUPPLIES		
0551 Program Supplies-Food	\$2,593,500	\$2,000
0552 Program Supplies-Educational	\$4,212,801	\$10,000
0553 Program Supplies-Other	\$9,000	\$20,000
PROGRAM SUPPLIES TOTAL	\$6,815,301	\$32,000
CONSULTANCY		
0601 Consultant Services	\$262,870	\$6,500
0602 Contracted Services		
CONSULTANCY TOTAL	\$262,870	\$6,500
FISCAL AND AUDITS		
0651 Accounting/Bookkeeping		
0652 External Audit	\$86,500	\$730
FISCAL AND AUDITS TOTAL	\$86,500	\$730
OTHER COSTS		
0701 Indirect Costs	\$4,037,342	\$29,754
0702 Fundraising		
0703 Client Costs	\$30,169,199	
0749 Other Cost Interest	\$196,747	
OTHER COSTS TOTAL	\$34,403,288	\$29,754
TOTAL PROGRAM EXPENDITURES	\$94,339,861	\$489,500
REVENUE/MATCH		
3120 Fund Raising		
3130 State Grant		
3140 Private Donations		\$2,000
3150		
REVENUE/MATCH TOTAL		\$2,000
NET PROGRAM BUDGET	\$94,339,861	\$487,500

FRESNO COUNTY FY 2007-2008 BUDGET

Fiscal Year: July 1, 2007 - June 30, 2008
 Provider Name: Fresno County Economic Opportunities Commission
 Program: Family Leadership Project
 Mailing Address: 1920 Mariposa Mall, Fresno, Suite 330 CA 93721
 Street Address: 1920 Mariposa Mall, Fresno, Suite 330 CA 93721
 Phone Number: (559) 263-1030

Submitted by: Robert Martin, Health Director
 Date: November 18, 2005
 Approved by: Salam Mohammad, Finance Director

Signature: _____
 Date: November 18, 2005

Fax Number: (559) 263-1042

E-Mail Address: salam.mohammad@fresnoeoc.org

No. of Budgeted FTE Administration: 0.05

Direct Service: 5.00

Budget Categories-		% of FTE	% Time dedicated	Proposed Program Budget					
Line Item Description (Must be Itemized)	12 Month Budget Salary			County Funding		Other Funding		Total Proposed Budget	
		dedicated to this program	to services Admin. Direct	Admin.	Direct	Admin.	Direct	Admin.	Direct
PERSONNEL/SALARIES									
0101 Health Director	\$72,242	5%	100%	\$3,612				\$3,612	
0102 Project Coordinator	\$46,644	100%	100%		\$46,644				\$46,644
0103 Prevention Specialist	\$30,059	100%	100%		\$30,059				\$30,059
0104 Prevention Specialist	\$30,059	100%	100%		\$30,059				\$30,059
0105 Prevention Specialist	\$30,059	100%	100%		\$30,059				\$30,059
0106 Prevention Specialist	\$30,059	100%	100%		\$30,059				\$30,059
0107									
0108									
0109									
0110									
0111									
0112									
0113									
0114									
0115									
0116									
0117									
0118									
SALARIES TOTAL				\$3,612	\$166,880			\$3,612	\$166,880
PAYROLL TAXES									
0151 State Unemployment Insurance				\$22	\$2,170			\$22	\$2,170
0152 F.I.C.A./O.A.S.D.I.				\$276	\$12,764			\$276	\$12,764
0153 State Disability Insurance (SDI)									
0154 Payroll Taxes-Other-Specify									
PAYROLL TAXES TOTAL				\$298	\$14,934			\$298	\$14,934
EMPLOYEE BENEFITS									
0201 Health Insurance				\$418	\$41,780			\$418	\$41,780
0202 Life Insurance				\$22	\$1,000			\$22	\$1,000
0203 Retirement				\$181	\$4,177			\$181	\$4,177
0204 Benefits Other-Specify									
EMPLOYEE BENEFITS TOTAL				\$621	\$46,957			\$621	\$46,957

**FRESNO COUNTY
FY 2007-2008 BUDGET**

Fiscal Year: July 1, 2007 - June 30, 2008
 Provider Name: Fresno County Economic Opportunities Commission
 Program: Family Leadership Project
 Date: November 18, 2005

Approved by: Salam Mohammad, Finance Director
 Date: November 18, 2005

Budget Categories-Line Item Description (Must Be Itemized)	Current Agency Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$41,501,495	\$233,302
INSURANCE		
0251 Worker's Compensation Insurance	\$2,543,500	\$2,711
0252 Liability Insurance	\$906,000	\$852
0253 Insurance Other-Specify	\$139,292	
INSURANCE TOTAL	\$3,588,792	\$3,563
COMMUNICATIONS		
0301 Telecommunications/data lines	\$279,050	\$720
0302 Answering Service		
COMMUNICATIONS TOTAL	\$279,050	\$720
OFFICE EXPENSE		
0351 Office Supplies	\$387,400	\$5,000
0352 Postage	\$53,500	\$500
0353 Printing/Reproduction	\$159,833	\$1,500
0354 Publications	\$45,000	
0355 Legal Notices/Advertising	\$51,450	\$200
OFFICE EXPENSE TOTAL	\$697,183	\$7,200
EQUIPMENT		
0401 Purchase of Equipment		
0402 Equipment Rent/Lease	\$1,021,901	\$3,900
0403 Equipment Maintenance		
EQUIPMENT TOTAL	\$1,021,901	\$3,900
FACILITIES		
0451 Rent/Lease Building	\$1,649,677	\$9,700
0452 Facilities Maintenance		
0453 Utilities	\$608,500	
FACILITIES TOTAL	\$2,258,177	\$9,700
TRAVEL COSTS		
0501 Staff Mileage	\$337,959	\$13,000
0502 Staff Travel (Out of County)	\$163,000	\$3,000
0503 Staff Training/Registration	\$124,000	\$6,200
0504 Transportation	\$2,800,345	
TRAVEL COSTS TOTAL	\$3,425,304	\$22,200

**FRESNO COUNTY
FY 2007-2008 BUDGET**

Fiscal Year: July 1, 2007 - June 30, 2008
 Provider Name: Fresno County Economic Opportunities Commission
 Program: Family Leadership Project
 Date: November 18, 2005

Approved by: Salam Mohammad, Finance Director
 Date: November 18, 2005

Budget Categories-Line Item Description (Must Be Itemized)	Current Agency Budget	Proposed Program Budget
PROGRAM SUPPLIES		
0551 Program Supplies-Food	\$2,593,500	\$1,000
0552 Program Supplies-Educational	\$4,212,801	\$10,000
0553 Program Supplies-Other	\$9,000	\$8,592
PROGRAM SUPPLIES TOTAL	\$6,815,301	\$19,592
CONSULTANCY		
0601 Consultant Services	\$262,870	\$6,500
0602 Contracted Services		
CONSULTANCY TOTAL	\$262,870	\$6,500
FISCAL AND AUDITS		
0651 Accounting/Bookkeeping		
0652 External Audit	\$86,500	\$487
FISCAL AND AUDITS TOTAL	\$86,500	\$487
OTHER COSTS		
0701 Indirect Costs	\$4,037,342	\$19,836
0702 Fundraising		
0703 Client Costs	\$30,169,199	
0749 Other Cost Interest	\$196,747	
OTHER COSTS TOTAL	\$34,403,288	\$19,836
TOTAL PROGRAM EXPENDITURES	\$94,339,861	\$327,000
REVENUE/MATCH		
3120 Fund Raising		
3130 State Grant		
3140 Private Donations		\$2,000
3150		
REVENUE/MATCH TOTAL		\$2,000
NET PROGRAM BUDGET	\$94,339,861	\$325,000

FRESNO COUNTY FY 2008-2009 BUDGET

Fiscal Year: July 1, 2008 - June 30, 2009
 Provider Name: Fresno County Economic Opportunities Commission
 Program: Family Leadership Project
 Mailing Address: 1920 Mariposa Mall, Fresno, Suite 330 CA 93721
 Street Address: 1920 Mariposa Mall, Fresno, Suite 330 CA 93721
 Phone Number: (559) 263-1030

Submitted by: Robert Martin, Health Director
 Date: November 18, 2005
 Approved by: Salam Mohammad, Finance Director

Signature: _____
 Date: November 18, 2005

Fax Number: (559) 263-1042

E-Mail Address: salam.mohammad@fresnoeoc.org

No. of Budgeted FTE Administration: 0.05

Direct Service: 5.00

Budget Categories-		% of FTE	% Time dedicated	Proposed Program Budget					
Line Item Description (Must be Itemized)	12 Month Budget Salary			County Funding		Other Funding		Total Proposed Budget	
		dedicated to this program	to services Admin. Direct	Admin.	Direct	Admin.	Direct	Admin.	Direct
PERSONNEL/SALARIES									
0101 Health Director	\$74,409	5%	100%	\$3,720				\$3,720	
0102 Project Coordinator	\$50,255	100%	100%		\$50,255				\$50,255
0103 Prevention Specialist	\$32,377	100%	100%		\$32,377				\$32,377
0104 Prevention Specialist	\$32,377	100%	100%		\$32,377				\$32,377
0105 Prevention Specialist	\$32,377	100%	100%		\$32,377				\$32,377
0106 Prevention Specialist	\$32,377	100%	100%		\$32,377				\$32,377
0107									
0108									
0109									
0110									
0111									
0112									
0113									
0114									
0115									
0116									
0117									
0118									
SALARIES TOTAL				\$3,720	\$179,763			\$3,720	\$179,763
PAYROLL TAXES									
0151 State Unemployment Insurance				\$22	\$2,170			\$22	\$2,170
0152 F.I.C.A./O.A.S.D.I.				\$285	\$13,753			\$285	\$13,753
0153 State Disability Insurance (SDI)									
0154 Payroll Taxes-Other-Specify									
PAYROLL TAXES TOTAL				\$307	\$15,923			\$307	\$15,923
EMPLOYEE BENEFITS									
0201 Health Insurance				\$418	\$41,780			\$418	\$41,780
0202 Life Insurance				\$22	\$1,078			\$22	\$1,078
0203 Retirement				\$186	\$8,989			\$186	\$8,989
0204 Benefits Other-Specify									
EMPLOYEE BENEFITS TOTAL				\$626	\$51,847			\$626	\$51,847

**FRESNO COUNTY
FY 2008-2009 BUDGET**

Fiscal Year: July 1, 2008 - June 30, 2009
 Provider Name: Fresno County Economic Opportunities Commission
 Program: Family Leadership Project
 Date: November 18, 2005

Approved by: Salam Mohammad, Finance Director
 Date: November 18, 2005

Budget Categories-Line Item Description (Must Be Itemized)	Current Agency Budget	Proposed Program Budget
SALARY, PAYROLL TAX, AND EMPLOYEE BENEFITS TOTAL	\$41,501,495	\$252,186
INSURANCE		
0251 Worker's Compensation Insurance	\$2,543,500	\$2,917
0252 Liability Insurance	\$906,000	\$900
0253 Insurance Other-Specify	\$139,292	
INSURANCE TOTAL	\$3,588,792	\$3,817
COMMUNICATIONS		
0301 Telecommunications/data lines	\$279,050	\$720
0302 Answering Service		
COMMUNICATIONS TOTAL	\$279,050	\$720
OFFICE EXPENSE		
0351 Office Supplies	\$387,400	\$3,150
0352 Postage	\$53,500	\$200
0353 Printing/Reproduction	\$159,833	\$350
0354 Publications	\$45,000	
0355 Legal Notices/Advertising	\$51,450	\$100
OFFICE EXPENSE TOTAL	\$697,183	\$3,800
EQUIPMENT		
0401 Purchase of Equipment		
0402 Equipment Rent/Lease	\$1,021,901	\$1,100
0403 Equipment Maintenance		
EQUIPMENT TOTAL	\$1,021,901	\$1,100
FACILITIES		
0451 Rent/Lease Building	\$1,649,677	\$9,700
0452 Facilities Maintenance		
0453 Utilities	\$608,500	
FACILITIES TOTAL	\$2,258,177	\$9,700
TRAVEL COSTS		
0501 Staff Mileage	\$337,959	\$13,000
0502 Staff Travel (Out of County)	\$163,000	\$1,575
0503 Staff Training/Registration	\$124,000	\$6,200
0504 Transportation	\$2,800,345	
TRAVEL COSTS TOTAL	\$3,425,304	\$20,775

**FRESNO COUNTY
FY 2008-2009 BUDGET**

Fiscal Year: July 1, 2008 - June 30, 2009
 Provider Name: Fresno County Economic Opportunities Commission
 Program: Family Leadership Project
 Date: November 18, 2005

Approved by: Salam Mohammad, Finance Director
 Date: November 18, 2005

Budget Categories-Line Item Description (Must Be Itemized)	Current Agency Budget	Proposed Program Budget
PROGRAM SUPPLIES		
0551 Program Supplies-Food	\$2,593,500	\$325
0552 Program Supplies-Educational	\$4,212,801	\$4,740
0553 Program Supplies-Other	\$9,000	\$3,000
PROGRAM SUPPLIES TOTAL	\$6,815,301	\$8,065
CONSULTANCY		
0601 Consultant Services	\$262,870	\$6,500
0602 Contracted Services		
CONSULTANCY TOTAL	\$262,870	\$6,500
FISCAL AND AUDITS		
0651 Accounting/Bookkeeping		
0652 External Audit	\$86,500	\$487
FISCAL AND AUDITS TOTAL	\$86,500	\$487
OTHER COSTS		
0701 Indirect Costs	\$4,037,342	\$19,850
0702 Fundraising		
0703 Client Costs	\$30,169,199	
0749 Other Cost Interest	\$196,747	
OTHER COSTS TOTAL	\$34,403,288	\$19,850
TOTAL PROGRAM EXPENDITURES	\$94,339,861	\$327,000
REVENUE/MATCH		
3120 Fund Raising		
3130 State Grant		
3140 Private Donations		\$2,000
3150		
REVENUE/MATCH TOTAL		\$2,000
NET PROGRAM BUDGET	\$94,339,861	\$325,000

STATE ALCOHOL AND DRUG REQUIREMENTS

1. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

2. INDEPENDENT CONTRACTOR

The CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. CONTROL REQUIREMENTS

This Agreement is subject to all applicable Federal and State laws and regulations. The provisions of this Agreement are not intended to abrogate any provisions of law or regulation existing or enacted during the term of this Agreement.

4. NON - DISCRIMINATION PROVISION

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in CONTRACTOR's response to the RFP. No person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include

retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. **CONFIDENTIALITY**

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

6. **REVENUE COLLECTION POLICY**

CONTRACTOR shall conform to all policies and procedures regarding revenue collection issued by the State under the provisions of the Health and Safety Code, Division 10.5.

7. **EXPENDITURE OF STATE GENERAL AND FEDERAL FUNDS**

CONTRACTOR agrees that all funds paid out by the State shall be used exclusively for providing alcohol and/or drug program services, administrative costs, and allowable overhead.

8. ACCESS TO SERVICES

CONTRACTOR shall provide accessible and appropriate services in accordance with Federal and State statutes and regulations to all eligible persons.

9. REPORTS

CONTRACTOR agrees to participate in surveys related to the performance of this Agreement and expenditure of funds and agrees to provide any such information in a mutually agreed upon format.

10. AUDITS

All State and Federal funds furnished the CONTRACTOR pursuant to this Agreement along with required COUNTY match, related patient and participant fees, third-party payments, or other related revenues and funds commingled with the foregoing funds are subject to audit by the State. The State may audit all alcohol and drug program revenue and expenditures contained in this Agreement for the purpose of establishing the basis for the subsequent year's negotiation.

11. RECORDS MAINTENANCE

- A. CONTRACTOR shall maintain books, records, documents, and other evidence necessary to monitor and audit this Agreement.
- B. CONTRACTOR shall maintain adequate program and fiscal records relating to individuals served under the terms of this Agreement, as required, to meet the needs of the State in monitoring quality, quantity, fiscal accountability, and accessibility of services. Information on each individual shall include, but not be limited to, admission records, patient and participant interviews and progress notes, and records of service provided by various service locations, in sufficient detail to make possible an evaluation of services provided and compliance with this Agreement.

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____ day of _____, 2006,
3 by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California,
4 hereinafter referred to as "COUNTY", and **FRESNO COUNTY ECONOMIC OPPORTUNITIES**
5 **COMMISSION, INC.**, a Non-Profit Corporation, whose address is 1920 Mariposa Mall, Suite 300,
6 Fresno, California, 93721, hereinafter referred to as "CONTRACTOR".

7 **WITNESSETH:**

8 WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Substance Abuse
9 Services (SAS), has determined there is a need for Fresno County families to receive underage
10 drinking prevention services; and

11 WHEREAS, COUNTY is authorized to contract with privately operated agencies for the
12 provision of alcohol and drug abuse prevention services, pursuant to parts of the Title IX California
13 Code Regulations and California Welfare and Institutions Code; and

14 WHEREAS, CONTRACTOR is willing and able to provide services required by COUNTY,
15 pursuant to the terms and conditions of this Agreement.

16 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
17 hereto agree as follows:

18 **1. SERVICES**

19 A. CONTRACTOR shall perform all services and fulfill all responsibilities for the
20 provision of prevention of alcohol and drug, the underage drinking initiation, as identified in
21 COUNTY's Request for Proposal (RFP) No. 952-4173, dated October 3, 2005 and CONTRACTOR's
22 response to said revised RFP, dated November 9, 2005, Addendum No. One (1) dated October 17,
23 2005, and Addendum No. Two (2), dated October 28, 2005, hereinafter collectively referred to as
24 COUNTY's revised RFP No. 952-4173, all incorporated herein by reference and made part of this
25 Agreement.

26 In addition, CONTRACTOR shall provide twelve thousand six hundred and fifty
27 five (12,655) units of direct service for the period upon execution by all parties through June 30, 2007,
28 eight thousand four hundred (8,400) units of direct service for the period of July 1, 2007 through June

30, 2008, and eight thousand four hundred (8,400) units of direct service for the period of July 1, 2008 through June 30, 2009.

CONTRACTOR shall also perform all services and fulfill all responsibilities for the provision of alcohol and drug abuse prevention services for the Family Leadership Institute: Underage Drinking Initiative, in a manner consistent with Exhibits A-1 "Program Logic Model", and A-2 "Program Evaluation Plan", both attached hereto and incorporated herein by reference and made a part of this Agreement.

In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits, 2) to the RFP, 3) to the response to the RFP. A copy of COUNTY's revised RFP No. 952-4173 and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's DBH Contracts Unit.

B. CONTRACTOR's administrative level agency representative, who is duly authorized to act on behalf of CONTRACTOR shall attend, as determined necessary by COUNTY's DBH Director, or designee regularly scheduled (monthly) Alcohol and Drug Advisory Board meetings.

2. TERM

This Agreement shall become effective upon execution by all parties and shall terminate on the 30th day of June 2007.

This Agreement shall automatically be extended for two (2) additional twelve (12) months periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by CONTRACTOR or COUNTY or COUNTY's DBH, or designee not later than sixty (60) days prior to the close of the current Agreement term.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

1 B. Breach of Contract - COUNTY may immediately suspend or terminate this
2 Agreement in whole or in part, where in the determination of COUNTY there is:

- 3 1) An illegal or improper use of funds;
4 2) A failure to comply with any term of this Agreement;
5 3) A substantially incorrect or incomplete report submitted to COUNTY;
6 4) Improperly performed service.

7 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
8 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
9 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
10 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
11 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
12 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
13 promptly refund any such funds upon demand, or at COUNTY's option, such repayment shall be
14 deducted from future payments owing to CONTRACTOR under this Agreement.

15 C. Without Cause - Under circumstances other than those set forth above, this
16 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director or
17 designee upon the giving of thirty (30) days advance written notice of an intention to terminate.

18 **4. FUNDING**

19 A. Compensation - COUNTY agrees to pay CONTRACTOR and CONTRACTOR
20 agrees to accept compensation in the arrears, based on CONTRACTOR's correctly completed
21 monthly invoices and reports submitted for actual services provided during the proceeding month,
22 within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices and
23 reports by COUNTY's DBH SAS as described in Paragraph Twelve (12) of this Agreement. In
24 addition, quarterly Units of Service reports , quarterly Prevention Activities Data System (PADS)
25 reports and an annual Outcome Evaluation report must be submitted for review, verification and
26 approval during each term of this Agreement in accordance with Paragraph Twelve (12) of this
27 Agreement.

28 Payments by COUNTY shall be made upon receipt, verification and approval of

1 actual expenditures incurred by CONTRACTOR in the performance of this Agreement and shall be
2 documented to COUNTY on a monthly basis. No reimbursement for services shall be made until the
3 invoices and all reports, as appropriate, are received, reviewed and approved by COUNTY.

4 CONTRACTOR shall be compensated for actual expenditures incurred in
5 accordance to the budget, identified in Exhibit B, attached hereto and by this reference incorporated
6 herein. Determination of costs shall be in accordance with generally recognized governmental
7 accounting principles and other State of California or Federal funding regulations. In the event of any
8 inconsistency, the inconsistency shall be resolved by giving precedence in the following order of
9 priority: 1) Federal funding regulations; 2) State of California funding regulations; and 3) generally
10 recognized governmental accounting principles.

11 The parties hereto have agreed that the compensation budgeted herein, and to be
12 paid by COUNTY pursuant to this Agreement, is based upon the actual amount of services
13 represented by CONTRACTOR to be provided under this Agreement. CONTRACTOR shall follow
14 COUNTY established standards for monitoring to account for variations in the provision of services
15 represented to be provided herein.

16 For services rendered herein, CONTRACTOR shall assure that an on-going
17 quality assurance component is in place and is occurring. CONTRACTOR shall assure that clinical
18 records are of such detail and length that a review of records will verify that appropriate services were
19 provided. If the record is unclear, incomplete, and/or indicates that appropriate services were not
20 provided, COUNTY reserves the right to withhold payment for the applicable unit(s) of service.

21 It is understood that all expenses incidental to CONTRACTOR's performance of
22 services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to
23 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
24 compensation. CONTRACTOR's and COUNTY's obligations under this section shall survive the
25 termination of this Agreement with respect to services provided during the term of this Agreement
26 without regard to the cause of termination of this Agreement.

27 Notwithstanding the foregoing, in no event shall the total amount paid by
28 COUNTY to CONTRACTOR under this Agreement for actual services rendered for the period

1 effective upon execution by all parties through June 30, 2007 be in excess of Four Hundred Eighty-
2 Seven Thousand Five Hundred and No/100 Dollars (\$487,500.00). In no event shall services
3 performed under this Agreement for the period of July 1, 2007 through June 30, 2008 for actual
4 services performed be in excess of Three Hundred Twenty-Five Thousand and No/100 Dollars
5 (\$325,000.00). For the period of July 1, 2008 through June 30, 2009, in no event shall services
6 performed under this Agreement for actual services performed be in excess of Three Hundred Twenty-
7 Five Thousand and No/100 Dollars (\$325,000.00).

8 B. Public Information - CONTRACTOR shall disclose its funding source in all
9 public information, however, this requirement of disclosure of funding source shall not be required in
10 spot radio or television advertising.

11 C. Lobbying Activity - CONTRACTOR shall not directly or indirectly use any of
12 the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to
13 support or defeat legislation pending before the Congress of the United States or the Legislature of the
14 State of California.

15 D. Political Activity - CONTRACTOR shall not directly or indirectly use any of
16 the funds under this Agreement for any political activity or to further the election or defeat of any
17 candidate for public office.

18 E. Supplemental Sources - Any direct or indirect service provided by
19 CONTRACTOR as part of its overall alcohol and drug abuse prevention program may be partially
20 supported by revenues or in-kind contributions generated by CONTRACTOR. Said direct and
21 indirect services provided under this Agreement may be partially supported by private or agency
22 contributions.

23 Notwithstanding the above, any revenues generated in excess of the amounts
24 budgeted in this Agreement, may be utilized to expand/enhance the services during the term of this
25 Agreement. Additional revenues will be considered separate and distinct from COUNTY's payment
26 to CONTRACTOR. The manner and means of service expansion/enhancement shall be subject to the
27 prior written approval of COUNTY's DBH Director, or designee. CONTRACTOR shall disclose all
28 sources of revenue to COUNTY. Under no circumstances shall COUNTY funded staff time be used

1 for fund-raising purposes.

2 **5. INVOICING**

3 CONTRACTOR shall invoice COUNTY in arrears by the twentieth (20th) of each month
4 via electronic mail (email) for actual services rendered in the previous month, to:

5 www.sas@co.fresno.ca.us

6 Invoices shall be accompanied by a monthly financial expenditure report, further
7 described in Paragraph Twelve of this Agreement. CONTRACTOR shall also submit quarterly Units
8 of Services reports and a quarterly Prevention Activities Data (PADS) reports during the term of this
9 Agreement that shall document actual services rendered and invoiced expenditures supporting such
10 services. All invoices and reports shall be in a form and in such detail as acceptable to COUNTY's
11 Financial Services Officer. No reimbursement for services shall be made until the invoices are reports,
12 as appropriate, are received, reviewed and approved by COUNTY's DBH.

13 If an invoice or report is incorrect or is otherwise not in proper form or substance,
14 COUNTY shall have the right to withhold payment as to only that portion of the invoice or report that
15 is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to
16 continue to provide services for a period of ninety (90) days after notification of an incorrect or
17 improper invoice. If after said ninety (90) day period the invoice(s) or report(s) is still not corrected to
18 COUNTY's satisfaction, COUNTY may elect to terminate this Agreement, pursuant to the
19 termination provisions stated in Paragraph Three (3) of this Agreement. In addition, CONTRACTOR
20 shall submit all invoices to COUNTY's DBH SAS for services provided within ninety (90) days after
21 each Agreement term expires or this Agreement is terminated. If invoices are not submitted within
22 ninety (90) days after each Agreement term expiration or Agreement termination, COUNTY's DBH
23 shall have the right to deny payment on such invoices.

24 **6. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by CONTRACTOR under
26 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
27 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
28 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,

1 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no
2 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
3 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
4 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
5 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
6 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
7 directly or indirectly the subject of this Agreement.

8 Because of its status as an independent contractor, CONTRACTOR shall have
9 absolutely no right to employment rights and benefits available to COUNTY employees.
10 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
11 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
12 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
13 including compliance with Social Security, withholding, and all other regulations governing such
14 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
15 providing services to others unrelated to COUNTY or to this Agreement.

16 **7. CONFLICT OF INTEREST**

17 No officer, agent, or employee of the COUNTY who exercises any function or
18 responsibility for planning and carrying out the services provided under this Agreement shall have any
19 direct or indirect personal financial interest in this Agreement. In addition, no employee of the
20 COUNTY shall be employed by CONTRACTOR to fulfill any contractual obligations with
21 COUNTY. The CONTRACTOR shall also comply with all Federal, State of California, and local
22 conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and
23 beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

24 **8. MODIFICATION**

25 Any matters of this Agreement may be modified from time to time by the written
26 consent of all the parties without, in any way, affecting the remainder.

27 However, changes to line items in the budget, attached hereto as Exhibit B, and minor
28 changes as determined by COUNTY's DBH Director or designee may be made with the written

1 approval of COUNTY's DBH Director, or designee and CONTRACTOR. Minor changes include, but
2 are not limited to changes that will not significantly alter the services identified in Paragraph One (1),
3 Exhibit A1 and A2, and changes in addresses to which notices or invoices are to be sent. Any changes
4 to the services or budget line items shall not result in an increase to the maximum compensation.

5 **9. NON-ASSIGNMENT**

6 Neither party shall assign or transfer this Agreement nor their rights or duties under this
7 Agreement without the prior written consent of the other party.

8 **10. HOLD-HARMLESS**

9 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
10 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
11 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
12 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
13 agents or employees under this Agreement, and from any and all costs and expenses, including
14 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
15 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
16 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
17 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit
18 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

19 **11. INSURANCE**

20 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
21 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
22 following insurance policies throughout the term of this Agreement:

23 A. **Commercial General Liability**

24 Commercial General Liability Insurance with limits of not less than One Million
25 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
26 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
27 COUNTY may require specific coverage including completed operations,
28 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of this Agreement.

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits for bodily injury of
3 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
4 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
5 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
6 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
7 should include owned and non-owned vehicles used in connection with this
8 Agreement.

9 C. Professional Liability

10 If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N.,
11 L.C.S.W., M.F.T.) in providing services, Professional Liability Insurance with
12 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
13 Million Dollars (\$3,000,000) annual aggregate.

14 D. Worker's Compensation

15 A policy of Worker's Compensation Insurance as may be required by the
16 California Labor Code.

17 CONTRACTOR shall obtain endorsements to the Commercial General Liability
18 insurance naming the County of Fresno, its officers, agents, and employees, individually and
19 collectively, as additional insured, but only insofar as the operations under this Agreement are
20 concerned. Such coverage for additional insured shall apply as primary insurance and any other
21 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
22 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
23 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
24 written notice given to COUNTY.

25 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
26 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, 515 S. Cedar Avenue, Fresno
28 California, 93702, Attention: Substance Abuse Services, stating that such insurance coverages have
29 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
30 not be responsible for any premiums on the policies; that such Commercial General Liability
31 insurance names the County of Fresno, its officers, agents and employees, individually and

collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

12. RECORDS

A. Record Establishment and Maintenance - CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by COUNTY with respect to all matters covered by this Agreement. Records of unemancipated minors shall be retained at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than the retention requirement for other records. Except as otherwise authorized by COUNTY, CONTRACTOR shall retain all other records for a period of five (5) years after receiving the final payment under this Agreement or the earlier termination of this Agreement, or until State of California and/or Federal audit findings applicable to such services are resolved, whichever is later.

B. Documentation - CONTRACTOR shall maintain adequate records of services provided by CONTRACTOR's staff in sufficient detail to make possible an evaluation of services. All records shall contain all the data necessary in reporting to the State of California. All records shall be maintained pursuant to applicable State of California and Federal requirements concerning confidentiality.

C. Reports - CONTRACTOR shall submit to COUNTY monthly fiscal reports within twenty (20) days of the end of each month. CONTRACTOR shall also submit quarterly PADS

1 reports, quarterly Units of Service reports and an annual outcome evaluation report on or before the
2 fifteenth (15th) of June during each term of this Agreement. CONTRACTOR shall submit a complete
3 and accurate year-end cost report for each fiscal year (July through June) affected by this Agreement,
4 no later than forty-five (45) days following the end of each fiscal year affected by this Agreement. If
5 the cost report indicates an amount due to COUNTY, CONTRACTOR shall submit payment with the
6 report. If an amount is due to CONTRACTOR, COUNTY shall reimburse CONTRACTOR within
7 forty-five (45) days of receiving and accepting the year-end cost report. CONTRACTOR shall also
8 furnish to COUNTY such statements, records, reports, data, and information as COUNTY may
9 request pertaining to matters covered by this Agreement.

10 CONTRACTOR shall submit applicable reports via electronic mail (e-mail) to:

11 sas@co.fresno.ca.us

12 D. Suspension of Compensation - In the event that CONTRACTOR fails to
13 provide reports specified in this Agreement, it shall be deemed sufficient cause for COUNTY to
14 withhold payments until there is compliance.

15 E. Client Confidentiality - CONTRACTOR shall conform to and COUNTY shall
16 monitor compliance with all State of California and Federal statutes and regulations regarding
17 confidentiality, including but not limited to confidentiality of information requirements at 42 Code of
18 Federal Regulations § 2.1 *et seq.*, California Welfare and Institutions Code §§ 5328, 10850 and
19 14100.2, Health and Safety Code §§ 11977 and 11812 Civil Code, Division 1, Part 2.6, 22 California
20 Code of Regulations § 51009.

21 **13. SUBCONTRACTS**

22 CONTRACTOR shall be required to assume full responsibility for all services and
23 activities covered by this Agreement, whether or not CONTRACTOR is providing services directly.
24 Further, COUNTY shall consider CONTRACTOR to be the sole point of contact with regard to
25 contractual matters, including payment of any and all charges resulting from this Agreement.

26 If CONTRACTOR should propose to subcontract with one or more third parties to carry
27 out a portion of services covered by this Agreement, any such subcontract shall be in writing and
28 approved as to form and content by COUNTY's DBH Director, or designee prior to execution and

1 implementation. COUNTY's DBH Director, or designee, shall have the right to reject any such
2 proposed subcontract. Any such subcontract together with all activities by or caused by
3 CONTRACTOR shall not require compensation greater than the total budget contained herein. An
4 executed copy of any such subcontract shall be received by COUNTY before any implementation and
5 shall be retained by COUNTY. CONTRACTOR shall be responsible to COUNTY for the proper
6 performance of any subcontract. Any subcontractor shall be subject to the same terms and conditions
7 that CONTRACTOR is subject to under this Agreement.

8 **14. LICENSES**

9 CONTRACTOR shall throughout each term of this Agreement, maintain all necessary
10 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the
11 services hereunder and required by the laws and regulations of the United States, State of California,
12 COUNTY and any other applicable governmental agencies. CONTRACTOR shall notify COUNTY
13 immediately in writing of its inability to obtain or maintain all necessary licenses, permits, approvals,
14 certificates, waivers and exemptions, irrespective of the pendency of any appeal related thereto.
15 Additionally, CONTRACTOR shall comply with all other applicable laws, rules or regulations, as any
16 may now exist or be hereafter changed.

17 **15. CONFIDENTIALITY**

18 All services performed by CONTRACTOR under this Agreement shall be in strict
19 conformance with all applicable Federal, State of California and/or local laws and regulations relating
20 to confidentiality, including but not limited to, California Civil Code section 56 *et seq.*, California
21 Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections
22 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal
23 Regulations, sections 2.1 *et seq.* CONTRACTOR shall submit to COUNTY's monitoring of said
24 compliance with all State of California and Federal statutes and regulations regarding confidentiality.
25 CONTRACTOR shall submit to COUNTY's monitoring of said compliance with all State of
26 California and Federal statutes and regulations regarding confidentiality. CONTRACTOR shall
27 ensure that no list of persons receiving services under this contract is published, disclosed, or used for
28 any other purpose except for the direct administration of the program or other uses authorized by law

1 that are not in conflict with requirements for confidentiality

2 **16. DISCRIMINATION**

3 A. Eligibility for Services - CONTRACTOR shall prepare, prominently post in its
4 facility, and make available to COUNTY's DBH Director, or designee and to the public all eligibility
5 requirements to participate in the program funded under this Agreement. CONTRACTOR shall not
6 unlawfully discriminate in the provision of services because of race, color, creed, national origin,
7 gender, age, or physical or mental disability as provided by State of California and Federal law in
8 accordance with Title IV of the Civil Rights Act of 1964 (42 USC section 2000(d)); Age
9 Discrimination Act of 1975 (42 USC section 1681); Rehabilitation Act of 1973 (29 USC section 794);
10 Education Amendments of 1972 (20 USC section 1681); Americans with Disabilities Act of 1990 (42
11 USC section 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair
12 Employment and Housing Act (California Government Code section 12900); and regulations
13 promulgated thereunder (Title 2, CCR, section 7285.0); Title 2, Division 3, Article 9.5 of the
14 California Government Code commencing with section 11135; and Title 9, Division 4, Chapter 6 of
15 the California Code of Regulations commencing with section 10800.

16 B. Equal Opportunity - CONTRACTOR shall comply with California Government
17 Code, section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters
18 related to the development, implementation, and maintenance of a nondiscrimination program.
19 CONTRACTOR shall not discriminate against any employee or applicant for employment because of
20 race, religion, color, national origin, physical or mental disability, marital status, gender, or age. Such
21 practices include retirement, recruitment, advertising, hiring, layoff, termination, upgrading, demotion,
22 transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions
23 of employment. CONTRACTOR agrees to post in conspicuous places, notices available to all
24 employees and applicants for employment setting forth the provisions of the Equal Opportunity Act
25 (42 USC section 2000(e)) in conformance with Federal Executive Order No. 11246. CONTRACTOR
26 agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC section 794).

27 C. Suspension of Compensation - If an allegation of discrimination occurs,
28 COUNTY may withhold all further funds, until CONTRACTOR can show by clear and convincing

evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism - Except by consent of COUNTY's DBH Director, or designee no person shall be employed by CONTRACTOR who is related by blood or marriage to or who is a member of the Board of Directors or an officer of CONTRACTOR.

E. New Facilities and Disability Access - New facilities shall be wheelchair accessible and provide access to the disabled, consistent with Title 9, California Code of Regulations, section 10820. If a new facility will be utilized, a plan ensuring accessibility to the disabled must be developed. COUNTY shall assess, monitor, and document CONTRACTOR's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability and that CONTRACTOR has provided a facility accessible to the physically disabled.

17. EVALUATION

COUNTY's DBH Director, or designee, shall monitor and evaluate the performance of CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement. CONTRACTOR shall participate in the evaluation of the program at least annually or more frequently at the discretion of COUNTY's DBH SAS.

18. COMPLIANCE WITH LAWS/POLICIES

CONTRACTOR shall comply with all applicable rules and regulations set forth in Titles 9 and 22 of the California Code of Regulations, and California Health and Safety Code section 11750 *et seq.* CONTRACTOR shall comply with any other Federal and State of California laws or guidelines applicable to CONTRACTOR's performance under this Agreement or any local ordinances, regulations, or policies applicable. Such provisions include, but are not restricted to:

A. CONTRACTOR agrees to limit administrative cost to a maximum of fifteen percent (15%) of the total program budget for those employees working under this Agreement during each term of this Agreement. Failure to conform to this provision will be grounds for contract termination at the option of COUNTY.

1 B. CONTRACTOR shall submit accurate, complete and timely claims and cost
2 reports, reporting only allowable costs.

3 C. CONTRACTOR shall comply with statistical reporting and program evaluation
4 systems as provided in State of California regulations and in this Agreement.

5 **19. COMPLIANCE WITH STATE REQUIREMENTS**

6 CONTRACTOR recognizes that COUNTY operates its alcohol and drug program under
7 an agreement with the State of California Department of Alcohol and Drug Programs, and that under
8 said agreement the State of California imposes certain requirements on COUNTY and its
9 subcontractors. CONTRACTOR shall adhere to all State of California requirements, including those
10 identified as Exhibit C, attached hereto and by this reference incorporated herein.

11 **20. COMPLIANCE WITH FEDERAL REQUIREMENTS**

12 CONTRACTOR recognizes that COUNTY operates its alcohol and drug program with
13 use of Federal funds, and that the use of these funds imposes certain requirements on COUNTY and
14 its subcontractors. CONTRACTOR shall adhere to all Federal requirements, including those
15 identified as Exhibit D, attached hereto and by this reference incorporated herein.

16 **21. PROPERTY OF COUNTY**

17 CONTRACTOR shall submit purchase invoices, for the purchase of any fixed assets,
18 with their monthly invoices. All purchases over Five Thousand and No/100 Dollars (\$5,000.00) and
19 certain purchases under Five Thousand and No/100 Dollars (\$5,000.00) such as fans, calculators,
20 cameras, VCRs, DVDs and other sensitive items as determined by COUNTY's Department of
21 Behavioral Health Director, or designee, made during the life of this Agreement shall be identified as
22 fixed assets with an assigned COUNTY Accounting Inventory Number. These fixed assets shall be
23 retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon
24 expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all
25 COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY's
26 possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for
27 returning to COUNTY all COUNTY owned fixed assets, or the monetary value of said fixed assets if
28 unable to produce the fixed assets at the expiration or termination of this Agreement.

1 **22. DRUG-FREE WORKPLACE**

2 CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act
3 of 1990 (California Government Code section 8350 *et seq.*).

4 **23. CONTROL REQUIREMENTS**

5 Performance under this Agreement is subject to all applicable Federal and State of
6 California laws, regulations and standards. In accepting the State of California drug and alcohol
7 combined program allocation pursuant to California Health and Safety Code section 11757,
8 CONTRACTOR shall establish written accounting procedures consistent with applicable Federal and
9 State of California laws, regulations and standards, and shall be held accountable for audit exceptions
10 taken by the State of California or COUNTY for failure to comply with these requirements. These
11 requirements include, but may not be limited to, those set forth in Exhibit C and Exhibit D to this
12 Agreement, and:

- 13 A. Division 10.5 of the California Health and Safety Code;
- 14 B. California Government Code sections 16366.1 through 16367.9 and 53130
15 through 53138;
- 16 C. Title 9, Division 4 of the California Code of Regulations;
- 17 D. 42 United States Code (U.S.C.) section 300x-5;
- 18 E. 31 U.S.C. sections 7501-7507 (Single Audit Act of 1984; Single Audit Act
19 Amendments of 1996);
- 20 F. Office of Management and Budget (OMB) Circular A-133 (Audits of States,
21 Local Governments and Non-Profit Organizations);
- 22 G. Title 45, Part 96, Subparts B, C and L of the Code of Federal Regulations (Block
23 Grants).

24 As indicated in Exhibit D, CONTRACTOR shall submit if applicable, a copy of its
25 single audit report and management letter, performed in accordance to the Single Audit Act of 1984
26 (31 USC section 7502) and subject to the terms of OMB A-133 to the County of Fresno. A single
27 audit report is not applicable if all of CONTRACTOR's federal contracts do not exceed \$500,000 or
28 CONTRACTOR's only funding is through Drug related Medi-Cal. If a single audit is not applicable,

1 a program audit must be performed and a program audit report with management letter shall be
2 submitted. Such audit report shall be delivered to COUNTY's Accounting Office for review no later
3 than nine (9) months after the close of the subrecipient's fiscal year in which the funds supplied
4 through this Agreement are expended. Failure to comply with this Act may result in COUNTY
5 performing the necessary audit tasks or contracting with a qualified accountant to perform the audit.
6 All audit cost related to this Agreement are the sole responsibility of CONTRACTOR who agrees to
7 take corrective action to eliminate any material noncompliance or weakness found as a result of such
8 audit. Audit work performed by COUNTY under this paragraph shall be billed to CONTRACTOR at
9 COUNTY's cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector. To
10 maintain the integrity of the audits, CONTRACTOR is required to change its auditor (Certified Public
11 Accountant) at least every three (3) years.

12 **24. LIMITED ENGLISH PROFICIENCY**

13 CONTRACTOR shall provide interpreting and translation services to persons
14 participating in CONTRACTOR's services who have limited or no English language proficiency,
15 including services to persons who are deaf or blind. Interpreter and translation services shall be
16 provided as necessary to allow such participants meaningful access to the programs, services and
17 benefits provided by CONTRACTOR. Interpreter and translation services, including translation of
18 CONTRACTOR's "vital documents" (those documents that contain information that is critical for
19 accessing CONTRACTOR's services or are required by law) shall be provided to participants at no
20 cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or
21 partners who interpret or translate for a program participant, or who directly communicate with a
22 program participant in a language other than English, demonstrate proficiency in the participant's
23 language and can effectively communicate any specialized terms and concepts peculiar to
24 CONTRACTOR's services.

25 **25. AUDITS AND INSPECTIONS**

26 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
27 deem necessary, make available to COUNTY for examination all of its records and data with respect
28 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit

COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General for a period of three (3) years after final payment under contract (California Government Code section 8546.7).

Notwithstanding the term provisions stated in Paragraph Two (2) of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any audit and/or inspections including, but not limited to, actual costs incurred and the payment of any expenditures disallowed by either COUNTY, State of California or Federal governmental entities, including any assessed interest and penalties.

26. NOTICES

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY

CONTRACTOR

Director, Fresno County
Department of Behavioral
Health
4441 E. Kings Canyon Road
Fresno, CA 93702

Executive Director
Fresno County Economic Opportunities
Commission
1920 Mariposa Mall, Suite 300
Fresno, CA 93721

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement, or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party. Within fourteen (14) days of any change in administrative and/or management staff positions including, but not limited to changes to, the Board of Directors, Executive Director, Clinical Director, Program Manager and/or Program Coordinators, CONTRACTOR shall notify COUNTY in writing of that change.

1 **27. GOVERNING LAW**

2 The parties agree, that for the purposes of venue, performance under this Agreement is
3 to be in Fresno County, California.

4 The rights and obligations of the parties and all interpretation and performance of this
5 Agreement shall be governed in all respects by the laws of the State of California.

6 **28. ENTIRE AGREEMENT**

7 This Agreement, including all Exhibits and COUNTY's RFP No. 952-4173, constitutes
8 the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof
9 and supersedes all previous agreement negotiations, proposals, commitments, writings,
10 advertisements, publications, and understandings of any nature whatsoever unless expressly included
11 in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of
2 the day and year first hereinabove written.

3 ATTEST:

4 **CONTRACTOR:**
5 **FRESNO COUNTY ECONOMIC**
6 **OPPORTUNITIES COMMISSION, INC.**

COUNTY OF FRESNO

7 By _____

By _____
Chairperson, Board of Supervisors

8
9 Print Name: _____

10 Title: _____
11 Chairman of the Board, or
12 President, or any Vice President

Date: _____

13 Date: _____

BERNICE E. SEIDEL, Clerk
Board of Supervisors

14
15 By _____

By _____

16 Print Name: _____

Date: _____

17 Title: _____

18 Secretary (of Corporation), or
19 any Assistant Secretary, or
20 Chief Financial Officer, or
any Assistant Treasurer

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

21 Date: _____

22
23 Mailing Address:
24 1920 Mariposa Mall, Suite 300
25 Fresno, CA 93721
26 Phone No.: (559) 263-1027
27 Contact: Executive Director
28

APPROVED AS TO LEGAL FORM:

1 DENNIS A. MARSHALL, COUNTY COUNSEL

2
3 By _____

Date: _____

4 APPROVED AS TO ACCOUNTING FORM:
5 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
6 TREASURER-TAX COLLECTOR

7
8 By _____

Date: _____

9 REVIEWED AND RECOMMENDED FOR
10 APPROVAL:

11
12 By _____

Date: _____

13 Giang T. Nguyen, RN, MSN, Director
14 Department of Behavioral Health

15
16
17
18
19 Fund/Subclass: 0001/10000

20 Organization: 56022081

FY 05-06

FY 06-07 & 07-08

(\$162,500)

(\$325,000.00)

21 Account/Program: 7294/0
22
23
24
25

26 vcu
27 0147dbh
28

FEDERAL ALCOHOL AND DRUG REQUIREMENTS

1. SINGLE AUDIT CLAUSE

CONTRACTOR shall submit, if applicable, a copy of its single audit report and management letter, performed in accordance to the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of OMB A-133 to the County of Fresno. A single audit report is not applicable if all the CONTRACTOR's Federal contracts do not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) or the CONTRACTOR's only funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter will be required to be submitted. Such audit report shall be delivered to the COUNTY's Department of Behavioral Health Accounting Office for review no later than nine (9) months after the close of the subrecipient's fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in the COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material non-compliance or weakness found as a result of such audit. Audit work performed by the COUNTY under this paragraph shall be billed to the CONTRACTOR at COUNTY cost as determined by the COUNTY Auditor-Controller/Treasurer-Tax Collector. To maintain the integrity of the audits, the CONTRACTOR is required to change their auditor (Certified Public Accountant) at least every three (3) years – (This last clause – need further Counsel review).

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as the “prospective recipient”.
- B. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities.
 - 1) The prospective recipient of Federal assistance funds certified by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2) The prospective recipient of funds agrees by entering into this

Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

- 3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- 4) The prospective recipient shall provide immediate written notice to COUNTY if at any time prospective recipient learns that its certification in Paragraph Two (2) of this Exhibit was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to Paragraph Two (2) of this Exhibit and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

- 5) The certification in Paragraph Two (2) of this Exhibit is a material representation of fact upon which COUNTY relied in entering into this Agreement.

3. AUDIT

CONTRACTOR shall grant the COUNTY, State of California (if applicable), the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. The CONTRACTOR must retain all such required records for three (3) years after COUNTY makes final payment and all other pending matters are closed.

4. CLEAN AIR AND WATER

In the event the funding under this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq.*; the Clean Water Act contained in 33 U.S. Code 1368 *et seq.*; and any standards, laws, and

regulations promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

- A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;
- B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;
- C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and
- D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

5. ENERGY EFFICIENCY

CONTRACTOR shall recognize the mandatory standard and policies relating to energy efficiency in the State Energy Conservation Plan as required by the United States Energy Policy and Conservation Act (42 U.S.C. section 6201, *et seq*).

6. REPORTING REQUIREMENTS, COPYRIGHT AND PATENTS

The awarding agency's reporting requirements are stated in this Agreement. The awarding agency's requirements and regulations pertaining to copyright and rights in data, and patent rights with respect to any discovery or invention which arise or is developed in the course of or under this Agreement (if any), are likewise stated in this Agreement.

7. NON-DISCRIMINATION PROVISION

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to

discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, gender, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

C. Suspension of Compensation

If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

D. Nepotism

Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.