



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-18010436  
FOR  
TOBACCO USE PREVENTION SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-18010436 for Tobacco Use Prevention Services is made and entered into on July 1, 2021 (“Effective Date”) between National Council on Alcoholism and Drug Dependence – Orange County (“Contractor”), with a place of business at 21068 Bake Parkway, Lake Forest, CA 92630, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-18010436 for Tobacco Use Prevention Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$1,800,000 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$460,000 for the renewal period, to amend specific terms and conditions in the Contract, and to replace Exhibit A of the Contract with Exhibit A-1; and

WHEREAS, the Parties executed Amendment No. 2, effective October 26, 2020, to amend the service delivery methods in Exhibit A-1 of the Contract due to impacts imposed by COVID-19; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$460,000 for the renewal period, for County to continue receiving and Contractor to continue providing the services set forth in the Contract, and to replace Exhibit A-1 of the Contract with Exhibit A-2.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one year, effective July 1 2021 through June 30, 2022, in an amount not to exceed \$460,000 for this renewal period, for a new cumulative not to exceed amount of \$2,720,000; on the amended terms and conditions.
2. Exhibit A-1 of the Contract is deleted in its entirety and replaced with the following Exhibit A-2:

**“EXHIBIT A-2**

**TO CONTRACT FOR PROVISION OF TOBACCO USE PREVENTION SERVICES  
BETWEEN COUNTY OF ORANGE  
AND**

**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY,  
JULY 1, 2021 THROUGH JUNE 30, 2022**

**I. SERVICE AREA IDENTIFICATION**

A. CENTRAL REGION

1. CONTRACTOR agrees to provide Tobacco Use Prevention Services in the Newport-Mesa Unified School District, focusing on two (2) middle schools, two (2) high schools, and alternative schools.

B. SOUTH REGION

2. CONTRACTOR agrees to provide Tobacco Use Prevention Services in the Capistrano Unified School District, focusing on one (1) middle school, one (1) high school, and alternative schools.

**II. BUDGET**

A. The following budget is per period for the provision of Tobacco Use Prevention Services in both Central and South Regions and is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	FY 2021-2022
<b>ADMINISTRATIVE</b>	
Salaries	\$ 35,124
Benefits	7,376
Services and Supplies	<u>11,158</u>
<b>SUBTOTAL ADMINISTRATIVE COST</b>	<b>\$ 53,658</b>
 <b>PROGRAM</b>	
Salaries	\$197,978
Benefits	41,576
Services and Supplies	120,795
Subcontractors	<u>45,993</u>
<b>SUBTOTAL PROGRAM COST</b>	<b>\$406,342</b>
<b>TOTAL COST</b>	<b>\$460,000</b>
 <b>REVENUE</b>	
TSR	<u>\$460,000</u>
<b>TOTAL REVENUE</b>	<b>\$460,000</b>

MAXIMUM OBLIGATION

\$460,000

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR shall be responsible for the development and implementation of an evaluation subcontract using criteria developed by HCA/TUPP. Ten percent (10%) of the total requested funding must be applied to evaluation services. The evaluator chosen shall be a subcontracted professional evaluator or a staff member experienced in comprehensive evaluation methodology, or a combination of both.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-2 to the Agreement.

### III. DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions that, for convenience, are set forth elsewhere in this Agreement.

1. Action Plan means a plan that clearly describes how performance outcomes will be achieved. The Action Plan includes, at minimum, performance outcomes, strategies, activities and evaluation; it documents strategies and action steps that will be used to create change in any identified issues area.

2. TUPP Provider Manual means the manual developed by ADMINISTRATOR to describe the specific services to be performed by CONTRACTOR. The TUPP Provider Manual provides guidance, goals, objectives, terminology, and evaluation components.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Definitions Paragraph of this Exhibit A-2 to the Agreement.

### IV. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing services described hereunder, less revenues which are actually received by CONTRACTOR. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed COUNTY's Total Maximum Obligation and, provided

further, CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month in which the interim payment amount specified above has not been fully paid.

1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and Revenue Report, which shall have other information including but not limited to, staffing, units of service, and any other information requested by ADMINISTRATOR, as specified in the Reports Paragraph of this Exhibit A-2 to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and include such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar day of each month and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services provided.

D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-2 to the Agreement.

## **V. REPORTS**

### **A. FISCAL**

1. Expenditure-Revenue Report – CONTRACTOR shall submit Expenditure and Revenue Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR and shall report actual costs and revenue for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A-2 to the Agreement. These reports are due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month being reported.

2. Year-End Projection Reports – CONTRACTOR shall provide monthly, year-end projections that shall include year-to-date actual costs and revenues, and anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-2 to the Agreement, and shall be on a form approved or provided by ADMINISTRATOR. Year-End Projection Reports will be submitted in conjunction with the monthly Expenditure and Revenue Reports and are due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month being reported.

3. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR and shall, at a minimum include actual hours worked by each staff member. These reports are due to ADMINISTRATOR by twentieth (20th) calendar day of each month following the end of the month being reported and are to be submitted in conjunction with the monthly Expenditure and Revenue and Year-End Projection Reports.

#### B. PROGRAMMATIC

1. CUMULATIVE PROGRAMMATIC REPORTS – CONTRACTOR shall submit quarterly cumulative programmatic reports to ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR. The final programmatic report shall include a process evaluation that shall contain, but not be limited to, an analysis of the effectiveness of strategies used in conducting outreach and tobacco use prevention activities, the overall effectiveness of the program, and changes/recommendations for future projects. The due dates for these reports are identified in the TUPP Provider Manual.

2. MONTHLY NARRATIVE REPORTS – CONTRACTOR shall submit a monthly narrative report documenting progress toward project performance outcomes set forth in the TUPP Provider Manual, project successes, and plans for the following month. These reports are due to ADMINISTRATOR by the fifth (5th) calendar day of each month following the end of the month being reported. CONTRACTOR shall use the monthly Tobacco Settlement Revenue narrative format provided by ADMINISTRATOR. The first monthly narrative report is due to ADMINISTRATOR by August 5, 2020.

C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. These reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR shall be specific as to the nature of the information requested and, when possible, shall allow thirty (30) calendar days for CONTRACTOR to respond.

D. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and services provided pursuant to this Agreement. CONTRACTOR shall review the reasonableness and accuracy of information prior to making any recommendation or incorporating such data into any report required hereunder.

E. All reports, drawings, specifications, data, and other incidental work or materials furnished by CONTRACTOR hereunder shall become and remain the property of COUNTY and may be used by COUNTY as it may require, without any additional cost to COUNTY.

F. CONTRACTOR shall not use reports produced as the result of providing Tobacco Use Prevention Services or data obtained for the purpose of producing such reports without the express written consent of ADMINISTRATOR. All reports shall indicate that the County of Orange Health Care Agency – Tobacco Use Prevention Program funds CONTRACTOR's services.

G. EVALUATION TOOLS - ADMINISTRATOR shall provide all evaluation tools to CONTRACTOR and train CONTRACTOR staff on protocols for implementation of evaluation tools.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-2 to the Agreement.

## **VI. SERVICES**

A. CONTRACTOR shall provide Tobacco Use Prevention Services in accordance with this Exhibit A-2 to the Agreement, and in support of the COUNTY's Tobacco Use Prevention plan and goals as defined in the TUPP Provider Manual provided by ADMINISTRATOR. ADMINISTRATOR reserves the right to revise and update the TUPP Provider Manual as needed. ADMINISTRATOR shall notify CONTRACTOR of changes to the TUPP Provider Manual within three (3) business days of said changes.

### **B. CENTRAL REGION**

#### **1. Performance Objectives – FISCAL YEAR 2021 - 2022**

CONTRACTOR shall meet the following performance objectives and complete the detailed activities specified in the TUPP Provider Manual for prevention services by June 30, 2022:

a. Conduct virtual and/or classroom tobacco/vape educational presentations to a minimum of two hundred (200) students in two (2) high schools and to two hundred (200) students in each of the two (2) feeder middle schools for a total of four hundred (400) high school students and four hundred (400) middle school students in the target catchment area.

b. Facilitate a total of eight (8) activities in schools, online and/or in the community within the target catchment area.

c. Develop an educational material, such as an infographic or booklet, that includes the attempted purchase data findings from the previous three years, and share/disseminate material within targeted catchment area to groups such as local law enforcement, parents, and school staff.

d. In collaboration with local law enforcement merchant education will be conducted with the retailers in the catchment area to provide information on the laws governing the sale and advertising of traditional and non-traditional tobacco products, and the new requirements from the five tobacco control bills signed into California law in 2016.

e. Create a training toolkit and disseminate it to tobacco and vape retailers either in person, adhering to COVID-19 safety guidelines and/or through other means, in the school catchment area to help them train their employees and stay compliant with tobacco laws.

f. In collaboration with the Orange County Health Care Agency/Tobacco Use Prevention Program and other providers, utilize existing media campaign(s) to increase awareness about social sources of vaping among youth and adults.

g. Conduct a minimum of two (2) vaping prevention outreach activities to parent groups in the catchment area.

### **C. SOUTH REGION**

## 1. Performance Objectives – FISCAL YEAR 2021 - 2022

CONTRACTOR shall meet the following performance objectives and complete the detailed activities specified in the TUPP Provider Manual for prevention services by June 30, 2022:

a. Conduct virtual and/or classroom tobacco/vape prevention educational presentations to a minimum of four hundred (400) students in one (1) high school in the catchment area and to four hundred (400) students in one feeder middle school for a total of eight hundred (800) high school and middle school students in the target catchment area.

b. Facilitate a total of eight (8) activities in schools, online and/or in the community within the target catchment area.

c. Develop an educational material, such as an infographic or booklet, that includes the attempted purchase data findings from the previous three years, and share/disseminate material within targeted catchment area to groups such as local law enforcement, parents, and school staff.

d. In collaboration with local law enforcement and youth volunteers, merchant education will be conducted with the previously surveyed ("Attempted Buys") retailers in the catchment area to provide information on the laws governing the sale and advertising of traditional and non-traditional tobacco products, and the new requirements from the five tobacco control bills signed into California law in 2016.

e. Create a training toolkit and disseminate it to tobacco and vape retailers either in person, adhering to COVID-19 safety guidelines and/or through virtual means, in the school catchment area to help them train their employees and stay compliant with tobacco laws.

f. In collaboration with the Orange County Health Care Agency/Tobacco Use Prevention Program, and other providers, utilize existing media campaigns(s) and conduct community outreach activities to increase awareness about social sources of vaping among youth and adults.

g. Conduct a minimum of two (2) vaping prevention outreach activities to parent groups in the catchment area.

### D. MEETINGS

1. CONTRACTOR and ADMINISTRATOR shall meet at least once a month to discuss program and strategic issues. ADMINISTRATOR and CONTRACTOR shall agree to the meeting dates in writing.

2. CONTRACTOR shall invite ADMINISTRATOR to all regional meetings scheduled by CONTRACTOR.

3. CONTRACTOR's Executive Director, Project Coordinator, or designee who has authority to make decisions, shall participate in meetings related to the provision of services pursuant to this Agreement, when requested by ADMINISTRATOR.

### E. PATENTS AND COPYRIGHT MATERIALS

1. Unless otherwise expressly provided in this Agreement, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement.

2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced,

developed, or delivered as part of this Agreement, whether or not published, which can be considered "works made for hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that the copyright to any and all such works made for hire under this Agreement, whether published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to use, reproduce, and disseminate all such material.

3. CONTRACTOR agrees and does hereby grant to COUNTY for all purposes a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative works, to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of any work, data or material in any manner, which is created, produced, developed, or delivered as part of this Agreement, but which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall have authority to grant such license to others.

4. CONTRACTOR agrees that if CONTRACTOR enters into any agreements with other parties to perform the work required under this Agreement, that CONTRACTOR shall require that each agreement include clauses granting COUNTY:

a. A copyright interest in any works created, produced, developed, or delivered as "works made for hire," and

b. A royalty-free, non-exclusive, and irrevocable license throughout the world to reproduce, to prepare derivative works, to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of "works made for hire" or, any work, data or material "not made for hire" under this Agreement.

F. CONTRACTOR shall collaborate with tobacco use prevention providers funded by COUNTY to promote the activities and services described within this Agreement.

G. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of any issue(s) or concern(s) related to the provision of services pursuant to this Agreement and may request a plan of corrective action. Corrective action plans may address, but are not limited to performance outcomes, preventative strategies, and/or action plans. CONTRACTOR shall submit a written plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR. CONTRACTOR may request in advance and in writing, an extension to the due date for a corrective action plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

I. SOCIAL MEDIA - If a project related to social media is to be used, CONTRACTOR shall develop necessary policies and procedures and keep them on file.

J. CONTRACTOR agrees to comply with the terms and requirements as directed in the Cessation/Prevention Provider Manual.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-2 to the Agreement.



## VII. STAFFING

A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and maintaining administrative and program staff who have the requisite qualifications and experience to provide tobacco use prevention services under this Agreement.

B. CONTRACTOR shall perform a pre-employment screening of any person who will provide services pursuant to this Agreement. All staff, including volunteers and interns, shall meet the following requirements prior to providing any service pursuant to this Agreement:

1. No person, within the preceding two (2) years, shall have been convicted of any criminal offense other than a traffic violation.

2. No person, within the preceding two (2) years, shall have been found guilty of any crime related to the use of drugs or alcohol.

3. No person, at any time, shall have been found guilty of any crime involving moral turpitude by a court of law.

4. No person shall be on parole or probation.

C. All individuals working directly with youth must submit fingerprints and pass a background check, prior to providing services pursuant to this Agreement. CONTRACTOR shall submit to ADMINISTRATOR copies of the results for each individual that has successfully passed the background check. CONTRACTOR shall keep copies for its records.

D. All individuals working directly with youth shall obtain an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing, prior to assuming a paid or volunteer position to supervise, direct, or coach a pupil activity program sponsored by or affiliated with a school district. The application to obtain a certificate is available at the Commission on Teacher Credentialing website at <http://www.ctc.ca.gov/credentials/apply.html>. CONTRACTOR shall submit to ADMINISTRATOR copies of the certificates for each individual who has successfully obtained an Activity Supervisor Clearance Certificate. Contractor shall keep copies for its records.

E. Separate from the Code of Conduct specified in the Compliance Paragraph of this Agreement, CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors, volunteers, interns, and the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-participant relationships; prohibition of sexual conduct with participants; and conflict of interest. Prior to providing any services pursuant to this Agreement, all employees, subcontractors, volunteers, interns, and the Board of Directors shall agree in writing to maintain the standards set forth in the Code of Conduct.

F. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for and sensitivity to persons who are physically challenged.

G. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in Full-Time Equivalents (FTEs) per region, which shall be equal to an average of forty (40) hours of work per week:

<u>POSITION</u>	<u>CENTRAL FTEs</u>	<u>SOUTH FTEs</u>
ADMINISTRATIVE		
Chief Executive Officer	0.08	0.08
Financial Director	<u>0.12</u>	<u>0.12</u>
SUBTOTAL ADMINISTRATIVE FTEs	0.20	0.20
PROGRAM ADMIN		
Program Director	<u>0.10</u>	<u>0.10</u>
SUBTOTAL PROGRAM ADMIN FTEs	0.10	0.10
PROGRAM		
Program Director	0.20	0.20
Health Educator	0.85	0.85
Health Educator	<u>0.85</u>	<u>0.85</u>
SUBTOTAL PROGRAM FTEs	01.90	1.90
SUBCONTRACTOR		
Program Evaluation	0.06	0.06
Advertising/Marketing	0.00	0.00
Health Educator	0.15	0.15
Health Educator	<u>0.15</u>	<u>0.15</u>
SUBTOTAL SUBCONTRACTOR FTEs	0.36	0.36
TOTAL FTEs	2.56	2.56

CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing changes; including vacancies associated with termination, resignation, and/or notice of resignation; leaves of absence; promotions; temporary FTE changes; and internal or external temporary staffing assignment requests that occur during the term of the Agreement. CONTRACTOR's notification to ADMINISTRATOR shall provide appropriate information regarding the staffing change, such as but not limited to employee name(s), position title(s), date(s) of resignation/separation, date(s) of hire/promotion, FTE adjustments, leave timeframes/estimates, internships, jobs duties, and description of recruitment activity for replacement staff.

I. CONTRACTOR may augment the above paid staff with volunteers and/or part-time student interns; provided, however, CONTRACTOR shall provide supervision as specified in the respective job descriptions or work contracts.

J. CONTRACTOR shall maintain personnel files for each paid or unpaid staff member, both administrative and programmatic, which shall include as appropriate and applicable, but not be limited to, an application for employment, qualifications for the positions, job description, documentation of bicultural/bilingual capabilities, pay rate, evaluations justifying pay increases, and copies of pertinent training certifications pursuant to the terms of this Agreement.

K. EVALUATION – CONTRACTOR shall collaborate with ADMINISTRATOR for the development of evaluation design, evaluation tools, and to create databases.

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-2 to the Agreement.”

This Amendment No. 3 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, Amendment No. 1 or Amendment No. 2, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 3 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: National Council on Alcohol and Drug Dependence – Orange County**

Phillip Falcetti

CEO

Print Name

Title

DocuSigned by:

*Phillip Falcetti*

1/19/2021

Signature

Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

*Brittany McLean*

1/19/2021

Sig

Date