



**AMENDMENT NO 3
TO
CONTRACT NO. MA-042-20010253
FOR
COMMUNITY-BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-20010253 for Community-Based Alcohol and Other Drug Prevention Services is made and entered into on July 1, 2021 (“Effective Date”) between Waymakers (“Contractor”), with a place of business at 1221 E. Dyer Road, Suite 120 Santa Ana, CA 92075, 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-042-20010253 for Community-Based Alcohol and Other Drug Prevention Services, effective July 1, 2019 through June 30, 2021, in an amount not to exceed \$3,600,000 (“Contract”); and

WHEREAS, the Parties executed Amendment No.1, effective July 24, 2020, to modify Exhibit A; and

WHEREAS, the Parties executed Amendment No. 2, effective February 1, 2021, to modify Exhibit A; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Paragraph VII. and Paragraph XIX., to amend Exhibit A, and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a period of two (2) years, effective July 1, 2021 through June 30, 2023, in an amount not to exceed \$1,500,000 for this renewal period, for a revised cumulative total amount not to exceed \$5,100,000.
2. Page 4, Referenced Contract Provisions, lines 3 through 9 of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2019 through June 30, 2023
 Period One means the period from July 1, 2019 through June 30, 2020
 Period Two means the period from July 1, 2020 through June 30, 2021
 Period Three means the period from July 1, 2021 through June 30, 2022
 Period Four means the period from July 1, 2022 through June 30, 2023

Maximum Obligation:

Period One Maximum Obligation:	\$1,800,000
Period Two Maximum Obligation:	\$1,800,000
Period Three Amount Not to Exceed	\$ 750,000
Period Four Amount Not to Exceed	\$ 750,000
TOTAL MAXIMUM OBLIGATION:	\$5,100,000

- Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract, is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, Period Three and Period Four, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”

- Paragraph XIX. Maximum Obligation, subparagraph B. of the Contract, is deleted in its entirety and replaced with the following:

“B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three and/or Period Four Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.”

- Exhibit A, Section I. (entitled “Budget”), subsection A. of the Contract is deleted in its entirety and replaced with the following:

“A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	Period One	Period Two	Period Three	Period Four	Total
ADMINISTRATIVE COST					
Indirect	\$ 154,796	\$ 154,796	\$ 64,846	\$ 64,846	\$ 439,284
SUBTOTAL ADMINISTRATIVE COST	\$ 154,796	\$ 154,796	\$ 64,846	\$ 64,846	\$ 439,284
PROGRAM COST					
Salaries	\$ 650,832	\$ 650,832	\$ 330,189	\$ 330,189	\$1,962,042
Benefits	158,936	158,936	83,381	83,381	\$ 484,634

Services and Supplies	295,436	295,436	176,584	176,584	\$ 944,040
Subcontracts	<u>540,000</u>	<u>540,000</u>	<u>95,000</u>	<u>95,000</u>	<u>\$1,270,000</u>
SUBTOTAL PROGRAM COST	\$1,645,204	\$1,645,204	\$ 685,154	\$ 685,154	\$4,660,716
TOTAL COST	\$1,800,000	\$1,800,000	\$ 750,000	\$ 750,000	\$5,100,000"

6. Exhibit A, Section II. (entitled "Definitions") of the Contract is deleted in its entirety and replaced with the following:

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

A. Action Plan: A form documenting key tasks that must be completed to create change. Action plans detail how resources are to be used to get the planned work done.

B. Activity: An organized function designed to advance a prevention Strategy or objective.

C. Alcohol and Drug Education and Prevention Team (ADEPT): A County of Orange Health Care Agency team reporting to the Prevention and Intervention Division of Behavioral Health Services.

D. ADEPT Provider Manual: The Provider Manual designed by ADEPT to describe the specific services to be performed by AOD providers. It provides guidance, instructions, Goals, Outcome Measures, Units of Service, and Evaluation components.

E. Backbone Organization: The entity responsible for implementing AOD prevention activities according to the Collective Impact model that emphasizes community-wide collaboration, common goal setting and objectives, evaluation, and ongoing communication with partners and the community.

F. Center for Substance Abuse Prevention (CSAP): Part of the Substance Abuse and Mental Health Services Administration (SAMHSA is an Agency of the U.S. Department of Health and Human Services), is the sole federal organization providing national leadership in the development of policies, programs, and services to prevent the onset of illegal drug use and underage alcohol and tobacco use, and to reduce the negative consequences of using substances. CSAP has identified six prevention strategies that can be directed at any segment of the population: Information Dissemination, Education, Alternatives, Problem Identification and Referral, Community-based Process and Environmental.

G. Collaboration: A process of participation through which people, groups, and agencies work toward prevention goals.

H. Collective Impact Approach: The commitment by a group from different sectors to identify a common agenda to solve complex social problems, such as AOD.

I. Department of Health Care Services (DHCS): The single state agency responsible for administering and coordinating the State's efforts in substance use disorders.

J. Educational Workshop: A prevention activity involving the Presentation of information on substance abuse issues with an emphasis on interaction and the exchange of information among participants.

K. Evaluation: Systematic collection, analysis, and use of program information for multiple purposes, including monitoring, program improvement, outcome assessment, and planning.

L. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.

M. Faith-Based Organization: A generic term that refers to any organization, group or congregation (such as a church, synagogue, parish, mosque, or temple) that has a faith element integrated into its structure.

N. Goal: A broad statement of what the program aims to accomplish.

O. Information Dissemination: A one-way communication, direct from the source to the audience that provides information about a prevention issue and is designed to create awareness and knowledge of that issue.

P. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of prevention services adopted by the IOM, where prevention programs are organized along a targeted audience continuum and prevention intervention is based on a combination of risk and protective factors associated with substance abuse. This continuum is divided into prevention, treatment, and maintenance categories, and the prevention category is divided into universal, selective, and indicated prevention classifications.

Q. Media Input: A form of communication that is prepared with the intent of increasing public awareness/support for a prevention project, service or activity. There are two basic types of Media Inputs stated below. In the second type, it is crucial that the item is displayed in a public venue with high traffic, e.g., a popular retail establishment, a public library, or a school campus.

1. An item submitted for publication to an established media outlet (a newspaper, radio or television station), and

2. An item designed to be publically displayed to a wide audience (a billboard or banner).

R. Media Literacy: An examination of the techniques, technologies and institutions that are involved in media production, the ability to critically analyze media messages and a recognition of the role that audiences play in making meaning from those messages.

S. Off-Sale Alcohol Establishment: An establishment licensed to sell alcohol for consumption off premise. Examples of off-sale alcohol establishments include liquor stores and grocery stores.

T. Outcome: Measurable change that occurs as a result of a program's overall performance in implementing its planned Activities.

U. Outcome Measure: A statement that specifies the measurable result or direct impact of a program or activity in reference to a quantitative criterion and a timeframe.

V. Presentation: A one-way communication Activity in which information is provided to a group of individuals, generally in an effort to inform the audience members about an issue and/or encourage them to do something specific.

W. Primary Prevention Substance Use Disorder Data Service (PPSDS): The State Department of Health Care Services data collection and outcome measurement system.

X. Program Identity Item: An item used for the purpose of marketing, promoting and creating awareness of a program's initiative, message or event.

Y. Social Media: A group of internet-based communication tools/applications that allow the creation and exchange of user-generated content; social media is media for social interaction. Types of social media include collaborative projects (Wikipedia), blogs

and microblogs (Twitter), content communities (YouTube), and social networking sites (Facebook).

Z. Strategic Prevention Framework: The Strategic Prevention Framework (SPF) is SAMHSA’s five-step systematic community–based approach, which aims to ensure that substance abuse prevention programs can and do produce results.

AA. Strategy: A method, approach, or activity chosen to bring about a desired prevention Outcome.

AB. Sustainability: The process through which a prevention system becomes a norm and is integrated into on-going operations.

AC. Technical Assistance: Services provided by staff to provide guidance to prevention programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention activities.

AD. Training: An instructional process that is intended to impart the knowledge, skills, and competencies required for the performance of a particular job, project, or task. Training is a skill building Activity that teaches a person how to do something and carries the expectation that the person will take direct, purposeful action by applying the skills developed.

AE. Units of Service: The number and/or type of activities CONTRACTOR fulfills in a contractual agreement period.

AF. Youth Development: A framework or concept that views young people as valuable members of their communities rather than social problems or a population needing prescribed services. Youth Development engages young people in developing the skills, attitudes, knowledge, and experiences to prepare them to serve as active leaders in creating healthy, positive environments in their communities.”

7. Exhibit A, Section IV. (entitled “Reports”) subsections C. and D of the Contract are deleted in their entirety and replaced with the following:

“C. QUARTERLY PROGRESS REPORTS

CONTRACTOR shall submit quarterly Progress Reports to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR, and document progress toward Units of Service and Outcome Measures, project successes, coordinating a Collective Impact approach, barriers to implementation, staff changes and reasons for staff changes, and plans for the following quarter. CONTRACTOR shall submit supporting documentation with each Quarterly Progress Report including, but not limited to, tracking measures, materials developed, and Evaluation results. Quarterly Reports are due on the following dates:

1. Period Three Reports:
 - a. Quarter 1: July 1, 2021 through September 30, 2021, due October 15, 2021
 - b. Quarter 2: October 1, 2021 through December 31, 2021, due January 15, 2022
 - c. Quarter 3: January 1, 2022 through March 31, 2022, due April 15, 2022
2. Period Four Reports:
 - a. Quarter 1: July 1, 2022 through September 30, 2022, due October 15, 2022
 - b. Quarter 2: October 1, 2022 through December 31, 2022, due January 15, 2023
 - c. Quarter 3: January 1, 2023 through March 31, 2023, due April 15, 2023

D. FOURTH QUARTER/YEAR-END REPORT

CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period Three by July 31, 2022 and for Period Four by July 31, 2023. The report shall include an Evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the AOD prevention strategies implemented toward reaching Units of Service and Outcome Measures, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.”

8. Exhibit A, Section V. (entitled “Services”) of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall provide community-based alcohol and other drug prevention services in the selected cities and school districts in Orange County, in accordance with, and as defined in the ADEPT Provider Manual furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

1. Support of COUNTY’s FY 2018-2023 prevention strategic plan;
2. Alignment with the SPF process; and
3. Alignment with CSAP prevention strategies.

B. ADMINISTRATOR reserves the right to revise and update the ADEPT Provider Manual as needed. ADMINISTRATOR shall notify CONTRACTOR of changes to the ADEPT Provider Manual within three (3) business days of said changes.

C. CONTRACTOR shall serve as the Collective Impact Backbone Organization for the Underage Substance Use Prevention projects described in Projects One and Two below. For this process, CONTRACTOR shall work with adults, businesses, community members, faith-based communities, families, alcohol establishments, neighborhood groups, schools, youth-serving organizations, law enforcement agencies, municipalities, parents, youth, and any other interested persons and groups within the identified cities and school district communities for the purpose of using a Collective Impact approach to reduce underage substance use.

D. CONTRACTOR shall provide services and activities to address Underage Substance Use Prevention Services.

1. Project One - Contractor shall select a school district reflecting higher AOD data compared to that of the County average, as reported in the California Healthy Kids Survey – Orange County 2017-2019 report; or another reliable data source which demonstrates the district’s greater need for AOD prevention services; or a school district which demonstrate readiness for prevention services. Contractor shall receive approval from ADEPT before providing prevention services.

2. Project Two - Contractor shall select a school district reflecting higher AOD data compared to that of the County average, as reported in the California Healthy Kids Survey – Orange County 2017-2019 report. Contractor shall receive approval from ADEPT before providing prevention services.

E. PERIOD THREE – CONTRACTOR shall work to achieve the following Units of Service and Outcome Measures by June 30, 2022, unless otherwise noted.

1. Project One
 - a) Educate at least one thousand five hundred (1,500) youth within the identified school district and/or the surrounding cities using an evidence-based curriculum designed to prevent youth substance use.
 - b) Train at least one thousand five hundred (1,500) youth within the identified school district and/or the surrounding cities on media literacy using evidence-informed practices.

c) At least eighty percent (80%) of one thousand five hundred (1,500) youth within the identified school district and/or surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post assessments.

d) Facilitate at least nine (9) youth-led leadership activities, with a minimum of three (3) different youth groups within the surrounding cities of the identified school district, designed to prevent substance use among youth.

e) By December 31, 2021, submit a plan that describes how staff from off-sale retail establishments within the surrounding cities of the identified school district will be educated on strategies to reduce youth exposure to alcohol advertising in order to decrease underage drinking.

f) Outreach to at least forty (40) off-sale licensed alcohol retail establishments from at least three (3) surrounding cities of the identified school district on strategies to reduce youth exposure to alcohol advertising.

g) By October 31, 2021, submit a Collective Impact plan that aims to reduce underage substance use within the surrounding cities of the identified school district that includes:

- 1) A common agenda;
 - 2) How community members will be included;
 - 3) How partners will be involved;
 - 4) How continuous communication among partners will occur;
 - 5) What the system of shared measurement will be;
- and

6) Timeline

h) By January 31, 2022, in collaboration with the Collective Impact partners, develop a logic model for reducing substance abuse among youth within the surrounding cities of the identified school district.

2. Project Two

a) Educate at least one thousand two hundred (1,200) youth within the identified school district and/or the surrounding cities using an evidence-based curriculum designed to prevent youth substance use.

b) Train at least one thousand two hundred (1,200) youth within the identified school district and/or the surrounding cities on media literacy using evidence-informed practices.

c) At least eighty percent (80%) of one thousand two hundred (1,200) youth within the identified school district and/or surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post assessments.

d) Facilitate at least eight (8) youth-led leadership activities, with a minimum of three (3) different youth groups within the surrounding cities of the identified school district, designed to prevent substance use among youth.

e) By December 31, 2021, submit a plan that describes how staff from off-sale retail establishments within the surrounding cities of the identified school district will be educated on strategies to reduce youth exposure to alcohol advertising in order to decrease underage drinking.

f) Outreach to at least forty (40) off-sale licensed alcohol retail establishments within the surrounding cities of the identified school district on strategies to reduce youth exposure to alcohol advertising.

g) By October 31, 2022, submit a Collective Impact plan that aims to reduce underage substance use within the surrounding cities of the identified school district that includes:

- 1) A common agenda;

- 2) How community members will be included;
- 3) How partners will be involved;
- 4) How continuous communication among partners will occur;
- 5) What the system of shared measurement will be;
- and
- 6) Timeline
- h) By January 31, 2022, in collaboration with the Collective Impact partners, develop a logic model for reducing substance abuse among youth within the surrounding cities of the identified school district.

F. PERIOD FOUR – CONTRACTOR shall work to achieve the following Units of Service and Outcome Measures by June 30, 2023, unless otherwise noted.

1. Project One

a) Educate at least one thousand five hundred (1,500) youth within the identified school district and/or the surrounding cities using an evidence-based curriculum designed to prevent youth substance use.

b) Train at least one thousand five hundred (1,500) youth within the identified school district and/or the surrounding cities on media literacy using evidence-informed practices.

c) At least eighty percent (80%) of one thousand five hundred (1,500) youth within the identified school district and/or surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post assessments.

d) Facilitate at least nine (9) youth-led leadership activities, with a minimum of three (3) different youth groups within the surrounding cities of the identified school district, designed to prevent substance use among youth.

e) Outreach to at least twenty (20) off-sale licensed alcohol retail establishments from at least three (3) surrounding cities of the identified school district on strategies to reduce youth exposure to alcohol advertising.

f) Provide technical assistance with fifty percent (50%) of the off-sale licensed alcohol retail establishments outreached in FY 2021-22 to sustain strategies to reduce youth exposure to alcohol advertising.

g) By October 31, 2022, submit an updated Collective Impact plan that discusses any changes made to the common agenda; additional community members who have become involved in the process; revisions to the shared measurement process; and adjustments made to the timeline.

2. Project Two

a) Educate at least one thousand two hundred (1,200) youth within the identified school district and/or the surrounding cities using an evidence-based curriculum designed to prevent youth substance use.

b) Train at least one thousand two hundred (1,200) youth within the identified school district and/or the surrounding cities on media literacy using evidence-informed practices.

c) At least eighty percent (80%) of one thousand two hundred (1,200) youth within the identified school district and/or surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post assessments.

d) Facilitate at least eight (8) youth-led leadership activities, with a minimum of three (3) different youth groups within the surrounding cities of the identified school district, designed to prevent substance use among youth.

e) Outreach to at least twenty (20) off-sale licensed alcohol retail establishments within the surrounding cities of the identified school district on strategies to reduce youth exposure to alcohol advertising.

f) Provide technical assistance with fifty percent (50%) of the off-sale licensed alcohol retail establishments outreached in FY 2021-22 to sustain strategies to reduce youth exposure to alcohol advertising.

g) By October 31, 2022, submit an updated Collective Impact plan that discusses any changes made to the common agenda; additional community members who have become involved in the process; revisions to the shared measurement process; and adjustments made to the timeline.

G. Supporting Activities– CONTRACTOR shall provide the following supporting activities in each period:

1. Project One (1)
 - a) Thirty-eight (38) community collaborations;
 - b) Seventy (70) information disseminations;
 - c) Ten (10) trainings; and
 - d) Three (3) media inputs
2. Project Two (2)
 - a) Twenty-seven (27) community collaborations;
 - b) Fifty-six (56) information disseminations;
 - c) Five (5) trainings; and
 - d) Two (2) media inputs

H. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the quantities and due dates identified within the Units of Service, Outcome Measures and supporting activities described.

I. Action Plan - CONTRACTOR shall submit to ADMINISTRATOR a Period Three preliminary Action Plan for each project by August 1, 2021 and a final Action Plan by August 15, 2021; and for Period Four, a preliminary Action Plan by August 1, 2022 and a final Action Plan by August 15, 2022. Each Action Plan shall clearly describe the activities to be implemented to achieve the Units of Service, Outcome Measures, and serving as the Backbone Agency within the Collective Impact group. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and the steps necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.

J. Evaluation – CONTRACTOR shall conduct a systematic and comprehensive Evaluation to determine levels of effectiveness and success in accomplishing supporting activities, and in achieving Units of Service and Outcome Measures.

1. CONTRACTOR shall participate and ensure that their project evaluator participates in an Evaluation Planning meeting with ADMINISTRATOR prior to submitting an Evaluation Plan.

2. CONTRACTOR shall submit to ADMINISTRATOR detailed and thorough Evaluation Plans that identify at a minimum:

- a. The proposed evaluator, including qualifications;
- b. How staff time will be tracked, if program staff are to be used for Evaluation;
- c. The method(s) to be used for tracking and evaluating Units of Service and Outcome Measures;
- d. How data will be collected, including the number and characteristics of participants from whom data will be collected (sampling methods) and a description of the data-collection instruments;
- e. How the Evaluation process is to be conceptually and procedurally integrated within the services provided under this Contract; and

f. How the Evaluation results will be used to make recommendations for improving prevention efforts related to Units of Service and Outcome Measures.

3. CONTRACTOR shall submit a Period Three preliminary Evaluation Plan for each project to ADMINISTRATOR by August 1, 2021, and a final Evaluation Plan by August 15, 2021; and for Period Four, a preliminary Evaluation Plan by August 1, 2022, and a final Evaluation Plan by August 15, 2022.

4. CONTRACTOR's Evaluation Plans must be approved, in writing, by ADMINISTRATOR prior to implementation of Evaluation efforts.

5. CONTRACTOR shall ensure that each Evaluation Plan is in compliance with ADMINISTRATOR requirements, as described in the ADEPT Provider Manual.

K. MEETINGS

1. Monthly Strategic Meeting - CONTRACTOR and ADMINISTRATOR shall meet once a month to discuss project status, share information, clarify issues, and strategize for optimal prevention success. ADMINISTRATOR and CONTRACTOR shall agree on the meeting dates.

2. Professional Development - CONTRACTOR's program staff may attend issue-specific trainings and workshops relevant to project objectives or professional development classes as a means of enhancing overall program implementation skills.

3. Provider Meeting - At a minimum, at least one CONTRACTOR's Program staff shall attend the provider meetings held by ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for provider meetings shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of each meeting.

L. SOCIAL MEDIA - CONTRACTOR shall develop policies and procedures for any social media use in the program.

M. REQUIRED APPROVALS

1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to participating in any Training and/or class within Orange County for which a fee is charged, and for all Trainings and/or classes outside Orange County, whether or not a fee is charged.

2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the purchase of Program Identity Items.

3. CONTRACTOR shall request required approvals on a form approved or provided by ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond to the request. CONTRACTOR understands that requests shall be in support of the Units of Service and/or Outcome Measures. Approvals of requests are subject to county, state and federal funding guidelines and regulations.

N. FUNDING RECOGNITION

All materials produced in accordance with the Contract such as, but not limited to, booklets, newsletters, brochures, flyers, pamphlets, web-sites, reports, videos, and Program Identity Items shall contain a statement that the material is funded through the Orange County Health Care Agency – Alcohol and Drug Education and Prevention Team. Exceptions shall include media specific materials such as letters to the editor and news releases. ADMINISTRATOR reserves the right to grant funding recognition exemptions.

O. Patents and Copyright Material

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

P. 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 Contract, 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 Contract, 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.

Q. 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 Contract, but which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall have authority to grant such license to others.

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

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

2. 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 Contract.

S. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance in meeting the terms of this Contract. ADMINISTRATOR will notify CONTRACTOR in writing of any issue(s) or concern(s) related to the provision of services pursuant to this Contract, and may request a plan of corrective action. Corrective Action Plans may address, but are not limited to Units of Service, Outcome Measures, 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.

T. 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.

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

9. Exhibit A, Section VI. (entitled "Staffing"), subsection G. of the Contract is deleted in its entirety and replaced with the following:

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

PROJECT ONE	PERIOD ONE FTEs	PERIOD TWO FTEs	PERIOD THREE FTEs	PERIOD FOUR FTEs
PROGRAM STAFF				
Program Director	0.10	0.10	0.40	0.40
Supervisor	0.30	0.30	0.35	0.35
Health Educator	1.50	1.50	2.50	2.50
PROGRAM TOTAL FTEs	1.90	1.90	3.25	3.25

PROJECT TWO	PERIOD ONE FTEs	PERIOD TWO FTEs	PERIOD THREE FTEs	PERIOD FOUR FTEs
PROGRAM STAFF				
Program Director	0.10	0.10	0.35	0.35
Supervisor	0.20	0.20	0.40	0.40
Health Educator	1.50	1.50	2.50	2.50
PROGRAM TOTAL FTEs	1.80	1.80	3.25	3.25"

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, 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, the 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: WAYMAKERS

Ronnetta J. Johnson	Executive Director
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Ronnetta J. Johnson</i> _____ <small>D52CE6A8FA7D448...</small>	3/19/2021
_____ 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
<small>DocuSigned by:</small> <i>Brittany McLean</i> _____ <small>9713A4061D4343D...</small>	3/20/2021
_____ Signature	_____ Date