

**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-20010253  
FOR  
COMMUNITY-BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES**

~~This Amendment No. 2 to Contract No. MA-042-20010253 for Community Based Alcohol and Other Drug Prevention Services is made and entered into on February 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 \$3,600,000.00 (“Contract”); and~~

~~WHEREAS, the Parties executed Amendment No.1 to modify Exhibit A, Section II entitled Definitions, subsection C.~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 2 to modify the Scope of Work provisions of the Contract.~~

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

**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

1 Alcohol and Other Drug Prevention Services, effective July 1, 2019 through June 30, 2021, in an amount  
 2 not to exceed \$3,600,000 (“Contract”); and  
 3 WHEREAS, the Parties executed Amendment No.1, effective July 24, 2020, to modify Exhibit A;  
 4 and  
 5 WHEREAS, the Parties executed Amendment No. 2, effective February 1, 2021, to modify  
 6 Exhibit A; and  
 7 WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend various  
 8 provisions of the Contract and renew the Contract for two years for County to continue receiving and  
 9 Contractor to continue providing the services set forth in the Contract.

10  
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 26 **REFERENCED CONTRACT PROVISIONS**

27  
 28 ~~Term: July 1, 2019 through June 30, 2021~~  
 29 ~~Period One means the period from July 1, 2019 through June 30, 2020~~  
 30 ~~Period Two means the period from July 1, 2020 through June 30, 2021~~

31  
 32 ~~Maximum Obligation: \$3,600,000.00~~  
 33 ~~Period One Maximum Obligation: \$1,800,000.00~~  
 34 ~~Period Two Maximum Obligation: \$1,800,000.00~~  
 35 ~~TOTAL MAXIMUM OBLIGATION: \$3,600,000.00~~

36 Term: July 1, 2019 through June 30, 2023  
 37 Period One means the period from July 1, 2019 through June 30, 2020

1 Period Two means the period from July 1, 2020 through June 30, 2021

2 Period Three means the period from July 1, 2021 through June 30, 2022

3 Period Four means the period from July 1, 2022 through June 30, 2023

4  
5 **Maximum Obligation: \$5,100,000**

6 Period One Maximum Obligation: \$1,800,000

7 Period Two Maximum Obligation: \$1,800,000

8 Period Three Amount Not to Exceed \$ 750,000

9 Period Four Amount Not to Exceed \$ 750,000

10 TOTAL MAXIMUM OBLIGATION: \$5,100,000

11  
12 **Basis for Reimbursement:** Actual Cost

13 **Payment Method:** Monthly in Arrears

14  
15 **CONTRACTOR DUNS Number:** 126735729

16  
17 **CONTRACTOR TAX ID Number:** 95-3167866

18  
19 **Notices to COUNTY and CONTRACTOR:**

20  
21 **COUNTY:** County of Orange  
22 Health Care Agency  
23 Contract Services  
24 405 West 5th Street, Suite 600  
25 Santa Ana, CA 92701-4637

26  
27 **CONTRACTOR:** Waymakers  
28 1221 E. E. Dyer Road, Suite 120  
29 Santa Ana, CA 92705  
30 Ronnetta Johnson  
31 [rjohnson@waymakersoc.or](mailto:rjohnson@waymakersoc.or)

32  
33 **I. ACRONYMS**

34 The following standard definitions are for reference purposes only and may or may not apply in  
35 their entirety throughout this Contract:

- 36 A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment  
37 B. AIDS Acquired Immune Deficiency Syndrome

1	C. ARRA	American Recovery and Reinvestment Act of 2009
2	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
3	E. ASI	Addiction Severity Index
4	F. ASRS	Alcohol and Drug Programs Reporting System
5	G. BHS	Behavioral Health Services
6	H. CalOMS	California Outcomes Measurement System
7	I. CalWORKs	California Work Opportunity and Responsibility for Kids
8	J. CAP	Corrective Action Plan
9	K. CCC	California Civil Code
10	L. CCR	California Code of Regulations
11	M. CESI	Client Evaluation of Self at Intake
12	N. CEST	Client Evaluation of Self and Treatment
13	O. CFDA	Catalog of Federal Domestic Assistance
14	P. CFR	Code of Federal Regulations
15	Q. CHPP	COUNTY HIPAA Policies and Procedures
16	R. CHS	Correctional Health Services
17	S. COI	Certificate of Insurance
18	T. CPA	Certified Public Accountant
19	U. CSW	Clinical Social Worker
20	V. DHCS	California Department of Health Care Services
21	W. D/MC	Drug/Medi-Cal
22	X. DPFS	Drug Program Fiscal Systems
23	Y. DRS	Designated Record Set
24	Z. EEOC	Equal Employment Opportunity Commission
25	AA. EHR	Electronic Health Records
26	AB. EOC	Equal Opportunity Clause
27	AC. ePHI	Electronic Protected Health Information
28	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
29	AE. FFS	Fee For Service
30	AF. FSP	Full Service Partnership
31	AG. FTE	Full Time Equivalent
32	AH. GAAP	Generally Accepted Accounting Principles
33	AI. HCA	County of Orange Health Care Agency
34	AJ. HHS	Federal Health and Human Services Agency
35	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
36		Law 104-191
37	AL. HITECH	Health Information Technology for Economic and Clinical Health

1		Act, Public Law 111-005
2	AM. HIV	Human Immunodeficiency Virus
3	AN. HSC	California Health and Safety Code
4	AO. IRIS	Integrated Records and Information System
5	AP. ITC	Indigent Trauma Care
6	AQ. LCSW	Licensed Clinical Social Worker
7	AR. MAT	Medication Assisted Treatment
8	AS. MFT	Marriage and Family Therapist
9	AT. MH	Mental Health
10	AU. MHP	Mental Health Plan
11	AV. MHS	Mental Health Specialist
12	AW. MHSA	Mental Health Services Act
13	AX. MSN	Medical Safety Net
14	AY. NIH	National Institutes of Health
15	AZ. NPI	National Provider Identifier
16	BA. NPPEs	National Plan and Provider Enumeration System
17	BB. OCR	Federal Office for Civil Rights
18	BC. OIG	Federal Office of Inspector General
19	BD. OMB	Federal Office of Management and Budget
20	BE. OPM	Federal Office of Personnel Management
21	BF. P&P	Policy and Procedure
22	BG. PA DSS	Payment Application Data Security Standard
23	BH. PATH	Projects for Assistance in Transition from Homelessness
24	BI. PC	California Penal Code
25	BJ. PCI DSS	Payment Card Industry Data Security Standards
26	BK. PCS	Post-Release Community Supervision
27	BL. PHI	Protected Health Information
28	BM. PII	Personally Identifiable Information
29	BN. PRA	California Public Records Act
30	BO. PSC	Professional Services Contract System
31	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
32	BQ. SIR	Self-Insured Retention
33	BR. SMA	Statewide Maximum Allowable (rate)
34	BS. SOW	Scope of Work
35	BT. SUD	Substance Use Disorder
36	BU. UMDAP	Uniform Method of Determining Ability to Pay
37	BV. UOS	Units of Service

1 BW. USC United States Code  
 2 BX. WIC Women, Infants and Children  
 3

## 4 **II. ALTERATION OF TERMS**

5 A. This Contract, together with Exhibit A attached hereto and incorporated herein, fully expresses  
 6 the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this  
 7 Contract.

8 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of  
 9 this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees  
 10 or agents shall be valid unless made in the form of a written amendment to this Contract, which has been  
 11 formally approved and executed by both Parties.

## 12 **III. ASSIGNMENT OF DEBTS**

13 Unless this Contract is followed without interruption by another Contract between the Parties hereto  
 14 for the same services and substantially the same scope, at the termination of this Contract,  
 15 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
 16 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail  
 17 each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and  
 18 the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf  
 19 of said persons, shall be immediately given to COUNTY.  
 20

## 21 **IV. COMPLIANCE**

22 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
 23 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
 24 programs.  
 25

26 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
 27 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
 28 General Compliance and Annual Provider Trainings.

29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
 30 compliance program, code of conduct and any compliance related policies and procedures.  
 31 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall  
 32 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
 33 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to  
 34 this Contract. These elements include:

- 35 a. Designation of a Compliance Officer and/or compliance staff.
- 36 b. Written standards, policies and/or procedures.
- 37 c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

**B. SANCTION SCREENING** – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items



1 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
2 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of  
3 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or  
4 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
5 CONTRACTOR has elected to use its own).

6 2. An Ineligible Person shall be any individual or entity who:

7 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
8 federal and state health care programs; or

9 b. has been convicted of a criminal offense related to the provision of health care items or  
10 services and has not been reinstated in the federal and state health care programs after a period of  
11 exclusion, suspension, debarment, or ineligibility.

12 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
14 Contract.

15 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-  
16 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that  
17 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and  
18 State of California health programs and have not been excluded or debarred from participation in any  
19 federal or state health care programs, and to further represent to CONTRACTOR that they do not have  
20 any Ineligible Person in their employ or under contract.

21 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
22 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
23 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
24 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an  
25 Ineligible Person.

26 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
27 federal and state funded health care services by contract with COUNTY in the event that they are  
28 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
29 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
30 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
31 business operations related to this Contract.

32 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
33 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
34 screened. Such individual or entity shall be immediately removed from participating in any activity  
35 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or  
36 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
37 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the

1 overpayment is verified by ADMINISTRATOR.

2 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General  
3 Compliance Training available to Covered Individuals.

4 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
5 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
6 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
7 representative to complete the General Compliance Training when offered.

8 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
9 days of employment or engagement.

10 3. Such training will be made available to each Covered Individual annually.

11 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
12 copies of training certification upon request.

13 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
14 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
15 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
16 CONTRACTOR shall provide copies of the certifications.

17 D. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized  
18 Provider Training, where appropriate, available to Covered Individuals.

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
20 Individuals relative to this Contract. This includes compliance with federal and state healthcare  
21 program regulations and procedures or instructions otherwise communicated by regulatory agencies;  
22 including the Centers for Medicare and Medicaid Services or their agents.

23 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
24 days of employment or engagement.

25 3. Such training will be made available to each Covered Individual annually.

26 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
27 provide copies of the certifications upon request.

28 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
29 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
30 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
31 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

32 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

33 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
34 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
35 and are consistent with federal, state and county laws and regulations. This includes compliance with  
36 federal and state health care program regulations and procedures or instructions otherwise  
37 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or

1 their agents.

2 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims  
3 for payment or reimbursement of any kind.

4 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
5 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which  
6 accurately describes the services provided and must ensure compliance with all billing and  
7 documentation requirements.

8 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
9 coding of claims and billing, if and when, any such problems or errors are identified.

10 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
11 days after the overpayment is verified by the ADMINISTRATOR.

12 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
13 participate in the quality improvement activities developed in the implementation of the Quality  
14 Management Program.

15 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
16 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
17 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
18 §1810.410.subds.(c)-(d).

19 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
20 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the  
21 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
22 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
23 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of  
24 such default.

## 25 **V. CONFIDENTIALITY**

26 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
27 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
28 regulations, as they now exist or may hereafter be amended or changed.

29 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
30 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the  
31 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
32 all information and records which may be obtained in the course of providing such services. This  
33 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of  
34 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
35 consultants, subcontractors, volunteers and interns.

36 //

## VI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

## VII. COST REPORT

~~A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, 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.~~

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

1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by

1 CONTRACTOR.

2 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
3 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
4 accurate and complete Cost Report is delivered to ADMINISTRATOR.

5 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
6 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
7 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

8 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
9 within one hundred and eighty (180) calendar days following the termination of this Agreement, and  
10 CONTRACTOR has not entered into a subsequent or new agreement for any other services with  
11 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement  
12 shall be immediately reimbursed to COUNTY.

13 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
14 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR  
15 shall document that costs are reasonable and allowable and directly or indirectly related to the services  
16 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if  
17 any.

18 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
19 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
20 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
21 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
22 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
23 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
24 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
25 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
26 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

27 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
28 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim  
29 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
30 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
31 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
32 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
33 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

34 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
35 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim  
36 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided  
37 such payment does not exceed the Maximum Obligation of COUNTY.

1 F. All Cost Reports shall contain the following attestation, which may be typed directly on or  
2 attached to the Cost Report:

3  
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
5 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
6 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
8 allowable and directly or indirectly related to the services provided and that this Cost  
9 Report is a true, correct, and complete statement from the books and records of  
10 (provider name) in accordance with applicable instructions, except as noted. I also  
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12  
13 Signed \_\_\_\_\_  
14 Name \_\_\_\_\_  
15 Title \_\_\_\_\_  
16 Date \_\_\_\_\_"

17  
18 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

19 A. CONTRACTOR certifies that it and its principals:

20 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
21 voluntarily excluded by any federal department or agency.

22 2. Have not within a three-year period preceding this Agreement been convicted of or had a  
23 civil judgment rendered against them for commission of fraud or a criminal offense in connection with  
24 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
25 under a public transaction; violation of federal or state antitrust statutes or commission of  
26 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
27 receiving stolen property.

28 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,  
29 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.  
30 above.

31 4. Have not within a three-year period preceding this Agreement had one or more public  
32 transactions (federal, state, or local) terminated for cause or default.

33 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
34 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,  
35 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless  
36 authorized by the State of California.

37 6. Shall include without modification, the clause titled "Certification Regarding Debarment,

1 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions  
2 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in  
3 accordance with 2 CFR Part 376.

4 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and  
5 Coverage sections of the rules implementing 51 F.R. 6370.

## 7 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

8 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
9 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
10 CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to  
11 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
12 Any attempted assignment or delegation in derogation of this paragraph shall be void.

13 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s  
14 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the  
15 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to  
16 assume CONTRACTOR’s duties and obligations contained in this Agreement and complete them to the  
17 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
18 part, without the prior written consent of COUNTY.

19 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
20 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)  
21 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
22 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
23 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
24 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

25 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
26 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
27 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
28 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
29 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
30 delegation in derogation of this subparagraph shall be void.

31 3. If CONTRACTOR is a governmental organization, any change to another structure,  
32 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
33 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
34 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of  
35 this subparagraph shall be void.

36 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
37 CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations

1 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
2 the effective date of the assignment.

3 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
4 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
5 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
6 governing body of CONTRACTOR at one time.

7 6. COUNTY reserves the right to immediately terminate the Agreement in the event  
8 COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise  
9 unacceptable to COUNTY for the provision of services under the Agreement.

10 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
11 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,  
12 meet the requirements of this Agreement as they relate to the service or activity under subcontract,  
13 include any provisions that ADMINISTRATOR may require, and are authorized in writing by  
14 ADMINISTRATOR prior to the beginning of service delivery.

15 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
16 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
17 subsequently fails to meet the requirements of this Agreement or any provisions that  
18 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported  
19 by CONTRACTOR.

20 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
21 pursuant to this Agreement.

22 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
23 amounts claimed for subcontracts not approved in accordance with this paragraph.

24 4. This provision shall not be applicable to service agreements usually and customarily  
25 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional  
26 services provided by consultants.

27 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's  
28 status with respect to name changes that do not require an assignment of the Agreement.  
29 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party  
30 to any litigation against COUNTY, or a party to litigation that may reasonably affect the  
31 CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between  
32 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.  
33 While CONTRACTOR will be required to provide this information without prompting from COUNTY  
34 any time there is a change in CONTRACTOR's name, conflict of interest or litigation status,  
35 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever  
36 requested by COUNTY.

37 //



## **X. DISPUTE RESOLUTION**

1  
2 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
3 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a  
4 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
5 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

6 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a  
7 final decision regarding the disposition of any dispute between the Parties arising under, related to, or  
8 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final  
9 decision.

10 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
11 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the  
12 demand a written statement signed by an authorized representative indicating that the demand is made in  
13 good faith, that the supporting data are accurate and complete, and that the amount requested accurately  
14 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

15 B. Pending the final resolution of any dispute arising under, related to, or involving this  
16 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via  
17 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure  
18 to proceed diligently shall be considered a material breach of this Agreement.

19 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and  
20 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a  
21 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed  
22 a final decision adverse to CONTRACTOR's contentions.

23 D. This Agreement has been negotiated and executed in the State of California and shall be  
24 governed by and construed under the laws of the State of California. In the event of any legal action to  
25 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent  
26 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit  
27 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the  
28 Parties specifically agree to waive any and all rights to request that an action be transferred for  
29 adjudication to another county.

## **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

30  
31  
32 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
33 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
34 consultants performing work under this Agreement meet the citizenship or alien status requirements set  
35 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
36 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
37 employment eligibility status required by federal or state statutes and regulations including, but not

1 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
2 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
3 covered employees, subcontractors, and consultants for the period prescribed by the law.

## 4 5 **XII. EQUIPMENT**

6 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
7 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
8 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
9 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000  
10 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as  
11 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes  
12 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may  
13 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not  
14 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
15 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
16 depreciated according to GAAP.

17 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any  
18 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
19 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
20 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
21 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
22 purchased asset in an Equipment inventory.

23 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
24 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in  
25 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
26 is purchased. Title of expensed Equipment shall be vested with COUNTY.

27 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
28 with funds paid through this Agreement, including date of purchase, purchase price, serial number,  
29 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,  
30 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
31 cost, if any.

32 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
33 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
34 or all Equipment to COUNTY.

35 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
36 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,  
37 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of

1 Equipment are moved from one location to another or returned to COUNTY as surplus.

2 G. Unless this Agreement is followed without interruption by another agreement between the  
3 Parties for substantially the same type and scope of services, at the termination of this Agreement for  
4 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through  
5 this Agreement.

6 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
7 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

8 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.

### 9 10 **XIII. EXPENDITURE AND REVENUE REPORT**

11 A. No later than sixty (60) calendar days following termination of each period or fiscal year of this  
12 Agreement, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an  
13 Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in  
14 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

15 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term  
16 of this Agreement.

### 17 18 **XIV. FACILITIES, PAYMENTS AND SERVICES**

19 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
20 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.  
21 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the  
22 minimum number and type of staff which meet applicable federal and state requirements, and which are  
23 necessary for the provision of the services hereunder.

24 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
25 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum  
26 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the  
27 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an  
28 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to  
29 provide services, staffing, facilities or supplies.

### 30 31 **XV. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
35 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
36 including but not limited to personal injury or property damage, arising from or related to the services,  
37 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
 2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
 3 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
 4 request a jury apportionment.

5 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
 6 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
 7 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.  
 8 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements  
 9 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors  
 10 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance  
 11 subject to the same terms and conditions as set forth herein for CONTRACTOR.

12 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
 13 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an  
 14 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
 15 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
 16 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
 17 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
 18 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
 19 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
 20 by COUNTY representative(s) at any reasonable time.

21 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
 22 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
 23 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
 24 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
 25 Agreement, agrees to all of the following:

26 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
 27 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
 28 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole  
 29 cost and expense with counsel approved by Board of Supervisors against same; and

30 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any  
 31 duty to indemnify or hold harmless; and

32 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
 33 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be  
 34 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

35 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of  
 36 this Agreement, the COUNTY may terminate this Agreement.

37 F. QUALIFIED INSURER

1           1. The policy or policies of insurance must be issued by an insurer with a minimum rating of  
 2 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current  
 3 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is  
 4 preferred, but not mandatory, that the insurer be licensed to do business in the state of California  
 5 (California Admitted Carrier).

6           2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of  
 7 Risk Management retains the right to approve or reject a carrier after a review of the company's  
 8 performance and financial ratings.

9           G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 10 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$2,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	\$1,000,000 per occurrence

#### 31 H. REQUIRED COVERAGE FORMS

32           1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
 33 substitute form providing liability coverage at least as broad.

34           2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
 35 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

#### 36 I. REQUIRED ENDORSEMENTS

37           1. The Commercial General Liability policy shall contain the following endorsements, which

1 shall accompany the COI:

2 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least  
3 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*  
4 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**  
5 **WRITTEN AGREEMENT**.

6 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
7 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-  
8 insurance maintained by the County of Orange shall be excess and non-contributing.

9 J. All insurance policies required by this Agreement shall waive all rights of subrogation against  
10 the County of Orange, its elected and appointed officials, officers, agents and employees when acting  
11 within the scope of their appointment or employment.

12 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
13 all rights of subrogation against the *County of Orange, its elected and appointed officials,*  
14 *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**  
15 **WRITTEN AGREEMENT**.

16 L. All insurance policies required by this Agreement shall waive all rights of subrogation against  
17 the County of Orange, its elected and appointed officials, officers, agents and employees when acting  
18 within the scope of their appointment or employment.

19 M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss  
20 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the  
21 Certificate of Insurance.

22 N. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
23 cancellation and within ten (10) days for non-payment of premium and provide a copy of the  
24 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
25 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate  
26 this Agreement.

27 O. If CONTRACTOR's Professional Liability are "Claims -Made" policies, CONTRACTOR shall  
28 agree to maintain coverage for two (2) years following the completion of the Agreement.

29 P. The Commercial General Liability policy shall contain a "severability of interests" clause also  
30 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

31 Q. Insurance certificates should be forwarded to the agency/department address listed on the  
32 solicitation.

33 R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
34 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be  
35 made to the next qualified vendor.

36 S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
37 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or

1 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
2 adequately protect COUNTY.

3 T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
4 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
5 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
6 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
7 to all legal remedies.

8 U. The procuring of such required policy or policies of insurance shall not be construed to limit  
9 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
10 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

#### 11 V. SUBMISSION OF INSURANCE DOCUMENTS

12 1. The COI and endorsements shall be provided to COUNTY as follows:

13 a. Prior to the start date of this Agreement.

14 b. No later than the expiration date for each policy.

15 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
16 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

17 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
18 the Referenced Contract Provisions of this Agreement.

19 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
20 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall  
21 have sole discretion to impose one or both of the following:

22 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
23 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the  
24 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
25 submitted to ADMINISTRATOR.

26 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
27 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and  
28 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
29 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

30 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
31 CONTRACTOR's monthly invoice.

32 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
33 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
34 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
35

#### 36 XVI. INSPECTIONS AND AUDITS

37 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

1 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 2 the Comptroller General of the United States, or any other of their authorized representatives, shall to  
 3 the extent permissible under applicable law have access to any books, documents, and records, including  
 4 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
 5 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding  
 6 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making  
 7 transcripts during the periods of retention set forth in the Records Management and Maintenance  
 8 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate  
 9 the services provided pursuant to this Agreement, and the premises in which they are provided.

10 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 11 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 12 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
 13 evaluation or monitoring.

14 C. AUDIT RESPONSE

15 1. Following an audit report, in the event of non-compliance with applicable laws and  
 16 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
 17 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 18 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
 19 (30) calendar days after receiving notice from ADMINISTRATOR.

20 2. If the audit reveals that money is payable from one Party to the other, that is,  
 21 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
 22 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
 23 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
 24 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
 25 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
 26 amount not to exceed the reimbursement due COUNTY.

27 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file  
 28 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as  
 29 may be required during the term of this Agreement.

30 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
 31 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
 32 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
 33 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

34  
 35 **XVII. LICENSES AND LAWS**

36 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
 37 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,



1 | accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
 2 | required by the laws, regulations and requirements of the United States, the State of California,  
 3 | COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify  
 4 | ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
 5 | pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers  
 6 | and exemptions. Said inability shall be cause for termination of this Agreement.

7 | **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

8 | 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
 9 | reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
 10 | Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
 11 | term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
 12 | of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
 13 | COUNTY shall constitute grounds for termination of the Agreement.

14 | 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
 15 | of the award of this Agreement:

16 | a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security  
 17 | number, and residence address;

18 | b. In the case of a CONTRACTOR doing business in a form other than as an individual,  
 19 | the name, date of birth, social security number, and residence address of each individual who owns an  
 20 | interest of ten percent (10%) or more in the contracting entity;

21 | 3. It is expressly understood that this data will be transmitted to governmental agencies  
 22 | charged with the establishment and enforcement of child support orders, or as permitted by federal  
 23 | and/or state statute.

24 | C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
 25 | requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
 26 | requirements shall include, but not be limited to, the following:

- 27 | 1. ARRA of 2009.
- 28 | 2. Trafficking Victims Protection Act of 2000.
- 29 | 3. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 30 | 4. CCC §§1798.80 through 1798.84, Customer Records.
- 31 | 5. CCC §1798.85, Confidentiality of Social Security Numbers.
- 32 | 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social  
 33 | Security.
- 34 | 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse  
 35 | Master Plans.
- 36 | 8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 37 | 9. HSC, §11876, Narcotic Treatment Programs.

- 1 10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 2 11. Code of Federal Regulations, Title 42, Public Health.
- 3 12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 4 13. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 5 14. 41 CFR 50, Public Contracts and Property Management.
- 6 15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 7 16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 8 prevention and treatment block grants and/or projects for assistance in transition from homelessness
- 9 grants.
- 10 17. 45 CFR 93, New Restrictions on Lobbying.
- 11 18. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 12 19. 45 CFR 96.132, Additional Agreements.
- 13 20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 14 21. 45 CFR 160, General Administrative Requirements.
- 15 22. 45 CFR 162, Administrative Requirements.
- 16 23. 45 CFR 164, Security and Privacy.
- 17 24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 18 25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 19 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 20 Contracting and Financial Transactions.
- 21 27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 22 National Institute on Drug Abuse.
- 23 28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 24 Administration.
- 25 29. 42 USC §290dd-2, Confidentiality of Records.
- 26 30. 42 USC §1320(a), Uniform reporting systems for health services facilities and
- 27 organizations.
- 28 31. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 29 32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 30 33. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 31 34. 42 USC §2000d, Civil Rights Act of 1964.
- 32 35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 33 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 34 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
- 35 Grants Policy Statement (10/13).
- 36 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-
- 37 Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.

1 38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide  
2 Manual.

3 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug  
4 Program Certification Standards, March 2004.

5 40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and  
6 77143(a).

7 41. State of California, Department of Health Care Services ASRS Manual.

8 42. State of California, Department of Health Care Services DPFS Manual.

9 43. HSC §123145.

10 44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

### 11 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

12  
13 A. Any written information or literature, including educational or promotional materials,  
14 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
15 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
16 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
17 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
18 and electronic media such as the Internet.

19 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
20 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
21 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

22 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
23 available social media sites) in support of the services described within this Agreement,  
24 CONTRACTOR shall develop social media policies and procedures and have them available to  
25 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
26 forms of social media used to either directly or indirectly support the services described within this  
27 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
28 they pertain to any social media developed in support of the services described within this Agreement.  
29 CONTRACTOR shall also include any required funding statement information on social media when  
30 required by ADMINISTRATOR.

31 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
32 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

### 33 **XIX. MAXIMUM OBLIGATION**

34  
35 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
36 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as  
37 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in

1 Subparagraph B. below.

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

6  
 7 B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,  
 8 ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three and/or Period  
 9 Four Maximum Obligations, provided the total of these Maximum Obligations does not exceed the  
 10 Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this  
 11 Agreement.

12 C. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
 13 percent (10%) of funding for this Agreement.

## 14 **XX. MINIMUM WAGE LAWS**

15  
 16 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
 17 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
 18 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”  
 19 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in  
 20 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals  
 21 providing services pursuant to this Agreement be paid no less than the greater of the federal or  
 22 California Minimum Wage.

23 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
 24 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
 25 standards pursuant to providing services pursuant to this Agreement.

26 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
 27 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
 28 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
 29 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## 30 **XXI. NONDISCRIMINATION**

### 31 **A. EMPLOYMENT**

32  
 33 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as  
 34 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any  
 35 employee or applicant for employment because of his/her race, religious creed, color, national origin,  
 36 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,  
 37 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall  
 2 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or  
 3 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
 4 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
 5 gender identity, gender expression, age, sexual orientation, or military and veteran status.

6 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
 7 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
 8 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
 9 for training, including apprenticeship.

10 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
 11 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
 12 the provision of benefits.

13 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
 14 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
 15 Opportunity Commission setting forth the provisions of the EOC.

16 5. All solicitations or advertisements for employees placed by or on behalf of  
 17 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
 18 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
 19 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
 20 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
 21 shall be deemed fulfilled by use of the term EOE.

22 6. Each labor union or representative of workers with which CONTRACTOR and/or  
 23 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
 24 notice advising the labor union or workers' representative of the commitments under this  
 25 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
 26 employees and applicants for employment.

27 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not  
 28 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 29 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
 30 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
 31 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
 32 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
 33 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
 34 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
 35 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
 36 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
 37 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination

1 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
2 factors identified above:

- 3 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 4 2. Providing any service or benefit to a Client which is different or is provided in a different  
5 manner or at a different time from that provided to other Clients.
- 6 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
7 others receiving any service and/or benefit.
- 8 4. Treating a Client differently from others in satisfying any admission requirement or  
9 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
10 any service and/or benefit.
- 11 5. Assignment of times or places for the provision of services.

12 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
13 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all  
14 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
15 ADMINISTRATOR.

16 1. Whenever possible, problems shall be resolved informally and at the point of service.  
17 CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to  
18 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
19 CONTRACTOR either orally or in writing.

20 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
21 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

22 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
23 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
24 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
25 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
26 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
27 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
28 with succeeding legislation.

29 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
30 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
31 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
32 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
33 enforce rights secured by federal or state law.

34 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
35 state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
36 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
37 state or COUNTY funds.

**XXII. NOTICES**

1  
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
3 authorized or required by this Agreement shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and  
5 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
6 by ADMINISTRATOR;

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

9 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
10 Service, or any other expedited delivery service.

11 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
12 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
13 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
14 ParcelService, or any other expedited delivery service.

15 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
16 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
17 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
18 damage to any COUNTY property in possession of CONTRACTOR.

19 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
20 ADMINISTRATOR.

**XXIII. NOTIFICATION OF DEATH**

23 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
24 CONTRACTOR shall immediately notify ADMINISTRATOR.

25 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
26 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
27 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

28 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
29 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
30 served pursuant to this Agreement; notice need only be given during normal business hours.

31 2. WRITTEN NOTIFICATION

32 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
33 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
34 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

35 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
36 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware  
37 of the death due to terminal illness of any person served pursuant to this Agreement.

1 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
2 hand deliver or fax to a known number said notification.

3 C. If there are any questions regarding the cause of death of any person served pursuant to this  
4 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related  
5 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
6 Notification of Death Paragraph.

#### 7 8 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

9 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
10 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve  
11 Clients or occur in the normal course of business.

12 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
13 of any applicable public event or meeting. The notification must include the date, time, duration,  
14 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
15 must be approved by ADMINISTRATOR prior to distribution.

#### 16 17 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

18 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
19 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
20 accordance with this Agreement and all applicable requirements.

21 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,  
22 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

23 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
24 preparation, and confidentiality of records related to Client records are met at all times.

25 D. CONTRACTOR shall retain all financial records for a minimum of [seven (7)/ten (10)] years  
26 from the commencement of the contract, unless a longer period is required due to legal proceedings such  
27 as litigations and/or settlement of claims.

28 E. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges,  
29 billings, and revenues available at one (1) location within the limits of the County of Orange.

30 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
31 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
32 CONTRACTOR.

33 G. CONTRACTOR may be required to retain all records involving litigation proceedings and  
34 settlement of claims for a longer term as directed by ADMINISTRATOR.

35 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
36 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR  
37 all information that is requested by the PRA request.



**XXVI. RESEARCH AND PUBLICATION**

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication.

**XXVII. SEVERABILITY**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

**XXVIII. SPECIAL PROVISIONS**

A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).
8. Severance pay for separating employees.
9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal

1 funds (matching).

2 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

3 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or  
4 alcohol.

5 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the  
6 Controlled Substance Act (21 USC 812).

7 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic  
8 injection of any illegal drug.

9 16. Assisting, promoting, or deterring union organizing.

10 17. Providing inpatient hospital services or purchasing major medical equipment.

11 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
12 shall not use the funds provided by means of this Agreement for the following purposes:

13 1. Funding travel or training (excluding mileage or parking).

14 2. Making phone calls outside of the local area unless documented to be directly for the  
15 purpose of Client care.

16 3. Payment for grant writing, consultants, certified public accounting, or legal services.

17 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
18 contribute to the quality of services to be provided pursuant to this Agreement.

19 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
20 CONTRACTOR's Clients.

## 21 **XXIX. STATUS OF CONTRACTOR**

22 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
23 wholly responsible for the manner in which it performs the services required of it by the terms of this  
24 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
25 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
26 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
27 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
28 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
29 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
30 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
31 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
32 shall not be considered in any manner to be COUNTY's employees.  
33

## 34 **XXX. TERM**

35 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions  
36 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified  
37

1 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided  
 2 in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend  
 3 beyond this term, including but not limited to, obligations with respect to confidentiality,  
 4 indemnification, audits, reporting, and accounting.

5 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a  
 6 weekend or holiday may be performed on the next regular business day.

### 7 8 **XXXI. TERMINATION**

9 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'  
 10 written notice given the other Party.

11 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative  
 12 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be  
 13 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,  
 14 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed  
 15 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld  
 16 until CAP is resolved and/or the Agreement could be terminated.

17 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon  
 18 five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this  
 19 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty  
 20 (30) calendar days for corrective action.

21 D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
 22 of any of the following events:

- 23 1. The loss by CONTRACTOR of legal capacity.
- 24 2. Cessation of services.
- 25 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 26 another entity without the prior written consent of COUNTY.
- 27 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 28 required pursuant to this Agreement.
- 29 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
 30 this Agreement.

31 6. The continued incapacity of any physician or licensed person to perform duties required  
 32 pursuant to this Agreement.

33 7. Unethical conduct or malpractice by any physician or licensed person providing services  
 34 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
 35 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
 36 Agreement.

37 E. CONTINGENT FUNDING

- 1           1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 2           a. The continued availability of federal, state and county funds for reimbursement of
- 3 COUNTY's expenditures, and
- 4           b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
- 5 approved by the Board of Supervisors.
- 6           2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 7 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
- 8 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 9 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- 10          F. In the event this Agreement is suspended or terminated prior to the completion of the term as
- 11 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its
- 12 sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the
- 13 reduced term of the Agreement.
- 14          G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or
- 15 D. above, CONTRACTOR shall do the following:
- 16           1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 17 is consistent with recognized standards of quality care and prudent business practice.
- 18           2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 19 performance during the remaining contract term.
- 20           3. Until the date of termination, continue to provide the same level of service required by this
- 21 Agreement.
- 22           4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 23 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
- 24 orderly transfer.
- 25           5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
- 26 Client's best interests.
- 27           6. If records are to be transferred to COUNTY, pack and label such records in accordance
- 28 with directions provided by ADMINISTRATOR.
- 29           7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 30 supplies purchased with funds provided by COUNTY.
- 31           8. To the extent services are terminated, cancel outstanding commitments covering the
- 32 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 33 commitments which relate to personal services. With respect to these canceled commitments,
- 34 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 35 arising out of such cancellation of commitment which shall be subject to written approval of
- 36 ADMINISTRATOR.
- 37           9. Provide written notice of termination of services to each Client being served under this

1 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
2 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
3 day period.

4 H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
5 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  
6

7 **XXXII. THIRD PARTY BENEFICIARY**

8 Neither Party hereto intends that this Agreement shall create rights hereunder in third parties  
9 including, but not limited to, any subcontractors or any Clients provided services pursuant to this  
10 Agreement.  
11

12 **XXXIII. WAIVER OF DEFAULT OR BREACH**

13 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
14 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
15 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
16 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
17 Agreement.  
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of  
2 California.

3  
4 WAYMAKERS

5  
6  
7 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11  
12 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

13  
14 TITLE: \_\_\_\_\_

15  
16  
17  
18 COUNTY OF ORANGE

19  
20  
21 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA

27  
28  
29  
30 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

31 DEPUTY

32  
33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR

EXHIBIT A TO  
 AGREEMENT FOR PROVISION OF  
 COMMUNITY-BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 WAYMAKERS  
 JULY 1, 2019 THROUGH JUNE 30, 2021

**I. BUDGET**

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

	<u>Period One</u>	<u>Period Two</u>	<u>Total</u>
<del>ADMINISTRATIVE COST</del>			
<del>— Indirect</del>	<del>\$ 154,796</del>	<del>\$ 154,796</del>	<del>\$ 309,592</del>
<del>SUBTOTAL</del>	<del>\$ 154,796</del>	<del>\$ 154,796</del>	<del>\$ 309,592</del>
<del>ADMINISTRATIVE COST</del>			
<del>PROGRAM COST</del>			
<del>— Salaries</del>	<del>\$ 650,832</del>	<del>\$ 650,832</del>	<del>\$1,301,664</del>
<del>— Benefits</del>	<del>158,936</del>	<del>158,936</del>	<del>317,872</del>
<del>— Services and Supplies</del>	<del>295,436</del>	<del>295,436</del>	<del>590,872</del>
<del>— Subcontracts</del>	<del><u>540,000</u></del>	<del><u>540,000</u></del>	<del><u>1,080,000</u></del>
<del>SUBTOTAL PROGRAM COST</del>	<del>\$1,645,204</del>	<del>\$1,645,204</del>	<del>\$3,290,408</del>
<del>TOTAL COST</del>	<del>\$1,800,000</del>	<del>\$1,800,000</del>	<del>\$3,600,000</del>

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

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Period Four</u>	<u>Total</u>
<u>ADMINISTRATIVE</u>					
<u>COST</u>					
<u>Indirect</u>	<u>\$ 154,796</u>	<u>\$ 154,796</u>	<u>\$ 64,846</u>	<u>\$ 64,846</u>	<u>\$ 439,284</u>
<u>SUBTOTAL</u>	<u>\$ 154,796</u>	<u>\$ 154,796</u>	<u>\$ 64,846</u>	<u>\$ 64,846</u>	<u>\$ 439,284</u>
<u>ADMINISTRATIVE</u>					
<u>COST</u>					
<u>PROGRAM COST</u>					
<u>Salaries</u>	<u>\$ 650,832</u>	<u>\$ 650,832</u>	<u>\$ 330,189</u>	<u>\$ 330,189</u>	<u>\$1,962,042</u>
<u>Benefits</u>	<u>158,936</u>	<u>158,936</u>	<u>83,381</u>	<u>83,381</u>	<u>\$ 484,634</u>
<u>Services and</u>	<u>295,436</u>	<u>295,436</u>	<u>176,584</u>	<u>176,584</u>	<u>\$ 944,040</u>
<u>Supplies</u>					
<u>Subcontracts</u>	<u>540,000</u>	<u>540,000</u>	<u>95,000</u>	<u>95,000</u>	<u>\$1,270,000</u>
<u>SUBTOTAL</u>	<u>\$1,645,204</u>	<u>\$1,645,204</u>	<u>\$ 685,154</u>	<u>\$ 685,154</u>	<u>\$4,660,716</u>
<u>PROGRAM COST</u>					
<u>TOTAL COST</u>	<u>\$1,800,000</u>	<u>\$1,800,000</u>	<u>\$ 750,000</u>	<u>\$ 750,000</u>	<u>\$5,100,000</u>

23  
 24 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds  
 25 between budgeted line items within a program, for the purpose of meeting specific program needs, by  
 26 utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR.  
 27 CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to  
 28 ADMINISTRATOR for consideration, in advance, which shall include a justification narrative  
 29 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual  
 30 impact of the shift as may be applicable to the current contract period and/or future contract periods.  
 31 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from  
 32 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain  
 33 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)  
 34 may result in disallowance of those costs.

35 C. CONTRACTOR shall provide a written narrative justifying each budget line item and for any  
 36 budget revisions hereafter.

37 D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION



1 1. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number and  
2 associated information for federal funds paid through this Agreement are specified below:

3  
4 CFDA Year: 2015  
5 CFDA No.: 93.959  
6 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)  
7 Federal Agency: Department of Health and Human Services/ Substance Abuse and  
8 Mental Health Services Administration  
9 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

10  
11 2. CONTRACTOR may be required to have an audit conducted in accordance with federal  
12 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal  
13 audit requirements within the reporting period specified by OMB Circular Number A-133.

14 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify  
15 CONTRACTOR in writing of said revisions.

16 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
17 Budget Paragraph of this Exhibit A to the Agreement.

18  
19 **II. DEFINITIONS**

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

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

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

25 ~~—C. ADEPT: A County of Orange Health Care Agency team reporting to the Health Promotion  
26 Division of Public Health.~~

27 ~~—D. ADEPT Provider Manual: The Provider Manual designed by ADEPT to describe the specific  
28 services to be performed by AOD providers. It provides guidance, instructions, Goals, Performance  
29 Objectives, and Evaluation components.~~

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

33 ~~—F. CSAP: Part of the Substance Abuse and Mental Health Services Administration (an Agency of  
34 the U.S. Department of Health and Human Services), is the sole federal organization providing national  
35 leadership in the development of policies, programs, and services to prevent the onset of illegal drug use  
36 and underage alcohol and tobacco use, and to reduce the negative consequences of using substances.  
37 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. Circumstances of Last Drink Survey: A local data surveillance project led by the County of Orange Health Care Agency administered to DUI offenders at time of conviction to better understand arrest details, substance(s) used prior to arrest, history of past impaired driving, and location of last drink.~~

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

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

~~— J. DHCS: The single state agency responsible for administering and coordinating the State's efforts in substance use disorders.~~

~~— K. DUI Checkpoint: An operation of law enforcement agencies that involves stopping every "nth" vehicle on a public roadway and investigating the possibility that the driver might be driving under the influence (DUI) of alcohol and/or other drugs and too impaired to drive; also referred to as a sobriety checkpoint.~~

~~— L. 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.~~

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

~~— N. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.~~

~~— O. 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.~~

~~— P. Goal: A broad statement of what the program aims to accomplish.~~

~~— Q. High Risk Alcohol Establishment: A retail alcohol establishment that endangers the public health, safety, or well being of the community and resists cooperation with state or local authorities or community groups in addressing high risk practices or community complaints.~~

~~— R. Impaired Driving: The behavior of operating a vehicle while under the influence of alcohol and/or other drugs.~~

~~— S. 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.~~

~~— T. 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.~~

~~U. 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).~~

~~V. 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.~~

~~W. 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.~~

~~X. On Sale Alcohol Establishment: An establishment licensed to sell alcohol for consumption on premise. Examples of on sale alcohol establishments include bars and restaurants.~~

~~Y. Outcome: Measurable change that occurs as a result of a program's overall performance in implementing its planned Activities.~~

~~Z. Performance Objective: A statement that specifies the measurable result or outcome of a prevention initiative or activity in reference to a quantitative criterion and a timeframe.~~

~~AA. 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.~~

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

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

~~AD. Responsible Beverage Service (RBS) Training: A prevention strategy designed to promote responsible management policies and service practices in any environment where alcoholic beverages are sold and/or consumed. RBS training is provided to owners, managers, and employees of on sale and off sale outlets as well as servers at special events, to reduce the incidence of serving alcohol to minors and intoxicated persons.~~

~~AE. 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).~~

~~1 AF. Strategic Prevention Framework: The Strategic Prevention Framework (SPF) is SAMHSA's  
2 five step systematic community based approach, which aims to ensure that substance abuse prevention  
3 programs can and do produce results.~~

~~4 AG. Strategy: A method, approach, or activity chosen to bring about a desired prevention Outcome.~~

~~5 AH. Sustainability: The process through which a prevention system becomes a norm and is integrated  
6 into on going operations.~~

~~7 AH. Technical Assistance: Services provided by staff to provide guidance to prevention programs,  
8 community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention  
9 activities.~~

~~10 AI. Training: An instructional process that is intended to impart the knowledge, skills, and  
11 competencies required for the performance of a particular job, project, or task. Training is a skill  
12 building Activity that teaches a person how to do something and carries the expectation that the person  
13 will take direct, purposeful action by applying the skills developed.~~

~~14 AJ. Youth Development: A framework or concept that views young people as valuable members of  
15 their communities rather than social problems or a population needing prescribed services. Youth  
16 Development engages young people in developing the skills, attitudes, knowledge, and experiences to  
17 prepare them to serve as active leaders in creating healthy, positive environments in their communities.~~

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

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

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

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

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

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

31 F. Center for Substance Abuse Prevention (CSAP): Part of the Substance Abuse and Mental  
32 Health Services Administration (SAMHSA is an Agency of the U.S. Department of Health and Human  
33 Services), is the sole federal organization providing national leadership in the development of policies,  
34 programs, and services to prevent the onset of illegal drug use and underage alcohol and tobacco use,  
35 and to reduce the negative consequences of using substances. CSAP has identified six prevention  
36 strategies that can be directed at any segment of the population: Information Dissemination, Education,  
37

1 Alternatives, Problem Identification and Referral, Community-based Process and Environmental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 S. Off-Sale Alcohol Establishment: An establishment licensed to sell alcohol for consumption off

1 premise. Examples of off-sale alcohol establishments include liquor stores and grocery stores.

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

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

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

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

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

13 Y. Social Media: A group of internet-based communication tools/applications that allow the  
 14 creation and exchange of user-generated content; social media is media for social interaction. Types of  
 15 social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content  
 16 communities (YouTube), and social networking sites (Facebook).

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

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

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

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

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

31 AE. Units of Service: the number and/or type of activities the Contractor will fulfill in a contractual  
 32 agreement period.

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

37 //

### III. PAYMENTS

1  
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing  
3 services described hereunder, less revenues which are actually received by CONTRACTOR. All  
4 payments are interim payments only and are subject to Final Settlement in accordance with the Cost  
5 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost  
6 of providing the services; hereunder provided, however, the total of such payments does not exceed  
7 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are  
8 reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its  
9 discretion, pay supplemental billings for any month for which the interim payment amount specified  
10 above has not been fully paid.

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

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

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

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

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

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

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

35 //

36 //

37 //

## IV. REPORTS

### A. EXPENDITURE REPORTS

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 revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A 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.

### B. PROJECTION REPORTS

CONTRACTOR shall submit quarterly Projection Reports to ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A 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.

### ~~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 Performance Objectives, 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 One Reports:~~

~~a. Quarter 1: July 1, 2019 through September 30, 2019, due October 15, 2019~~

~~b. Quarter 2: October 1, 2019 through December 31, 2019, due January 15, 2020~~

~~c. Quarter 3: January 1, 2020 through March 31, 2020, due April 15, 2020~~

#### ~~2. Period Two Reports:~~

~~a. Quarter 1: July 1, 2020 through September 30, 2020, due October 15, 2020~~

~~b. Quarter 2: October 1, 2020 through December 31, 2020, due January 15, 2021~~

~~c. Quarter 3: January 1, 2021 through March 31, 2021, due April 15, 2021~~

### ~~D. FOURTH QUARTER/YEAR END REPORT~~

~~CONTRACTOR shall submit a Fourth Quarter/Year End Report to ADMINISTRATOR for Period One by July 31, 2020 and for Period Two by July 31, 2021. 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 Performance Objectives, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.~~



### 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.

### E. STAFFING REPORTS

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 include actual hours worked by each staff member. These reports shall also identify staff member(s) who have taken Compliance Training in accordance with the Compliance Paragraph of the Agreement. These reports are due to ADMINISTRATOR by the fifteenth (15th) calendar day of each month following the end of the month being reported.

### F. PRIMARY PREVENTION SUBSTANCE USE DISORDER DATA SERVICE (PPSDS)

CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California Department of Health Care Services, Substance Use Disorder Program, Policy and Fiscal Division, Policy and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and report on the service populations as defined in the IOM model. ADMINISTRATOR shall make trainings and technical assistance available for completing reports throughout the term of this Agreement.

1 G. ADDITIONAL REPORTS

2 CONTRACTOR shall submit additional reports to ADMINISTRATOR as requested. These reports shall  
3 be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR will be specific as to  
4 the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to  
5 respond.

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

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

13 J. CONTRACTOR shall not use reports produced as the result of these services, or data obtained  
14 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.  
15 All reports shall indicate that the County of Orange Health Care Agency - Alcohol and Drug Education  
16 and Prevention Team funds CONTRACTOR's services.

17 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
18 Reports Paragraph of this Exhibit A to the Agreement.

19  
20 **V. SERVICES**

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

25 ~~1. Support of COUNTY's FY 2018-2023 prevention strategic plan;~~

26 ~~2. Alignment with the SPF process; and~~

27 ~~3. Alignment with CSAP prevention strategies.~~

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

31 ~~C. CONTRACTOR shall serve as the Collective Impact Backbone Organization for projects~~  
32 ~~described within Focus Areas A and B. For this process, CONTRACTOR shall work with adults,~~  
33 ~~businesses, community members, faith based communities, families, alcohol establishments,~~  
34 ~~neighborhood groups, schools, youth serving organizations, law enforcement agencies, municipalities,~~  
35 ~~parents, youth, and any other interested persons and groups within the identified cities and school~~  
36 ~~district communities for the purpose of using a Collective Impact approach to reduce alcohol and/or~~  
37 ~~drug impaired driving and underage substance use.~~

~~D. CONTRACTOR shall provide services and activities to address:~~

~~1. Focus Area A: Alcohol and/or Drug Impaired Driving Prevention Services~~

~~2. Focus Area B: Underage Substance Use Prevention Services~~

~~E. PERIOD ONE PERFORMANCE OBJECTIVES~~

~~1. Focus Area A: Alcohol and/or Other Drug Impaired Driving Prevention Services.~~

~~CONTRACTOR shall work to achieve the following Performance Objectives by June 30, 2020, unless otherwise noted.~~

~~a. Project One (1) Costa Mesa~~

~~1) By January 1, 2020, outreach to all on sale alcohol establishments in Costa Mesa identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving, including responsible beverage service training and social ride sharing.~~

~~2) Provide responsible beverage service training to at least fifty (50) persons who serve alcoholic beverages from a minimum of five percent (5%) of the total of on sale licensed alcohol establishments within Costa Mesa.~~

~~3) Provide responsible beverage service training to at least fifty (50) persons who serve alcoholic beverages from a minimum of fifty percent (50%) of Costa Mesa on sale licensed alcohol establishments identified by data from the Circumstances of Last Drink survey, unduplicated from Objective b.~~

~~4) Provide responsible beverage service training to at least ten (10) managers/owners from Costa Mesa on sale licensed alcohol establishments identified by data from the Circumstances of Last Drink survey.~~

~~5) By October 1, 2019, submit a plan that describes how social ride sharing will be promoted to on sale licensed alcohol establishments within Costa Mesa.~~

~~6) Work with at least twenty five percent (25%) of on sale licensed alcohol establishments within Costa Mesa to promote social ride sharing to patrons.~~

~~7) Support a minimum of ten (10) driving under the influence enforcement operations in Costa Mesa.~~

~~8) Provide a minimum of three (3) technical assistance sessions to at least six (6) different youth groups in Costa Mesa for the purpose of implementing youth led activities designed to prevent impaired driving.~~

~~9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired driving within Costa Mesa that includes:~~

~~a) A common agenda;~~

~~b) How community members will be included;~~

~~c) How partners will be involved;~~

~~d) How continuous communication among partners will occur;~~

~~e) What the system of shared measurement will be; and~~

- 1 ~~f) Timeline~~
- 2 ~~10) By January 31, 2020, in collaboration with the Collective Impact partners, develop~~  
3 ~~a logic model for reducing impaired driving within Costa Mesa.~~
- 4 ~~b. Project Two (2) Fullerton~~
- 5 ~~1) By January 1, 2020, outreach to all on sale alcohol establishments in Fullerton~~  
6 ~~identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving,~~  
7 ~~including responsible beverage service training and social ride sharing.~~
- 8 ~~2) Provide responsible beverage service training to at least forty (40) persons who~~  
9 ~~serve alcoholic beverages from a minimum of five percent (5%) of the total of on sale licensed alcohol~~  
10 ~~establishments within Fullerton.~~
- 11 ~~3) Provide responsible beverage service training to at least forty (40) persons who~~  
12 ~~serve alcoholic beverages from a minimum of fifty percent (50%) of Fullerton on sale licensed alcohol~~  
13 ~~establishments identified by data from the Circumstances of Last Drink survey, unduplicated from~~  
14 ~~Objective b.~~
- 15 ~~4) Provide responsible beverage service training to at least ten (10) managers/owners~~  
16 ~~from Fullerton on sale licensed alcohol establishments identified by data from the Circumstances of~~  
17 ~~Last Drink survey.~~
- 18 ~~5) By October 1, 2019, submit a plan that describes how social ride sharing will be~~  
19 ~~promoted to on sale licensed alcohol establishments within Fullerton.~~
- 20 ~~6) Work with at least twenty five percent (25%) of on sale licensed alcohol~~  
21 ~~establishments within Fullerton to promote social ride sharing to patrons.~~
- 22 ~~7) Support a minimum of ten (10) driving under the influence enforcement operations~~  
23 ~~in Fullerton.~~
- 24 ~~8) Provide a minimum of three (3) technical assistance sessions to at least six (6)~~  
25 ~~different youth groups in Fullerton for the purpose of implementing youth led activities designed to~~  
26 ~~prevent impaired driving.~~
- 27 ~~9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired~~  
28 ~~driving within Fullerton that includes:~~
- 29 ~~a) A common agenda;~~
- 30 ~~b) How community members will be included;~~
- 31 ~~c) How partners will be involved;~~
- 32 ~~d) How continuous communication among partners will occur;~~
- 33 ~~e) What the system of shared measurement will be; and~~
- 34 ~~f) Timeline~~
- 35 ~~10) By January 31, 2020, in collaboration with the Collective Impact partners, develop~~  
36 ~~a logic model for reducing impaired driving within Fullerton.~~
- 37 ~~c. Project Three (3) Huntington Beach~~

~~1) By January 1, 2020, outreach to all on sale alcohol establishments in Huntington Beach identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving, including responsible beverage service training and social ride sharing.~~

~~2) Provide responsible beverage service training to at least fifty (50) persons who serve alcoholic beverages from a minimum of five percent (5%) of the total of on sale licensed alcohol establishments within Huntington Beach.~~

~~3) Provide responsible beverage service training to at least fifty (50) persons who serve alcoholic beverages from a minimum of fifty percent (50%) of Huntington Beach on sale licensed alcohol establishments identified by data from the Circumstances of Last Drink survey, unduplicated from Objective b.~~

~~4) Provide responsible beverage service training to at least ten (10) managers/owners from Huntington Beach on sale licensed alcohol establishments identified by data from the Circumstances of Last Drink survey.~~

~~5) By October 1, 2019, submit a plan that describes how social ride sharing will be promoted to on sale licensed alcohol establishments within Huntington Beach.~~

~~6) Work with at least twenty five percent (25%) of on sale licensed alcohol establishments within Huntington Beach to promote social ride sharing to patrons.~~

~~7) Support a minimum of ten (10) driving under the influence enforcement operations in Huntington Beach.~~

~~8) Provide a minimum of three (3) technical assistance sessions to at least six (6) different youth groups in Huntington Beach for the purpose of implementing youth led activities designed to prevent impaired driving.~~

~~9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired driving within Huntington Beach that includes:~~

~~a) A common agenda;~~

~~b) How community members will be included;~~

~~c) How partners will be involved;~~

~~d) How continuous communication among partners will occur;~~

~~e) What the system of shared measurement will be; and~~

~~f) Timeline~~

~~10) By January 31, 2020, in collaboration with the Collective Impact partners, develop a logic model for reducing impaired driving within Huntington Beach.~~

~~d. Project Four (4) Orange~~

~~1) By January 1, 2020, outreach to all on sale alcohol establishments in Orange identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving, including responsible beverage service training and social ride sharing.~~

~~2) Provide responsible beverage service training to at least forty (40) persons who~~

~~1 serve alcoholic beverages from a minimum of five percent (5%) of the total of on sale licensed alcohol  
2 establishments within Orange.~~

~~3 3) Provide responsible beverage service training to at least forty (40) persons who  
4 serve alcoholic beverages from a minimum of fifty percent (50%) of Orange on sale licensed alcohol  
5 establishments identified by data from the Circumstances of Last Drink survey, unduplicated from  
6 Objective b.~~

~~7 4) Provide responsible beverage service training to at least ten (10) managers/owners  
8 from Orange on sale licensed alcohol establishments identified by data from the Circumstances of Last  
9 Drink survey.~~

~~10 5) By October 1, 2019, submit a plan that describes how social ride sharing will be  
11 promoted to on sale licensed alcohol establishments within Orange.~~

~~12 6) Work with at least twenty five percent (25%) of on sale licensed alcohol  
13 establishments within Orange to promote social ride sharing to patrons.~~

~~14 7) Support a minimum of ten (10) driving under the influence enforcement operations  
15 in Orange.~~

~~16 8) Provide a minimum of three (3) technical assistance sessions to at least six (6)  
17 different youth groups in Orange for the purpose of implementing youth led activities designed to  
18 prevent impaired driving.~~

~~19 9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired  
20 driving within Orange that includes:~~

~~21 a) A common agenda;~~

~~22 b) How community members will be included;~~

~~23 c) How partners will be involved;~~

~~24 d) How continuous communication among partners will occur;~~

~~25 e) What the system of shared measurement will be; and~~

~~26 f) Timeline~~

~~27 10) By January 31, 2020, in collaboration with the Collective Impact partners, develop  
28 a logic model for reducing impaired driving within Orange.~~

~~29 2. Focus Area B: Underage Substance Use Prevention Services~~

~~30 a. Project Five (5) Contractor shall select a school district reflecting higher AOD data  
31 compared to that of the County average, as reported in the California Healthy Kids Survey Orange  
32 County 2017-2019 report; or another reliable data source which demonstrates the district's greater need  
33 for AOD prevention services; or a school district which demonstrate readiness for prevention services.  
34 Contractor shall receive approval from ADEPT before providing the following services.~~

~~35 1) Educate at least one thousand four hundred fifty (1450) youth within the identified  
36 school district and/or the surrounding cities using an evidence based curriculum designed to prevent  
37 youth substance use.~~

~~2) Educate at least fifty (50) youth within a private school and/or community setting using an evidence based curriculum designed to prevent youth substance use.~~

~~3) Train one thousand four hundred fifty (1450) youth within the identified school district and/or the surrounding cities on media literacy using evidence informed practices.~~

~~4) Train at least fifty (50) youth within a private school and/or community setting on media literacy using evidence informed practices.~~

~~3) At least eighty percent (80%) of one thousand five hundred (1500) youth in the identified school district and/or surrounding cities shall report an increased competency of media literacy skills, as measured by pre post assessments.~~

~~4) Facilitate at least nine (9) youth led leadership activities, with a minimum of three (3) different youth groups designed to prevent substance use among youth.~~

~~5) 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.~~

~~6) Provide technical assistance with fifty percent (50%) of the off sale licensed alcohol retail establishments outreached in FY 2019 20 to sustain strategies to reduce youth exposure to alcohol advertising.~~

~~7) By October 31, 2020, 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.~~

~~b. Project Six (6) 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 the following services.~~

~~1) Educate at least one thousand two hundred (1200) youth within the identified school district and/or the surrounding cities using an evidence based curriculum designed to prevent youth substance use.~~

~~2) Train one thousand two hundred (1200) youth within the identified school district and/or the surrounding cities on media literacy using evidence informed practices.~~

~~3) At least eighty percent (80%) of one thousand two hundred (1200) 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.~~

~~4) Facilitate at least eight (8) youth led leadership activities, with a minimum of three (3) different youth groups designed to prevent substance use among youth.~~

~~5) 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.~~

~~6) Provide technical assistance with fifty percent (50%) of the off sale licensed alcohol retail establishments outreached in FY 2019-20 to sustain strategies to reduce youth exposure to alcohol advertising.~~

~~7) By October 31, 2020, 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.~~

~~F. Supporting Activities for each project~~ CONTRACTOR shall provide the following supporting activities by June 30, 2020:

~~1. Focus Area A Alcohol and/or Other Drug Impaired Driving Prevention Services~~

~~a. Project 1 and 3 Costa Mesa and Huntington Beach~~

~~1) Seventy five (75) community collaborations;~~

~~2) One hundred (100) information disseminations;~~

~~3) Five (5) trainings; and~~

~~4) Three (3) media inputs~~

~~b. Project 2 and 4 Fullerton and Orange~~

~~1) Sixty (60) community collaborations;~~

~~2) Eighty (80) information disseminations;~~

~~3) Five (5) trainings; and~~

~~4) Three (3) media inputs~~

~~2. Focus Area B Underage Substance Use Prevention Services~~

~~a. Project 5 Capistrano Unified School District~~

~~1) Thirty eight (38) community collaborations;~~

~~2) Seventy (70) information disseminations;~~

~~3) Ten (10) trainings; and~~

~~4) Three (3) media inputs~~

~~b. Project 6 Newport Mesa Unified School District~~

~~1) Twenty seven (27) community collaborations;~~

~~2.) Fifty six (56) information disseminations;~~

~~3.) Five (5) trainings; and~~

~~4.) Two (2) media inputs~~

~~G. PERIOD TWO PERFORMANCE OBJECTIVES~~

~~1. Focus Area A: Alcohol and/or Other Drug Impaired Driving Prevention Services~~

~~2. In support of Subparagraph D. above, CONTRACTOR shall work to achieve the following Performance Objectives by June 30, 2021, unless otherwise noted:~~

~~a. Project One (1) Costa Mesa~~

~~1) Outreach to all on sale alcohol establishments in Costa Mesa identified by data from the Circumstances of Last Drink (COLD) survey to promote social ride sharing strategies to reduce~~



1 ~~impaired driving.~~

2 ~~2) Outreach to all on sale alcohol establishments not identified by COLD in Costa~~  
 3 ~~Mesa to promote social ride sharing strategies to reduce impaired driving.~~

4 ~~3) By October 1, 2020, submit an updated plan that describes how social ride sharing~~  
 5 ~~will continue to be promoted within Costa Mesa.~~

6 ~~4) Lead thirty five (35) on sale alcohol establishments that did not participate in FY~~  
 7 ~~2019 2020 to implement social ride sharing strategies tailored to their retail environment.~~

8 ~~5) Assist a minimum of fifteen (15) on sale alcohol establishments partnered with in~~  
 9 ~~FY 2019 2020 to expand current social ride sharing practices.~~

10 ~~6) Support a minimum of four (4) driving under the influence enforcement operations~~  
 11 ~~and/or impaired driving prevention events in Costa Mesa.~~

12 ~~7) Facilitate at least four (4) youth led activities with a minimum of two (2) different~~  
 13 ~~youth groups in Costa Mesa, designed to prevent impaired driving.~~

14 ~~8) Facilitate at least two (2) prevention activities with groups of young adults in Costa~~  
 15 ~~Mesa, designed to prevent impaired driving.~~

16 ~~9) By October 31, 2020, submit an updated Collective Impact plan that discusses any~~  
 17 ~~changes made to the common agenda; additional community members who have become involved in the~~  
 18 ~~process; revisions to the shared measurement process; and adjustments made to the timeline.~~

19 ~~10) Recognize at least five (5) on sale alcohol establishments that are implementing~~  
 20 ~~social ride sharing as a strategy to reduce impaired driving in Costa Mesa.~~

21 ~~11) Recognize at least one (1) community stakeholder that has promoted social ride~~  
 22 ~~sharing as a strategy to reduce impaired driving in Costa Mesa.~~

23 ~~12) Provide technical assistance to three (3) community stakeholders on social ride~~  
 24 ~~sharing strategies to reduce impaired driving in Costa Mesa.~~

25 ~~b. Project Two (2) Fullerton~~

26 ~~1) Outreach to all on sale alcohol establishments in Fullerton identified by data from~~  
 27 ~~the Circumstances of Last Drink (COLD) survey to promote social ride sharing strategies to reduce~~  
 28 ~~impaired driving.~~

29 ~~2) Outreach to all on sale alcohol establishments not identified by COLD in Fullerton~~  
 30 ~~to promote social ride sharing strategies to reduce impaired driving.~~

31 ~~3) By October 1, 2020, submit an updated plan that describes how social ride sharing~~  
 32 ~~will continue to be promoted within Fullerton.~~

33 ~~4) Lead twenty (20) on sale alcohol establishments that did not participate in FY~~  
 34 ~~2019 2020 to implement social ride sharing strategies tailored to their retail environment.~~

35 ~~5) Assist a minimum of fifteen (15) on sale alcohol establishments partnered with in~~  
 36 ~~FY 2019 2020 to expand current social ride sharing practices.~~

37 ~~6) Support a minimum of four (4) driving under the influence enforcement operations~~

1 ~~and/or impaired driving prevention events in Fullerton.~~

2 ~~7) Facilitate at least four (4) youth led activities with a minimum of two (2) different~~  
 3 ~~youth groups in Fullerton, designed to prevent impaired driving.~~

4 ~~8) Facilitate at least two (2) prevention activities with groups of young adults in~~  
 5 ~~Fullerton, designed to prevent impaired driving.~~

6 ~~9) By October 31, 2020, submit an updated Collective Impact plan that discusses any~~  
 7 ~~changes made to the common agenda; additional community members who have become involved in the~~  
 8 ~~process; revisions to the shared measurement process; and adjustments made to the timeline.~~

9 ~~10) Recognize at least five (5) on sale alcohol establishments that are implementing~~  
 10 ~~social ride sharing as a strategy to reduce impaired driving in Fullerton.~~

11 ~~11) Recognize at least one (1) community stakeholder that has promoted social ride~~  
 12 ~~sharing as a strategy to reduce impaired driving in Fullerton.~~

13 ~~12) Provide technical assistance to three (3) community stakeholders on social ride~~  
 14 ~~sharing strategies to reduce impaired driving in Fullerton.~~

15 ~~c. Project Three (3) Huntington Beach~~

16 ~~1) Outreach to all on sale alcohol establishments in Huntington Beach identified by~~  
 17 ~~data from the Circumstances of Last Drink (COLD) survey to promote social ride sharing strategies to~~  
 18 ~~reduce impaired driving.~~

19 ~~2) Outreach to all on sale alcohol establishments not identified by COLD in~~  
 20 ~~Huntington Beach to promote social ride sharing strategies to reduce impaired driving.~~

21 ~~3) By October 1, 2020, submit an updated plan that describes how social ride sharing~~  
 22 ~~will continue to be promoted within Huntington Beach.~~

23 ~~4) Lead thirty five (35) on sale alcohol establishments that did not participate in FY~~  
 24 ~~2019 2020 to implement social ride sharing strategies tailored to their retail environment.~~

25 ~~5) Assist a minimum of fifteen (15) on sale alcohol establishments partnered with in~~  
 26 ~~FY 2019 2020 to expand current social ride sharing practices.~~

27 ~~6) Support a minimum of four (4) driving under the influence enforcement operations~~  
 28 ~~and/or impaired driving prevention events in Huntington Beach.~~

29 ~~7) Facilitate at least four (4) youth led activities with a minimum of two (2) different~~  
 30 ~~youth groups in Huntington Beach, designed to prevent impaired driving.~~

31 ~~8) Facilitate at least two (2) prevention activities with groups of young adults in~~  
 32 ~~Huntington Beach, designed to prevent impaired driving.~~

33 ~~9) By October 31, 2020, submit an updated Collective Impact plan that discusses any~~  
 34 ~~changes made to the common agenda; additional community members who have become involved in the~~  
 35 ~~process; revisions to the shared measurement process; and adjustments made to the timeline.~~

36 ~~10) Recognize at least five (5) on sale alcohol establishments that are implementing~~  
 37 ~~social ride sharing as a strategy to reduce impaired driving in Huntington Beach.~~

~~11) Recognize at least one (1) community stakeholder that has promoted social ride sharing as a strategy to reduce impaired driving in Huntington Beach.~~

~~12) Provide technical assistance to three (3) community stakeholders on social ride sharing strategies to reduce impaired driving in Huntington Beach.~~

~~d. Project Four (4) Orange~~

~~1) Outreach to all on sale alcohol establishments in Orange identified by data from the Circumstances of Last Drink (COLD) survey to promote social ride sharing strategies to reduce impaired driving.~~

~~2) Outreach to all on sale alcohol establishments not identified by COLD in Orange to promote social ride sharing strategies to reduce impaired driving.~~

~~3) By October 1, 2020, submit an updated plan that describes how social ride sharing will continue to be promoted within Orange.~~

~~4) Lead twenty (20) on sale alcohol establishments that did not participate in FY 2019-2020 to implement social ride sharing strategies tailored to their retail environment.~~

~~5) Assist a minimum of fifteen (15) on sale alcohol establishments partnered with in FY 2019-2020 to expand current social ride sharing practices.~~

~~6) Support a minimum of four (4) driving under the influence enforcement operations and/or impaired driving prevention events in Orange.~~

~~7) Facilitate at least four (4) youth led activities with a minimum of two (2) different youth groups in Orange, designed to prevent impaired driving.~~

~~8) Facilitate at least two (2) prevention activities with groups of young adults in Orange, designed to prevent impaired driving.~~

~~9) By October 31, 2020, 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.~~

~~10) Recognize at least five (5) on sale alcohol establishments that are implementing social ride sharing as a strategy to reduce impaired driving in Orange.~~

~~11) Recognize at least one (1) community stakeholder that has promoted social ride sharing as a strategy to reduce impaired driving in Orange.~~

~~12) Provide technical assistance to three (3) community stakeholders on social ride sharing strategies to reduce impaired driving in Orange.~~

~~3. Focus Area B: Underage Substance Use Prevention Services~~

~~a. Project Five (5) Capistrano Unified School District (CUSD):~~

~~1) Educate at least one thousand five hundred (1500) youth within CUSD and/or the surrounding cities using an evidence based curriculum designed to prevent youth substance use.~~

~~2) Train one thousand five hundred (1500) youth within CUSD and/or the surrounding cities on media literacy using evidence informed practices.~~

~~3) At least eighty percent (80%) of one thousand five hundred (1500) youth in CUSD and/or surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post assessments.~~

~~4) Facilitate at least nine (9) youth led leadership activities, with a minimum of three (3) different youth groups within the surrounding cities of CUSD, designed to prevent substance use among youth.~~

~~5) Outreach to at least twenty (20) off sale licensed alcohol retail establishments from at least three (3) surrounding cities of CUSD on strategies to reduce youth exposure to alcohol advertising.~~

~~6) Provide technical assistance with fifty percent (50%) of the off sale licensed alcohol retail establishments outreached in FY 2019-20 to sustain strategies to reduce youth exposure to alcohol advertising.~~

~~7) By October 31, 2020, 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.~~

~~b. Project Six (6) Newport Mesa Unified School District (NMUSD)~~

~~1) Educate at least one thousand two hundred (1200) youth within NMUSD and/or the surrounding cities using an evidence based curriculum designed to prevent youth substance use.~~

~~2) Train one thousand two hundred (1200) youth within NMUSD and/or the surrounding cities on media literacy using evidence informed practices.~~

~~3) At least eighty percent (80%) of one thousand two hundred (1200) youth within NMUSD and/or surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post assessments.~~

~~4) Facilitate at least eight (8) youth led leadership activities, with a minimum of three (3) different youth groups within the surrounding cities of NMUSD, designed to prevent substance use among youth.~~

~~5) Outreach to at least twenty (20) off sale licensed alcohol retail establishments within the surrounding cities of NMUSD on strategies to reduce youth exposure to alcohol advertising.~~

~~6) Provide technical assistance with fifty percent (50%) of the off sale licensed alcohol retail establishments outreached in FY 2019-20 to sustain strategies to reduce youth exposure to alcohol advertising.~~

~~7) By October 31, 2020, 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.~~

~~H. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the quantities and due dates identified within the Performance objectives and supporting activities described.~~

~~I. Action Plan CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary Action Plan for each project by August 1, 2019 and a final Action Plan by August 15, 2019; and for Period Two, a preliminary Action Plan by August 1, 2020 and a final Action Plan by August 15, 2020. Each Action Plan shall clearly describe the activities to be implemented to achieve the Performance Objectives and serving as the Backbone Agency within the Collective Impact approach. 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 Performance Objectives.~~

~~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 each Performance Objective;~~

~~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 Agreement; and~~

~~f. How the Evaluation results will be used to make recommendations for improving prevention efforts related to each Performance Objective.~~

~~3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan for each project to ADMINISTRATOR by August 1, 2019, and a final Evaluation Plan by August 15, 2019; and for Period Two, a preliminary Evaluation Plan by August 1, 2020, and a final Evaluation Plan by August 15, 2020.~~

~~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~~

~~1 trainings and workshops relevant to project objectives or professional development classes as a means of  
2 enhancing overall program implementation skills.~~

~~3 3. Quarterly Provider Meeting At a minimum, at least one CONTRACTOR's Program staff  
4 shall attend each of the four (4) quarterly provider meetings held by ADMINISTRATOR for the  
5 purpose of networking, learning, and sharing. Dates for quarterly provider meetings shall be determined  
6 by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of  
7 each meeting.~~

~~8 L. SOCIAL MEDIA CONTRACTOR shall develop policies and procedures for any social  
9 media use in the program.~~

~~10 M. REQUIRED APPROVALS~~

~~11 1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any  
12 Training and/or class within Orange County for which a fee is charged, and for all Trainings and/or  
13 classes outside Orange County, whether or not a fee is charged.~~

~~14 2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the  
15 purchase of Program Identity Items.~~

~~16 3. CONTRACTOR shall request required approvals on a form approved or provided by  
17 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond  
18 to the request. CONTRACTOR understands that requests shall be in support of the Performance  
19 Objectives. Approvals of requests are subject to county, state and federal funding guidelines and  
20 regulations.~~

~~21 N. FUNDING RECOGNITION~~

~~22 All materials produced in accordance with the Agreement such as, but not limited to, booklets,  
23 newsletters, brochures, flyers, pamphlets, web sites, reports, videos, and Program Identity Items shall  
24 contain a statement that the material is funded through the County of Orange Health Care Agency  
25 Alcohol and Drug Education and Prevention Team. Exceptions shall include media specific materials  
26 such as letters to the editor and news releases. ADMINISTRATOR reserves the right to grant funding  
27 recognition exemptions.~~

~~28 O. Patents and Copyright Material~~

~~29 1. Unless otherwise expressly provided in this Agreement, CONTRACTOR shall be solely  
30 responsible for clearing the right to use any patented or copyrighted materials in the performance of this  
31 Agreement.~~

~~32 P. CONTRACTOR agrees that any and all "works of authorship," as defined in  
33 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or  
34 delivered as part of this Agreement, whether or not published, which can be considered "works made for  
35 hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also  
36 agrees that the copyright to any and all such works made for hire under this Agreement, whether  
37 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 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.~~

~~Q. 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:~~

~~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 Agreement.~~

~~R. 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 Objectives, 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.~~

~~S. 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.~~

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

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 1. Support of COUNTY's FY 2018-2023 prevention strategic plan;

2 2. Alignment with the SPF process; and

3 3. Alignment with CSAP prevention strategies.

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

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

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

16 1. Project One - Contractor shall select a school district reflecting higher AOD data compared  
 17 to that of the County average, as reported in the California Healthy Kids Survey – Orange County 2017-  
 18 2019 report; or another reliable data source which demonstrates the district's greater need for AOD  
 19 prevention services; or a school district which demonstrate readiness for prevention services. Contractor  
 20 shall receive approval from ADEPT before providing prevention services.

21 2. Project Two - Contractor shall select a school district reflecting higher AOD data compared  
 22 to that of the County average, as reported in the California Healthy Kids Survey – Orange County 2017-  
 23 2019 report. Contractor shall receive approval from ADEPT before providing prevention services.

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

26 1. Project One

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

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

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

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



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

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

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

9 1) A common agenda;

10 2) How community members will be included;

11 3) How partners will be involved;

12 4) How continuous communication among partners will occur;

13 5) What the system of shared measurement will be; and

14 6) Timeline

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

## 18 2. Project Two

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

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

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

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

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

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

36 g) By October 31, 2022, submit a Collective Impact plan that aims to reduce underage  
37 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

1 district and/or the surrounding cities on media literacy using evidence-informed practices.

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

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

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

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

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

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

19 1. Project One (1)

20 a) Thirty-eight (38) community collaborations;

21 b) Seventy (70) information disseminations;

22 c) Ten (10) trainings; and

23 d) Three (3) media inputs

24 2. Project Two (2)

25 a) Twenty-seven (27) community collaborations;

26 b) Fifty-six (56) information disseminations;

27 c) Five (5) trainings; and

28 d) Two (2) media inputs

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

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

1 necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided  
 2 by ADMINISTRATOR.

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

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

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

10 a. The proposed evaluator, including qualifications;

11 b. How staff time will be tracked, if program staff are to be used for Evaluation;

12 c. The method(s) to be used for tracking and evaluating Units of Service and Outcome  
 13 Measures;

14 d. How data will be collected, including the number and characteristics of participants  
 15 from whom data will be collected (sampling methods) and a description of the data-collection  
 16 instruments;

17 e. How the Evaluation process is to be conceptually and procedurally integrated within  
 18 the services provided under this Contract; and

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

21 3. CONTRACTOR shall submit a Period Three preliminary Evaluation Plan for each project  
 22 to ADMINISTRATOR by August 1, 2021, and a final Evaluation Plan by August 15, 2021; and for  
 23 Period Four, a preliminary Evaluation Plan by August 1, 2022, and a final Evaluation Plan by August  
 24 15, 2022.

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

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

29 K. MEETINGS

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

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

36 3. Provider Meeting - At a minimum, at least one CONTRACTOR's Program staff shall  
 37 attend the provider meetings held by ADMINISTRATOR for the purpose of networking, learning, and

1 sharing. Dates for provider meetings shall be determined by ADMINISTRATOR and communicated to  
2 CONTRACTOR at least one (1) month in advance of each meeting.

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

#### 5 M. REQUIRED APPROVALS

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

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

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

#### 16 N. FUNDING RECOGNITION

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

#### 23 O. Patents and Copyright Material

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

27 P. CONTRACTOR agrees that any and all "works of authorship," as defined in  
28 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or  
29 delivered as part of this Contract, whether or not published, which can be considered "works made for  
30 hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also  
31 agrees that the copyright to any and all such works made for hire under this Contract, whether published  
32 or unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17  
33 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive  
34 right to use, reproduce, and disseminate all such material.

35 Q. CONTRACTOR agrees and does hereby grant to COUNTY for all purposes a royalty-free, non-  
36 exclusive and irrevocable license throughout the world to reproduce, to prepare derivative works, to  
37 distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of any work, data or

1 material in any manner, which is created, produced, developed, or delivered as part of this Contract, but  
 2 which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall have  
 3 authority to grant such license to others.

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

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

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

12 S. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance  
 13 in meeting the terms of this Contract. ADMINISTRATOR will notify CONTRACTOR in writing of  
 14 any issue(s) or concern(s) related to the provision of services pursuant to this Contract, and may request  
 15 a plan of corrective action. Corrective Action Plans may address, but are not limited to Units of Service,  
 16 Outcome Measures, preventative strategies, and/or Action Plans. CONTRACTOR shall submit a  
 17 written plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR.  
 18 CONTRACTOR may request in advance and in writing, an extension to the due date for a Corrective  
 19 Action Plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

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

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

## 27 28 VI. STAFFING

29 A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and  
 30 maintaining administrative and program staff who have the requisite qualifications and experience to  
 31 provide alcohol and other drug prevention services under this Agreement.

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

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

37 2. No person, within the preceding two (2) years, shall have been found guilty of any crime

1 related to the use of drugs or alcohol.

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

4 4. No person shall be on parole or probation.

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

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

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

22 F. CONTRACTOR shall submit the resume of each program staff member to ADMINISTRATOR  
23 within thirty (30) calendar days of hire or assignment to provide services pursuant to this Agreement.

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

<del>PROJECT ONE</del>	<del>PERIOD ONE FTE's</del>	<del>PERIOD TWO FTE's</del>
<del>PROGRAM STAFF</del>		
<del>—Program Director</del>	<del>0.10</del>	<del>0.10</del>
<del>—Supervisor</del>	<del>0.30</del>	<del>0.30</del>
<del>—Health Educator</del>	<del>1.50</del>	<del>1.50</del>
<del>PROGRAM TOTAL FTEs</del>	<del>1.90</del>	<del>1.90</del>

<del>PROJECT TWO</del>	<del>PERIOD ONE FTE's</del>	<del>PERIOD TWO FTE's</del>
<del>PROGRAM STAFF</del>		

1	—Program Director	0.10	0.10
2	—Supervisor	0.20	0.20
3	—Health Educator	<u>1.50</u>	<u>1.50</u>
4	PROGRAM TOTAL FTEs	1.80	1.80

6	<b>PROJECT THREE</b>	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
8	PROGRAM STAFF		
9	—Program Director	0.10	0.10
10	—Supervisor	0.30	0.30
11	—Health Educator	<u>1.50</u>	<u>1.50</u>
12	PROGRAM TOTAL FTEs	1.90	1.90

14	<b>PROJECT FOUR</b>	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
15	PROGRAM STAFF		
17	—Program Director	0.10	0.10
18	—Supervisor	0.20	0.20
19	—Health Educator	<u>1.50</u>	<u>1.50</u>
20	PROGRAM TOTAL FTEs	1.80	1.80

22	<b>PROJECT FIVE</b>	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
23	PROGRAM STAFF		
24	—Program Director	0.15	0.15
25	—Supervisor	0.50	0.50
26	—Health Educator	<u>2.00</u>	<u>2.00</u>
27	PROGRAM TOTAL FTEs	2.65	2.65

29	<b>PROJECT SIX</b>	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
30	PROGRAM STAFF		
32	—Program Director	0.15	0.15
33	—Supervisor	0.50	0.50
34	—Health Educator	<u>2.00</u>	<u>2.00</u>
35	PROGRAM TOTAL FTEs	2.65	2.65

36 //  
37 //



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

<u>PROJECT ONE</u>	<u>PERIOD</u> <u>ONE FTE's</u>	<u>PERIOD</u> <u>TWO FTE's</u>	<u>PERIOD</u> <u>THREE FTE's</u>	<u>PERIOD</u> <u>FOUR FTE's</u>
<u>PROGRAM STAFF</u>				
<u>Program Director</u>	<u>0.10</u>	<u>0.10</u>	<u>0.40</u>	<u>0.40</u>
<u>Supervisor</u>	<u>0.30</u>	<u>0.30</u>	<u>0.35</u>	<u>0.35</u>
<u>Health Educator</u>	<u>1.50</u>	<u>1.50</u>	<u>2.50</u>	<u>2.50</u>
<u>PROGRAM TOTAL</u> <u>FTEs</u>	<u>1.90</u>	<u>1.90</u>	<u>3.25</u>	<u>3.25</u>

<u>PROJECT TWO</u>	<u>PERIOD</u> <u>ONE FTE's</u>	<u>PERIOD</u> <u>TWO FTE's</u>	<u>PERIOD</u> <u>THREE FTE's</u>	<u>PERIOD</u> <u>FOUR FTE's</u>
<u>PROGRAM STAFF</u>				
<u>Program Director</u>	<u>0.10</u>	<u>0.10</u>	<u>0.35</u>	<u>0.35</u>
<u>Supervisor</u>	<u>0.20</u>	<u>0.20</u>	<u>0.40</u>	<u>0.40</u>
<u>Health Educator</u>	<u>1.50</u>	<u>1.50</u>	<u>2.50</u>	<u>2.50</u>
<u>PROGRAM TOTAL</u> <u>FTEs</u>	<u>1.80</u>	<u>1.80</u>	<u>3.25</u>	<u>3.25</u>

23 H. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)  
 24 business days following the termination, resignation, or notice of resignation of any employee. The  
 25 report shall include the employee's name, position title, date of resignation, and a description of the  
 26 recruitment activity to replace the employee.

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

30 J. Requests for exceptions to staffing requirements set forth in Subparagraph G. above must be  
 31 submitted to ADMINISTRATOR in writing and must specify the benefit to the program.  
 32 CONTRACTOR must obtain ADMINISTRATOR approval prior to assignment of the program staff to  
 33 perform services pursuant to this Agreement.

34 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 35 Staffing Paragraph of this Exhibit A to the Agreement.

36 //

37 //