

1 CONTRACT FOR PROVISION OF
 2 ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 3 FRIDAY NIGHT LIVE PARTNERSHIP
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.
 8 ORANGE COUNTY DEPARTMENT OF EDUCATION
 9 JULY 1, 2020 THROUGH JUNE 30, 2023

10
 11 THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the
 12 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
 13 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A. ORANGE COUNTY
 14 DEPARTMENT OF EDUCATION, a California local government agency (CONTRACTOR).
 15 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or
 16 collectively as "Parties." This Contract shall be administered by the County of Orange Health Care
 17 Agency (ADMINISTRATOR).

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 19 **W I T N E S S E T H:**

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 21 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
 22 Alcohol and Other Drug Prevention Services Friday Night Live Partnership described herein to the
 23 residents of Orange County;

24 WHEREAS, COUNTY has a commitment to residents of Orange County to reduce the use of
 25 alcohol and other drugs amongst Orange County youth under the age of twenty-one (21); and

26 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
 27 conditions hereinafter set forth:

28 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 29 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020 through June 30, 2023

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

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

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

Maximum Obligation:

Period One Maximum Obligation: \$ 475,000

Period Two Maximum Obligation: \$ 475,000

Period Three Maximum Obligation: \$ 475,000

TOTAL MAXIMUM OBLIGATION: \$ 1,425,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number: 12-114-7912

CONTRACTOR TAX ID Number: 95-6000943

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Orange County Superintendent of Schools
a.k.a. Orange County Department of Education
200 Kalmus Drive
Costa Mesa, California 92626
Renee Hendrick, Associate Superintendent, Administrative Services
rhendrick@ocde.us

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I. ACRONYMS

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

1		
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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADEPT	Alcohol and Drug Education and Prevention Team
10	G. ADL	Activities of Daily Living
11	H. ADP	Alcohol and Drug Program
12	I. AES	Advanced Encryption Standard
13	J. AFLP	Adolescent Family Life Program
14	K. AIDS	Acquired Immune Deficiency Syndrome
15	L. AIM	Access for Infants and Mothers
16	M. AMHS	Adult Mental Health Services
17	N. AOD	Alcohol and Other Drugs
18	O. ARRA	American Recovery and Reinvestment Act of 2009
19	P. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
20	Q. ASI	Addiction Severity Index
21	R. ASIST	Applied Suicide Intervention Skills Training
22	S. ASO	Administrative Services Organization
23	T. ASRS	Alcohol and Drug Programs Reporting System
24	U. BBS	Board of Behavioral Sciences
25	V. BCP	Business Continuity Plan
26	W. BH	Base Hospital
27	X. BHS	Behavioral Health Services
28	AA. CalWORKs	California Work Opportunity and Responsibility for Kids
29	AB. CAP	Corrective Action Plan
30	AC. CAT	Centralized Assessment Team
31	AD. CCC	California Civil Code
32	AE. CCLD	(California) Community Care Licensing Division
33	AF. CCR	California Code of Regulations
34	AG. CDCR	California Department of Corrections and Rehabilitation
35	AH. CDSS	California Department of Social Services
36	AI. CERC	Children's Emergency Receiving Center
37	AJ. CESI	Client Evaluation of Self at Intake

1	AK. CEST	Client Evaluation of Self and Treatment
2	AL. CFDA	Catalog of Federal Domestic Assistance
3	AM. CFNLP	California Friday Night Live Partnership
4	AN. CFR	Code of Federal Regulations
5	AO. CHDP	Child Health and Disability Prevention
6	AP. CHHS	California Health and Human Services Agency
7	AQ. CHPP	COUNTY HIPAA Policies and Procedures
8	AR. CHS	Correctional Health Services
9	AS. CIPA	California Information Practices Act
10	AT. CL	Club Live
11	AU. CMPPA	Computer Matching and Privacy Protection Act
12	AV. COI	Certificate of Insurance
13	AW. CPA	Certified Public Accountant
14	AX. CSAP	Center for Substance Abuse Prevention
15	AY. CSI	Client and Services Information
16	AZ. CSW	Clinical Social Worker
17	BA. CYBHS	Children and Youth Behavioral Health Services
18	BB. DATAR	Drug Abuse Treatment Access Report
19	BC. DCR	Data Collection and Reporting
20	BD. DD	Dually Diagnosed
21	BE. DEA	Drug Enforcement Agency
22	BF. DHCS	California Department of Health Care Services
23	BG. D/MC	Drug/Medi-Cal
24	BH. DMV	California Department of Motor Vehicles
25	BI. DoD	US Department of Defense
26	BJ. DPFS	Drug Program Fiscal Systems
27	BK. DRC	Probation's Day Reporting Center
28	BL. DRP	Disaster Recovery Plan
29	BM. DRS	Designated Record Set
30	BN. DSM	Diagnostic and Statistical Manual of Mental Disorders
31	BO. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4 th Edition
32	BP. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5 th Edition
33	BQ. EBP	Evidence-Based Practice
34	BR. EDN	Electronic Disease Notification System
35	BS. EEOC	Equal Employment Opportunity Commission
36	BT. EHR	Electronic Health Records
37	BU. ePHI	Electronic Protected Health Information

1	BV. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
2	BW. ERC	Emergency Receiving Center
3	BX. FBO	Faith-Based Organization
4	BY. FFS	Fee For service
5	BZ. FIPS	Federal Information Processing Standards
6	CA. FNL	Friday Night Live
7	CB. FQHC	Federally Qualified Health Center
8	CC. FSP	Full Service Partnership
9	CD. FTE	Full Time Equivalent
10	CE. GAAP	Generally Accepted Accounting Principles
11	CF. HAB	Federal HIV/AIDS Bureau
12	CG. HCA	County of Orange Health Care Agency
13	CH. HHS	Federal Health and Human Services Agency
14	CI. HIPAA	Health Insurance Portability and Accountability Act of 1996,
15		Public Law 104-191
16	CJ. HITECH	Health Information Technology for Economic and Clinical Health
17		Act, Public Law 111-005
18	CK. HIV	Human Immunodeficiency Virus
19	CL. HRSA	Federal Health Resources and Services Administration
20	CM. HSC	California Health and Safety Code
21	CN. IBNR	Incurred But Not Reported
22	CO. ID	Identification
23	CP. IEA	Information Exchange Agreement
24	CQ. IMD	Institute for Mental Disease
25	CR. IOM	Institute of Medicine
26	CS. IRIS	Integrated Records and Information System
27	CT. ISO	Insurance Services Office
28	CU. ITC	Indigent Trauma Care
29	CV. LCSW	Licensed Clinical Social Worker
30	CW. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
31	CX. LPS	Lanterman/Petris/Short (Act)
32	CY. LPT	Licensed Psychiatric Technician
33	CZ. MAT	Medication Assisted Treatment
34	DA. MEDS	Medi-Cal Eligibility Determination System
35	DB. MFT	Marriage and Family Therapist
36	DC. MH	Mental Health
37	DD. MHIS	Mental Health Inpatient Services

1	DE. MIHS	Medical and Institutional Health Services
2	DF. MHP	Mental Health Plan
3	DG. MHRC	Mental Health Rehabilitation Centers
4	DH. MHS	Mental Health Specialist
5	DI. MHSA	Mental Health Services Act
6	DJ. MORS	Milestones of Recovery Scale
7	DK. MS	Mandatory Supervision
8	DL. MSN	Medical Safety Net
9	DM. MTP	Master Treatment Plan
10	DN. NA	Narcotics Anonymous
11	DO. NIATx	Network Improvement of Addiction Treatment
12	DP. NIH	National Institutes of Health
13	DQ. NIST	National Institute of Standards and Technology
14	DR. NOA	Notice of Action
15	DS. NP	Nurse Practitioner
16	DT. NPDB	National Provider Data Bank
17	DU. NPI	National Provider Identifier
18	DV. NPP	Notice of Privacy Practices
19	DW. OCEMS	Orange County Emergency Medical Services
20	DX. OCJS	Orange County Jail System
21	DY. OC-MEDS	Orange County Medical Emergency Data System
22	DZ. OCPD	Orange County Probation Department
23	EA. OCR	Federal Office for Civil Rights
24	EB. OCSD	Orange County Sheriff's Department
25	EC. OIG	Federal Office of Inspector General
26	ED. OMB	Federal Office of Management and Budget
27	EE. OPM	Federal Office of Personnel Management
28	EF. ORR	Federal Office of Refugee Resettlement
29	EG. P&P	Policy and Procedure
30	EH. PA DSS	Payment Application Data Security Standard
31	EI. PAF	Partnership Assessment Form
32	EJ. PAR	Prior Authorization Request
33	EK. PBM	Pharmaceutical Benefits Management
34	EL. PC	California Penal Code
35	EM. PCI DSS	Payment Card Industry Data Security Standard
36	EN. PCP	Primary Care Provider
37	EO. PCS	Post-Release Community Supervision

1	EP. PHI	Protected Health Information
2	EQ. PI	Personal Information
3	ER. PII	Personally Identifiable Information
4	ES. PRA	California Public Records Act
5	ET. PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and
6		Coordination Team
7	EU. PSC	Professional Services Contract
8	EV. PTRC	Paramedic Trauma Receiving Center
9	EW. QI	Quality Improvement
10	EX. QIC	Quality Improvement Committee
11	EY. RHAP	Refugee Health Assessment Program
12	EZ. RHEIS	Refugee Health Electronic Information System
13	FA. RN	Registered Nurse
14	FB. RSA	Remote Site Access
15	FC. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
16	FD. SD/MC	Short-Doyle Medi-Cal
17	FE. SIR	Self-Insured Retention
18	FF. SMA	Statewide Maximum Allowable (rate)
19	FG. SNF	Skilled Nursing Facility
20	FH. SR	Supervised Release
21	FI. SRP	Supervised Release Participant
22	FJ. SSA	County of Orange Social Services Agency
23	FK. SSI	Supplemental Security Income
24	FL. STP	Special Treatment Program
25	FM. SUD	Substance Use Disorder
26	FN. TA	Technical Assistance
27	FO. TAR	Treatment Authorization Request
28	FP. TAY	Transitional Age Youth
29	FQ. TB	Tuberculosis
30	FR. TBS	Therapeutic Behavioral Services
31	FS. TRC	Therapeutic Residential Center
32	FT. TTY	Teletypewriter
33	FU. TUPP	Tobacco Use Prevention Program
34	FV. UMDAP	Uniform Method of Determining Ability to Pay
35	FW. UOS	Units of Service
36	FX. USC	United States Code
37	FY. VOLAGs	Volunteer Agencies

1 FZ. W&IC California Welfare and Institutions Code
2 GA. 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 or
10 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
13 **III. ASSIGNMENT OF DEBTS**

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

21
22 **IV. COMPLIANCE**

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

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 monthly 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 at date of employment, 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 monthly to
16 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
17 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
18 of California health programs and have not been excluded or debarred from participation in any federal
19 or state health care programs, and to further represent to CONTRACTOR that they do not have any
20 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 //

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

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

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

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

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

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

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

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

20 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
21 Individuals relative to this Contract.

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

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

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

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

31 E. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
32 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
33 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
34 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
35 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of
36 such default.

37 //

V. CONFIDENTIALITY

1
2 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
3 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
4 regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may
5 hereafter be amended or changed.

6 B. Prior to providing any services pursuant to this Contract, all members of the CONTRACTOR's
7 governing body or its designee or authorized agent, employees, consultants, subcontractors, volunteers
8 and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
9 confidentiality of any and all information and records which may be obtained in the course of providing
10 such services. This Contract shall specify that it is effective irrespective of all subsequent resignations
11 or terminations of CONTRACTOR's governing body members or its designee or authorized agent,
12 employees, consultants, subcontractors, volunteers and interns.

13 C. CONTRACTOR shall have in effect a system to protect participant records from inappropriate
14 disclosure in connection with activity funded under this Contract. This system shall include provisions
15 for employee education on the confidentiality requirements, and the fact that disciplinary action may
16 occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and
17 technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and
18 availability of all confidential information that it creates, receives, maintains or transmits.
19 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

20 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
21 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
22 regulations regarding confidentiality.

23 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
24 security, and shall include them in all subcontracts.

25 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
26 week, of any suspected or actual breach of its computer system.

VI. COST REPORT

27
28
29 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, and Period
30 Three, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the
31 period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the
32 Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the
33 Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs
34 to and between programs, cost centers, services, and funding sources in accordance with such
35 requirements and consistent with prudent business practice, which costs and allocations shall be
36 supported by source documentation maintained by CONTRACTOR, and available at any time to
37 ADMINISTRATOR upon reasonable notice.

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

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

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

12 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
13 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
14 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
15 extensions be granted for more than seven (7) calendar days.

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

21 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
22 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
23 for final settlement to CONTRACTOR for that period.

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

33 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
34 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
35 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
36 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
37 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days

1 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
2 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

18
19 Signed _____
20 Name _____
21 Title _____
22 Date _____"

23
24 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

25 A. CONTRACTOR certifies that it and its principals:

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

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

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

37 //

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

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

7 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
8 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions
9 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
10 accordance with 2 CFR Part 376.

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

13 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

14 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
15 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
16 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
17 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
18 Any attempted assignment or delegation in derogation of this paragraph shall be void.

19 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
20 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
21 new owners shall be required under the terms of sale or other instruments of transfer to assume
22 CONTRACTOR's duties and obligations contained in this Contract and complete them to the
23 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
24 part, without the prior written consent of COUNTY.

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

31 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
32 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
33 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
34 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
35 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
36 delegation in derogation of this subparagraph shall be void.
37

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

6 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
7 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
8 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
9 the effective date of the assignment.

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

14 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
15 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
16 COUNTY for the provision of services under the Contract.

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

22 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
23 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
24 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
25 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

26 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
27 pursuant to this Contract.

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

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

33 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
34 status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR
35 is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation
36 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance
37 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County

1 that may arise prior to or during the period of Contract performance. While CONTRACTOR will be
2 required to provide this information without prompting from COUNTY any time there is a change in
3 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
4 update to COUNTY of its status in these areas whenever requested by COUNTY.
5

6 **IX. DISPUTE RESOLUTION**

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

11 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a
12 final decision regarding the disposition of any dispute between the Parties arising under, related to, or
13 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final
14 decision.

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

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

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

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

35 //
36 //
37 //

X. EMPLOYEE ELIGIBILITY VERIFICATION

1
2 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
3 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
4 and consultants performing work under this Contract meet the citizenship or alien status requirements
5 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
6 subcontractors, and consultants performing work hereunder, all verification and other documentation of
7 employment eligibility status required by federal or state statutes and regulations including, but not
8 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
9 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
10 covered employees, subcontractors, and consultants for the period prescribed by the law.

XI. EQUIPMENT

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

24 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any
25 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
26 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
27 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
28 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
29 purchased asset in an Equipment inventory.

30 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
31 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
32 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
33 is purchased. Title of expensed Equipment shall be vested with COUNTY.

34 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
35 with funds paid through this Contract, including date of purchase, purchase price, serial number, model
36 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,
37 //

1 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
2 cost, if any.

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

6 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
7 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,
8 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
9 Equipment are moved from one location to another or returned to COUNTY as surplus.

10 G. Unless this Contract is followed without interruption by another agreement between the parties
11 for substantially the same type and scope of services, at the termination of this Contract for any cause,
12 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
13 Contract.

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

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

17 18 **XII. FACILITIES, PAYMENTS AND SERVICES**

19 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
20 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
21 CONTRACTOR shall operate continuously throughout the term of this Contract 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 Maximum Obligation
26 for the appropriate Period(s) as well as the Total Maximum Obligation. The reduction to the Maximum
27 Obligation for the appropriate Period(s) as well as the Total Maximum Obligation shall be in an amount
28 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
29 services, staffing, facilities or supplies.

30 31 **XIII. 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 Contract. 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 Contract, 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 Contract 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 Contract. In addition, all subcontractors
 10 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject
 11 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 Contract 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 Contract. 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 Contract for inspection by
 20 COUNTY representative(s) at any reasonable time.

21 D. All SIRs shall be clearly stated on the COI. If CONTRACTOR is self-insured,
 22 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 23 Contract, agrees to all of the following:

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

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

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

33 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 34 this Contract, the COUNTY may terminate this Contract.

35 F. QUALIFIED INSURER

36 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 37 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current

1 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is
 2 preferred, but not mandatory, that the insurer be licensed to do business in the state of California
 3 (California Admitted Carrier).

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

7 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 8 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	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

24 H. REQUIRED COVERAGE FORMS

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

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

29 I. REQUIRED ENDORSEMENTS

30 1. The Commercial General Liability policy shall contain the following endorsements, which
 31 shall accompany the COI:

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

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 37 //

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

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

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

11 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
 12 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
 13 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
 14 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
 15 this Contract.

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

18 N. Insurance certificates should be forwarded to the agency/department address listed on the
 19 solicitation.

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

23 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
 24 insurance of any of the above insurance types throughout the term of this Contract. Any increase or
 25 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
 26 adequately protect COUNTY.

27 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 28 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
 29 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
 30 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be
 31 entitled to all legal remedies.

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

35 S. SUBMISSION OF INSURANCE DOCUMENTS

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

37 a. Prior to the start date of this Contract.

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

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

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

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

9 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
10 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the
11 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
12 submitted to ADMINISTRATOR.

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

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

19 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
20 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
21 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
22

23 **XIII. INSPECTIONS AND AUDITS**

24 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
25 of the State of California, the Secretary of the United States Department of Health and Human Services,
26 the Comptroller General of the United States, or any other of their authorized representatives, shall have
27 access to any books, documents, and records, including but not limited to, financial statements, general
28 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
29 pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an
30 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
31 in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all
32 reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the
33 premises in which they are provided.

34 B. CONTRACTOR shall actively participate and cooperate with any person specified in
35 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
36 Contract, and shall provide the above-mentioned persons adequate office space to conduct such
37 evaluation or monitoring.

1 C. AUDIT RESPONSE

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

7 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
8 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
9 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
10 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
11 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
12 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
13 reimbursement due COUNTY.

14 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
15 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
16 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
17 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
18 calendar days of receipt.

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

23
24 **XIV. LICENSES AND LAWS**

25 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
26 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
27 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
28 regulations and requirements of the United States, the State of California, COUNTY, and all other
29 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
30 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
31 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
32 cause for termination of this Contract.

33 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

34 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
35 of the award of this Contract:

36 a. In the case of an individual contractor, his/her name, date of birth, social security
37 number, and residence address;

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

4 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 5 state reporting requirements regarding its employees;

6 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 7 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

8 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
 9 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
 10 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
 11 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Contract; and
 12 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 13 grounds for termination of this Contract.

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

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

- 20 1. ARRA of 2009.
- 21 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 22 3. CCC §§1798.80 through 1798.84, Customer Records.
- 23 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 24 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
 25 Security.
- 26 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
 27 Master Plans
- 28 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 29 8. HSC, §11876, Narcotic Treatment Programs.
- 30 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 31 10. Code of Federal Regulations, Title 42, Public Health.
- 32 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 33 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 34 13. 41 CFR 50, Public Contracts and Property Management
- 35 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 36 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
 37 prevention and treatment block grants and/or projects for assistance in transition from

- 1 homelessness grants.
- 2 16. 45 CFR 93, New Restrictions on Lobbying.
- 3 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 4 18. 45 CFR 96.132, Additional Agreements.
- 5 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 6 20. 45 CFR 160, General Administrative Requirements.
- 7 21. 45 CFR 162, Administrative Requirements.
- 8 22. 45 CFR 164, Security and Privacy.
- 9 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 10 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 11 25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act of 2000
- 12 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 13 Contracting and Financial Transactions.
- 14 27. 31 USC §§7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 15 Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- 16 for Federal Awards
- 17 28. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 18 National Institute on Drug Abuse.
- 19 29. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 20 Administration.
- 21 30. 42 USC §290dd-2, Confidentiality of Records.
- 22 31. 42 USC §1320(a), Uniform reporting systems for health services facilities
- 23 and organizations.
- 24 32. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 25 33. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 26 34. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 27 35. 42 USC §2000d, Civil Rights Act of 1964.
- 28 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
- 29 Grants Policy Statement (10/13).
- 30 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
- 31 Co-Occurring Disorders, Mental Health Services Oversight and Accountability
- 32 Commission, 1/17/08
- 33 38. State of California, Department of Alcohol and Drug Programs Audit Assistance
- 34 Guide Manual
- 35 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
- 36 Program Certification Standards, March 2004.
- 37 //

1 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

11 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
12 available social media sites) in support of the services described within this Contract, CONTRACTOR
13 shall develop social media policies and procedures and have them available to ADMINISTRATOR
14 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
15 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
16 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
17 media developed in support of the services described within this Contract. CONTRACTOR shall also
18 include any required funding statement information on social media when required by
19 ADMINISTRATOR.

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

22 E. CONTRACTOR shall also clearly explain through these materials that there shall be no
23 unlawful use of drugs or alcohol associated with the services provided pursuant to this Contract, as
24 specified in HSC, §11999-11999.3.

25
26 **XVII. MAXIMUM OBLIGATION**

27 The Total Maximum Obligation of COUNTY for services provided in accordance with this
28 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
29 the Referenced Contract Provisions of this Contract.

30
31 **XVIII. MINIMUM WAGE LAWS**

32 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
33 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
34 federal or California Minimum Wage to all its employees that directly or indirectly provide services
35 pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all
36 its contractors or other persons providing services pursuant to this Contract on behalf of

37 //

1 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
2 Wage.

3 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
4 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
5 pursuant to providing services pursuant to this Contract.

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

10
11 **XVIII. NONDISCRIMINATION**

12 A. EMPLOYMENT

13 1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not
14 unlawfully discriminate against any employee or applicant for employment because of his/her race,
15 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
16 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
17 orientation, or military and veteran status. Additionally, during the term of this Contract,
18 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
19 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
20 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
21 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
22 orientation, or military and veteran status.

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

27 3. CONTRACTOR shall not discriminate between employees with spouses and employees
28 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
29 the provision of benefits.

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

33 5. All solicitations or advertisements for employees placed by or on behalf of
34 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
35 for employment without regard to race, religious creed, color, national origin, ancestry, physical
36 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

37 //

1 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
2 shall be deemed fulfilled by use of the term EOE.

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

8 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
9 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
10 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
11 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
12 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
13 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
14 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
15 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
16 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
17 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
18 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
19 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
20 or more of the factors identified above:

21 1. Denying a client or potential client any service, benefit, or accommodation.

22 2. Providing any service or benefit to a client which is different or is provided in a different
23 manner or at a different time from that provided to other clients.

24 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
25 others receiving any service or benefit.

26 4. Treating a client differently from others in satisfying any admission requirement or
27 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
28 any service or benefit.

29 5. Assignment of times or places for the provision of services.

30 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
31 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all
32 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
33 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

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

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

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

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

15 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
16 state law, this Contract may be canceled, terminated or suspended in whole or in part and
17 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
18 state or county funds.

19
20 **XIX. NOTICES**

21 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
22 authorized or required by this Contract shall be effective:

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

26 2. When faxed, transmission confirmed;

27 3. When sent by Email; or

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

30 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
31 this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
32 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
33 Parcel Service, or any other expedited delivery service.

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

1 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
2 ADMINISTRATOR.

3
4 **XXI. NOTIFICATION OF DEATH**

5 A. Upon becoming aware of the death of any person served pursuant to this Contract,
6 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

10 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
11 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
12 served pursuant to this Contract; provided, however, weekends and holidays shall not be included for
13 purposes of computing the time within which to give telephone notice and, notwithstanding the time
14 limit herein specified, notice need only be given during normal business hours.

15 2. WRITTEN NOTIFICATION

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

19 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
20 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
21 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served
22 pursuant to this Contract.

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

27
28 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

36 //

37 //

XXIII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

XXIII. 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 Contract for the purpose of personal or professional research, or for publication.

XXIV. SEVERABILITY

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

XXVI. SPECIAL PROVISIONS

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

- 1 1. Making cash payments to intended recipients of services through this Contract.
- 2 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
- 3 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
- 4 use of appropriated funds to influence certain federal contracting and financial transactions).
- 5 3. Fundraising.
- 6 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 7 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 8 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 9 body for expenses or services.
- 10 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 11 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 12 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 13 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 14 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 15 Schedule may be found at www.opm.gov.
- 16 8. Severance pay for separating employees.
- 17 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 18 codes and obtaining all necessary building permits for any associated construction.
- 19 10. Purchasing or improving land, including constructing or permanently improving any
- 20 building or facility, except for tenant improvements.
- 21 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 22 funds (matching).
- 23 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 24 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
- 25 alcohol.
- 26 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the
- 27 Controlled Substance Act (21 USC 812).
- 28 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
- 29 injection of any illegal drug.
- 30 16. Assisting, promoting, or deterring union organizing.
- 31 17. Providing inpatient hospital services or purchasing major medical equipment.
- 32 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 33 shall not use the funds provided by means of this Contract for the following purposes:
- 34 1. Funding travel or training (excluding mileage or parking).
- 35 2. Making phone calls outside of the local area unless documented to be directly for the
- 36 purpose of client care.
- 37 3. Payment for grant writing, consultants, certified public accounting, or legal services.

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

3 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
4 CONTRACTOR's clients.

5 C. Neither party shall be responsible for delays or failures in performance resulting from acts
6 beyond the control of the affected party. Such acts shall include, but not be limited to, acts of God, fire,
7 flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public
8 related utility, or governmental statutes or regulations imposed after the fact.

9
10 **XXVII. STATUS OF CONTRACTOR**

11 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
12 wholly responsible for the manner in which it performs the services required of it by the terms of this
13 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
14 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the
15 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
16 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
17 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
18 subcontractors as they relate to the services to be provided during the course and scope of their
19 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
20 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
21 to be COUNTY's employees.

22
23 **XXVIII. TERM**

24 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
25 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
26 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
27 Contract; provided, however, CONTRACTOR shall be obligated to perform such duties as would
28 normally extend beyond this term, including but not limited to, obligations with respect to
29 confidentiality, indemnification, audits, reporting and accounting.

30 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend
31 or holiday may be performed on the next regular business day.

32
33 **XXVIII. TERMINATION**

34 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
35 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
36 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
37 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe

1 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is
2 resolved and/or the Contract could be terminated.

3 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
4 any of the following events:

5 1. The loss by CONTRACTOR of legal capacity.

6 2. Cessation of services.

7 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
8 another entity without the prior written consent of COUNTY.

9 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
10 required pursuant to this Contract.

11 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
12 this Contract.

13 6. The continued incapacity of any physician or licensed person to perform duties required
14 pursuant to this Contract.

15 7. Unethical conduct or malpractice by any physician or licensed person providing services
16 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
17 removes such physician or licensed person from serving persons treated or assisted pursuant to this
18 Contract.

19 C. CONTINGENT FUNDING

20 1. Any obligation of COUNTY under this Contract is contingent upon the following:

21 a. The continued availability of federal, state and county funds for reimbursement of
22 COUNTY's expenditures, and

23 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
24 approved by the Board of Supervisors.

25 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
26 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given
27 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
28 CONTRACTOR shall not be obligated to accept the renegotiated terms.

29 D. In the event this Contract is suspended or terminated prior to the completion of the term as
30 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
31 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
32 term of the Contract.

33 E. In the event this Contract is terminated CONTRACTOR shall do the following:

34 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
35 is consistent with recognized standards of quality care and prudent business practice.

36 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
37 performance during the remaining contract term.

1 3. Until the date of termination, continue to provide the same level of service required by this
2 Contract.

3 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
4 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
5 orderly transfer.

6 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
7 Client's best interests.

8 6. If records are to be transferred to COUNTY, pack and label such records in accordance
9 with directions provided by ADMINISTRATOR.

10 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
11 supplies purchased with funds provided by COUNTY.

12 8. To the extent services are terminated, cancel outstanding commitments covering the
13 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
14 commitments which relate to personal services. With respect to these canceled commitments,
15 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
16 arising out of such cancellation of commitment which shall be subject to written approval of
17 ADMINISTRATOR.

18 9. Provide written notice of termination of services to each Client being served under this
19 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
20 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
21 day period.

22 F. Either party may terminate this Contract, without cause, upon thirty (30 calendar days') written
23 notice given to the other party. The rights and remedies of COUNTY provided in this Termination
24 Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or
25 under this Contract.

26
27 **XXIX. THIRD PARTY BENEFICIARY**

28 Neither party hereto intends that this Contract shall create rights hereunder in third parties including,
29 but not limited to, any subcontractors or any clients provided services pursuant to this Contract.

30
31 **XXXI. WAIVER OF DEFAULT OR BREACH**

32 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
33 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
34 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
35 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
36 Contract.

37 //

1 IN WITNESS WHEREOF, the parties have executed this Contract, in the County of Orange, State
2 of California.

3
4 **ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**
5 **A.K.A. ORANGE COUNTY DEPARTMENT OF EDUCATION**

6
7 DocuSigned by:
8 BY: Renee Hendrick DATED: 4/1/2020
9 433C8B901E77484...

10 TITLE: Associate Superintendent, Administrative Services

11
12
13
14 COUNTY OF ORANGE

15 BY: _____ DATED: _____
16 PURCHASING AGENT/DESIGNEE

17
18
19 APPROVED AS TO FORM
20 OFFICE OF THE COUNTY COUNSEL
21 ORANGE COUNTY, CALIFORNIA

22 DocuSigned by:
23 BY: Brittany McLean DATED: 4/1/2020
24 9713A4081D4343D...
25 DEPUTY

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
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.

1 EXHIBIT A
 2 TO CONTRACT FOR PROVISION OF
 3 ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 4 FRIDAY NIGHT LIVE PARTNERSHIP
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.
 9 ORANGE COUNTY DEPARTMENT OF EDUCATION
 10 JULY 1, 2020 THROUGH JUNE 30, 2023

11 **I. DEFINITIONS**

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

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

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

17 C. ADEPT: A County of Orange Health Care Agency team reporting to the Prevention and
18 Intervention Division of Behavioral Health Services.

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

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

29 F. Chapter: A term used in certain youth prevention programs that refers to a group of young
30 people and their adult advisor who work together to make a positive impact in their school and
31 community. A chapter is youth driven and led, and serves as the hub of communication, training, and
32 learning opportunities.

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

35 H. Department of Health Care Services (DHCS): The single state agency responsible for
36 administering and coordinating the State's efforts in substance use disorders.
37

1 I. Educational Workshop: A prevention activity involving the Presentation of information on
 2 substance abuse issues with emphasis on interaction and the exchange of information among
 3 participants.

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

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

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

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

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

14 O. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of
 15 prevention services adopted by the IOM, where prevention programs are organized along a targeted
 16 audience continuum, and prevention intervention is based on a combination of Risk and Protective
 17 Factors associated with substance abuse. This continuum is divided into prevention, treatment, and
 18 maintenance categories, and the prevention category is divided into universal, selective, and indicated
 19 prevention classifications.

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

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

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

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

30 R. Outcome: Measurable change that occurs as a result of a program's overall performance in
 31 implementing its planned services.

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

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

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

1 W. Social Media: A group of Internet-based communication tools/applications that allow the
2 creation and exchange of user-generated content; social media is media for social interaction. Types of
3 social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content
4 communities (YouTube), and social networking sites (Facebook).

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

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

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

11 AA. Technical Assistance (TA): Services provided by professional staff intended to provide
12 guidance to prevention programs, community organizations, and individuals to conduct, strengthen, or
13 enhance specific AOD prevention activities.

14 AB. Training: An instructional process that is intended to impart knowledge, skills and
15 competencies required for the performance of a particular job, project or task. Training is a skill building
16 activity that teaches a person how to do something and carries the expectation that the person will take
17 direct, purposeful action by applying the skills developed. XX. Units of Service: The number and/or
18 type of activities the CONTRACTOR will fulfill during a Contractual period.

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

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II. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect	\$ 40,575	\$ 40,575	\$ 40,575	\$ 121,725
SUBTOTAL	\$ 40,575	\$ 40,575	\$ 40,575	\$ 121,725
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	192,626	192,626	192,626	577,878
Benefits	135,566	135,566	135,566	406,698
Services and Supplies	78,233	78,233	78,233	234,699
Subcontracts	<u>28,000</u>	<u>28,000</u>	<u>28,000</u>	<u>84,000</u>
SUBTOTAL PROGRAM COST	\$ 434,425	\$ 434,425	\$ 434,425	\$ 1,303,275
TOTAL COST	\$ 475,000	\$ 475,000	\$ 475,000	\$ 1,425,000
REVENUE				
SAPTBG	<u>\$ 475,000</u>	<u>\$ 475,000</u>	<u>\$ 475,000</u>	<u>\$ 1,425,000</u>
TOTAL REVENUE	\$ 475,000	\$ 475,000	\$ 475,000	\$ 1,425,000
MAXIMUM OBLIGATION	\$ 475,000	\$ 475,000	\$ 475,000	\$ 1,425,000

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

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1 C. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

4

5 <u>CFDA#</u>	6 <u>FAIN#</u>	7 <u>Program/Service Title</u>	8 <u>Federal Funding Agency</u>	9 <u>Federal Award Date</u>	10 <u>Amount</u>	11 <u>R&D Award (Y/N)</u>
12 93.959	13 T110062-19	14 SAPT BG	15 HHS	16 FFY 20 (10/1/19 to 17 6/30/21)	18 \$475,000	19 N

20 CFDA Year: 2017

21 CFDA No.: 93.959

22 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)

23 Federal Agency: Department of Health and Human Services/Substance Abuse and
24 Mental Health Services Administration

25 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

26 Amount: \$475,000 (estimated)

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

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

32 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
33 Budget Paragraph of this Exhibit A to the Contract.

34 **III. CULTURAL COMPETENCY**

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

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IV. PAYMENTS

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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 Contract for which CONTRACTOR shall be reimbursed for the actual cost of
6 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 in 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 Contract. ADMINISTRATOR shall use the Expenditure and
15 Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3.
16 below.

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

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

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

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

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

36 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
37 //

1 and/or termination of this Contract, except as may otherwise be provided under this Contract, or
 2 specifically agreed upon in a subsequent Contract.

3 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 4 Payments Paragraph of this Exhibit A to the Contract.

5 6 **V. REPORTS**

7 **A. FISCAL**

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

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

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

27 **B. PROGRAMMATIC**

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

35 a. Period One reports:

36 Quarter 1: July 1, 2020 through September 30, 2020, due October 15, 2020;

37 Quarter 2: October 1, 2020 through December 31, 2020, due January 15, 2021; and

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

2 b. Period Two reports:

3 Quarter 1: July 1, 2021 through September 30, 2021, due October 15, 2021;

4 Quarter 2: October 1, 2021 through December 31, 2021, due January 15, 2022; and

5 Quarter 3: January 1, 2022 through March 31, 2022, due April 15, 2022.

6 c. Period Three reports:

7 Quarter 1: July 1, 2022 through September 30, 2022, due October 15, 2022;

8 Quarter 2: October 1, 2022 through December 31, 2022, due January 15, 2023; and

9 Quarter 3: January 1, 2023 through March 31, 2023, due April 15, 2023.

10 2. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-
11 End Report to ADMINISTRATOR for Period One by July 31, 2021, Period Two by July 31, 2022 and
12 Period Three by July 31, 2023. The report shall include an Evaluation section which shall contain, but
13 not be limited to, an analysis of the effectiveness of the AOD prevention strategies implemented toward
14 reaching Outcome Measures and Units of Service, a discussion of successes, barriers encountered, and
15 recommendations for future projects. CONTRACTOR shall use the report format provided by
16 ADMINISTRATOR.

17 3. Primary Prevention Substance Use Disorder Data Service (PPSDS) – CONTRACTOR shall
18 comply with the data collection requirements for prevention as mandated by the California Department
19 of Health Care Services (DHCS), Substance Use Disorder Program, Policy and Fiscal Division, Policy
20 and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and report on the
21 service populations as defined in the IOM model. ADMINISTRATOR shall make trainings and
22 technical assistance available for completing reports throughout the term of this Contract.

23 C. CONTRACTOR shall submit additional reports to ADMINISTRATOR as requested. These
24 reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR will be
25 specific as to the nature of the information requested and allow thirty (30) calendar days for
26 CONTRACTOR to respond.

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

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

34 F. CONTRACTOR shall not use reports produced as the result of these services, or data obtained
35 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.
36 All reports shall indicate that the County of Orange Health Care Agency – Alcohol and Drug Education
37 and Prevention Team funds CONTRACTOR’s services.

1 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Reports Paragraph of this Exhibit A to the Contract.

3
4 **VI. SERVICES**

5 A. CONTRACTOR shall provide youth-focused AOD prevention services throughout Orange
6 County, in accordance with, and as defined in the ADEPT Provider Manual furnished by
7 ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

- 8 1. Support of COUNTY’s fiscal year 2018-2023 Alcohol and Other Drug Prevention Strategic
9 Plan;
- 10 2. Alignment with the SPF process; and
- 11 3. Alignment with CSAP prevention strategies.

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

15 C. CONTRACTOR shall work with youth, faculty, parents, volunteers, and students of Orange
16 County public and private high schools, junior high schools, middle schools, alternative schools, special
17 education schools, elementary schools, faith-based organizations and youth-focused community groups
18 in all areas of Orange County.

19 1. CONTRACTOR shall actively recruit and support youth participation in prevention
20 services provided. Prior to distribution, CONTRACTOR shall review materials, messages, and products
21 designed by youth for appropriateness and effectiveness.

22 2. CONTRACTOR shall make its best efforts to provide services pursuant to the Contract in a
23 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
24 shall maintain documentation of such efforts which may include, but not be limited to: records of
25 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
26 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

27 **D. ROLE OF CONTRACTOR**

28 1. CONTRACTOR shall provide AOD prevention services as described herein, through
29 delivery of the FNLP, which includes FNL, CL, and FNL Kids. FNLP builds partnerships for positive
30 and healthy youth development which engage youth as active leaders and resources in their
31 communities. Youth build leadership skills while implementing AOD prevention activities that serve
32 their school and their community.

33 a. FNL is a youth development program serving youth ages thirteen to eighteen (13-18)
34 years.

35 b. CL is a youth development program serving youth ages eleven to thirteen (11 to 13)
36 years

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1 c. FNL Kids is a youth development program for youth ages eight to eleven (8 to 11)
2 years

3 2. CONTRACTOR shall adhere to the Standards of Practice adopted by the California Friday
4 Night Live Partnership (CFNLP). The Standards of Practice state that program participants will
5 experience a safe environment; have opportunities for involvement and connection to the community
6 and school; have opportunities for leadership; have opportunities to engage in meaningful skill-building
7 activities that are designed to capture the interest of young people; and have opportunities for caring and
8 meaningful relationships with adults.

9 E. UNITS OF SERVICE:

10 CONTRACTOR shall provide the following substance use prevention Units of Service by June 15 of
11 each year unless otherwise noted:

12 1. By January 31, of each year, coordinate a Leadership Workshop with one hundred fifty
13 (150) FNL members on leadership skills.

14 2. By January 31, of each year, coordinate a Leadership Workshop with one hundred (100) CL
15 members on leadership skills.

16 3. By January 31, of each year, coordinate a Leadership Workshop with one hundred (100)
17 FNLK members on leadership skills.

18 4. Train ninety (90) FNL members on refusal and decision-making skills in relation to
19 substance use.

20 5. Train seventy (70) CL members on refusal and decision-making skills in relation to
21 substance use.

22 6. Train forty (40) FNLK members on refusal and decision-making skills in relation to
23 substance use.

24 7. Collaborate with chapters, using the principles of youth development, to implement at least
25 forty-five (45) youth-led substance use prevention activities which support the goals identified in HCA’s
26 2018-2023 Alcohol and Other Drug Prevention Strategic Plan.

27 8. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement
28 two (2) youth-led substance use prevention activities in either a feeder middle or elementary school.

29 9. Collaborate with chapters to conduct five (5) youth-led substance use prevention activities
30 designed for adult community members.

31 10. Train five hundred (500) youth on media literacy skills in relation to substance use
32 prevention.

33 11. Collaborate with FNL and/or CL members to conduct a training on media literacy skills
34 using a peer-to-peer model in relation to substance use for one hundred (100) youth.

35 12. Train a minimum of fifty (50) FNL and CL members to conduct trainings on media literacy
36 in relation to substance use for their peers.

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1 13. Collaborate with school-based FNLK chapters to conduct one (1) youth-led substance use
 2 prevention activity at each school with a FNLK Program that results in contact with at least sixty
 3 percent (60%) of the fourth through sixth (4th- 6th) grade students in aggregate.

4 14. Collaborate with school-based CL chapters to conduct one (1) youth-led substance use
 5 prevention activity at each school with a CL Program that result in contact with at least fifty percent
 6 (50%) of the middle/junior high school enrollment in aggregate.

7 15. Collaborate with school-based FNL chapters to conduct at least one (1) youth-led substance
 8 use prevention activity at each school with a FNL Program that results in contact with at least forty
 9 percent (40%) of the high school enrollment in aggregate.

10 16. By December 1, of each year, train twenty (20) advisors on the application of youth
 11 development practices in relation to substance use prevention.

12 17. Train an additional ten (10) advisors on the application of youth development practices in
 13 relation to substance use prevention.

14 18. Conduct a chapter advisor annual satisfaction survey.

15 19. Conduct a year-end recognition event for youth, advisors and program stakeholders.

16 20. Establish two (2) new CL chapters, including at least one (1) in a high-need area or with
 17 youth who are at higher risk of substance use.

18 21. Provide at least one hundred sixty (160) technical assistance sessions to support current
 19 chapters.

20 22. Achieve and/or maintain a Member-In-Good Standing status as defined by the CFNLP
 21 guidelines.

Units of Service	Period One	Period Two	Period Three
Leadership workshop	150 FNL members 100 CL members 100 FNLK members	150 FNL members 100 CL members 100 FNLK members	150 FNL members 100 CL members 100 FNLK members
Refusal and decision-making skills training	90 FNL members 70 CL members 40 FNLK members	90 FNL members 70 CL members 40 FNLK members	90 FNL members 70 CL members 40 FNLK members
Youth-led substance use prevention activities	45 activities	45 activities	45 activities
Media literacy skills trainings	500 youth	500 youth	500 youth
Peer-to-peer media literacy skills trainings	100 youth	100 youth	100 youth

1	Advisor trainings	30 advisors	30 advisors	30 advisors
2	New CL chapters	2	2	2
3	Technical assistance	160	160	160
4	sessions			

6 E. OUTCOME MEASURES

7 CONTRACTOR shall work to achieve the following Outcome Measures by June 15, of each year unless
8 otherwise noted:

- 9 1. By January 31, of each year, at least seventy-five percent (75%) of participants trained at
10 the Leadership Workshop shall report maintained or increased knowledge of leadership
11 skills.
- 12 2. By January 31, of each year, Leadership Workshop participants shall increase confidence to
13 use leadership skills in prevention activities by fifteen percent (15%) as measured by pre-
14 post surveys.
- 15 3. At least seventy-five percent (75%) of participants trained shall report maintained or
16 increased knowledge of refusal skills in relation to the prevention of alcohol and other
17 drugs.
- 18 4. At least seventy-five percent (75%) of participants trained shall report maintained or
19 increased confidence to use refusal skills in relation to the prevention of alcohol and other
20 drugs.
- 21 5. Youth participants who have been trained shall report increased knowledge of refusal skills
22 in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.
- 23 6. Youth participants who have been trained shall report increased self-efficacy to use refusal
24 skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.
- 25 7. At least seventy-five percent (75%) of participants trained shall report maintained or
26 increased knowledge of decision making skills in relation to the prevention of alcohol and other drugs.
- 27 8. At least seventy-five percent (75%) of participants trained shall report maintained or
28 increased confidence to use decision making skills in relation to the prevention of alcohol and other
29 drugs.
- 30 9. Youth participants who have been trained shall report increased knowledge of decision-
31 making skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.
- 32 10. Youth participants who have been trained shall report increased self-efficacy to use
33 decision-making skills in relation to substance use by fifteen percent (15%) as measured by pre-post
34 surveys.
- 35 11. Survey at least eighty percent (80%) of FNL, CL and FNLK chapter members, whereby
36 each group reports an increase in meaningful participation in relation to substance use prevention in
37 their school or community by ten percent (10%) as measured by pre-post surveys.

1 12. Survey at least eighty percent (80%) of FNL, CL and FNLK chapter members, whereby
2 each group reports increased confidence to engage in a youth-led substance use prevention activity by
3 ten percent (10%) as measured by pre-post surveys.

4 13. At least seventy-five percent (75%) of youth trained shall report maintained or increased
5 media literacy in relation to the prevention of alcohol and other drugs.

6 14. Youth participants who have been trained shall report increased level of media literacy
7 skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.

8 15. At least seventy-five percent (75%) of FNL and CL training participants shall report
9 maintained or increased confidence in their ability to conduct trainings on media literacy in relation to
10 the prevention of alcohol and other drugs.

11 16. Youth participants who have been trained to conduct peer media literacy training shall
12 report increased confidence in their ability to conduct these trainings by fifteen percent (15%) as
13 measured by pre-post surveys.

14 G. SUPPORTING ACTIVITIES

15 CONTRACTOR shall, by June 15, of each year, provide the following supporting activities:

- 16 1. Thirteen (13) Community Collaborations;
- 17 2. Twenty five (25) Trainings;
- 18 3. Sixteen (16) Information Disseminations; and
- 19 4. Five (5) Media Inputs.

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

23 I. ACTION PLAN

24 1. CONTRACTOR shall submit to ADMINISTRATOR a preliminary Action Plan by August
25 1 and a final Action Plan by August 15 of each fiscal year. The Action Plan shall clearly describe the
26 activities to be implemented to achieve the Units of Service and Outcome Measures.

27 2. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and
28 the steps necessary to compile and analyze the results.

29 3. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.

30 J. EVALUATION

31 1. CONTRACTOR shall conduct a systematic and comprehensive Evaluation to determine
32 levels of effectiveness and success in accomplishing supporting activities and in achieving the Units of
33 Service and Outcome Measures.

34 2. CONTRACTOR shall participate and ensure that their project evaluator participates in an
35 Evaluation Planning Meeting with ADMINISTRATOR prior to developing an Evaluation Plan.

36 3. CONTRACTOR shall submit to ADMINISTRATOR a detailed and thorough Evaluation
37 Plan that identifies at a minimum:

- 1 a. The proposed evaluator, including qualifications;
- 2 b. How staff time will be tracked, if program staff are to be used for Evaluation;
- 3 c. The method(s) to be used for evaluating the Units of Service and each Outcome
- 4 Measure;
- 5 d. How data will be collected, including the number and characteristics of participants
- 6 from whom data will be collected (sampling methods) and a description of the data-collection
- 7 instruments;
- 8 e. How the Evaluation process is to be conceptually and procedurally integrated within
- 9 the services provided under the Contract; and
- 10 f. How the Evaluation results will be used to make recommendations for improving
- 11 prevention efforts related to the Units of Service and Outcome Measures.

12 4. CONTRACTOR shall submit a preliminary Evaluation Plan to ADMINISTRATOR by

13 August 1 and a final Evaluation Plan by August 15 of each fiscal year.

14 5. CONTRACTOR's Evaluation Plan must be approved, in writing, by ADMINISTRATOR

15 prior to implementation of Evaluation efforts.

16 6. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying

17 Evaluation Plan.

18 7. CONTRACTOR shall ensure that the Evaluation Plan is in compliance with

19 ADMINISTRATOR requirements, as described in the ADEPT Provider Manual.

20 K. MEETINGS

21 1. Monthly Strategic Meeting - CONTRACTOR and ADMINISTRATOR shall meet once a

22 month to discuss project status, share information, clarify issues, and strategize for optimal prevention

23 success. ADMINISTRATOR and CONTRACTOR shall agree on the meeting dates.

24 2. Professional Development - CONTRACTOR's program staff may attend issue-specific

25 trainings and workshops relevant to project objectives or professional development classes as a means of

26 enhancing overall program implementation skills.

27 3. Provider Meetings - At a minimum, at least one CONTRACTOR's Program staff shall

28 attend each of the provider meetings held by ADMINISTRATOR for the purpose of networking,

29 learning, and sharing. Dates for provider meetings shall be determined

30 by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of

31 each meeting.

32 L. SOCIAL MEDIA - CONTRACTOR shall develop policies and procedures for any social

33 media use in the program.

34 M. REQUIRED APPROVALS

35 1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any

36 Training and/or class within Orange County for which a fee is charged, and for all Trainings and/or

37 classes outside Orange County, whether or not a fee is charged.

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

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

8 N. FUNDING RECOGNITION

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

15 O. PATENTS AND COPYRIGHT MATERIALS

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

19 2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United
20 States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or delivered
21 as part of the Contract, whether or not published, which can be considered "works made for hire" per 17
22 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that the
23 copyright to any and all such works made for hire under the Contract, whether published or unpublished,
24 belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A., Section 101.
25 CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to use, reproduce,
26 and disseminate all such material.

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

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

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

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

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

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

18 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 19 Services Paragraph of this Exhibit A to the Contract.

20 **VII. STAFFING**

21 A. CONTRACTOR shall provide services pursuant to this Contract by recruiting, hiring, and
 22 maintaining administrative and program staff who have the requisite qualifications and experience to
 23 provide AOD prevention services under this Contract.

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

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

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

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

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

34 C. All individuals working directly with youth must submit fingerprints and pass a background
 35 check, prior to providing services pursuant to this Contract. CONTRACTOR shall submit to
 36

37 //

1 ADMINISTRATOR copies of the results for each individual that has successfully passed the
 2 background check. CONTRACTOR shall keep copies for its records.

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

10 E. CONTRACTOR shall, submit the resume of each program staff member to
 11 ADMINISTRATOR within thirty (30) calendar days of their hire or assignment for the provision of
 12 services pursuant to this Contract.

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

PROGRAM	<u>FTE</u>
Administrative Assistant III	0.25
Project Coordinator	0.60
Project Assistant	1.50
Subcontractor	<u>0.01</u>
TOTAL FTEs	2.36

23 G. CONTRACTOR shall ensure that administrative staffing is sufficient to support the
 24 performance of services pursuant to this Contract.

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

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

32 J. Requests for exceptions to staffing requirements must be submitted to ADMINISTRATOR in
 33 writing and must specify the benefit to the program. CONTRACTOR must obtain ADMINISTRATOR
 34 approval prior to assignment of program staff member to perform services pursuant to this Contract.

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

37 //

Agenda Item



AGENDA STAFF REPORT

ASR Control 19-001367

MEETING DATE: 05/05/20

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Pending)

DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026
Jeff Nagel (714) 834-7024

SUBJECT: Approval of Contract for Adult and Other Drug Friday Night Live Partnership

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Pending Review	Pending Review	Discussion 3 Votes Board Majority

Budgeted: N/A	Current Year Cost: N/A	Annual Cost: FY 2020-2021 \$475,000 FY 2021-2022 \$475,000 FY 2022-2023 \$475,000
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Staffing Impact: No	# of Positions:	Sole Source: N/A
Current Fiscal Year Revenue: N/A		
Funding Source: 100% Federal (Substance Abuse Prevention and Treatment Block Grant)		County Audit in last 3 years: NO

Prior Board Action: N/A

RECOMMENDED ACTION(S):

- Approve the selection of and the Contract with Orange County Superintendent of Schools A.K.A Orange County Department of Education for the provision of Alcohol and Other Drug Prevention Services Friday Night Live Partnership, for the term of July 1, 2020, through June 30, 2023, for an amount not to exceed \$1,425,000, renewable for two additional one-year terms.
- Pursuant to Contract Policy Manual Section 3.4-114, authorize the County Procurement Officer or authorized Deputy to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the contract amount for the first year of the contract, for the entire term of the Contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.
- Authorize the County Procurement Officer or authorized Deputy, to execute the Agreement as referenced in the Recommended Actions above.

SUMMARY:

Approval of the selection of and Contract with Orange County Superintendent of Schools A.K.A Orange County Department of Education for Other Drug Prevention Services will assist in reducing alcohol and/or drug-impaired driving collisions and youth substance use.

BACKGROUND INFORMATION:

The Health Care Agency (HCA) released a Request for Proposals (RFP) for Alcohol and Other Drug Prevention Services Friday Night Live Partnership (AOD FNL) on January 9, 2020, via BidSync. There was one responder to the RFP. An evaluation panel recommended award of Contract to Orange County Superintendent of Schools A.K.A Orange County Department of Education (OCDE).

HCA staff have conducted due diligence on the vendor. Reference checks were satisfactory and completed with Anaheim Union High School District, Garden Grove Unified School District, and Project Access Resource Centers regarding similar projects.

Scope of Services

Since 1992, when AOD FNL Prevention Services began, chapters have been established in different settings including traditional and non-traditional schools, apartment complexes, after school programs and at youth serving organizations. Chapters are youth-led, with young people (ages eight to 18 years of age) taking the lead in designing and implementing substance use prevention activities that engage their peers to help improve health, their schools and communities. Adult advisors provide ongoing support to chapters throughout the process. Currently, with 33 chapters in Orange County (Table 1), this youth development-focused prevention program is provided countywide. Services provided continue to be in support of Orange County's 2018-2023 Alcohol and Other Drug Prevention Strategic Plan.

Table 1: FNL Chapter/Club Districts and Locations

District	School
Anaheim Union High School District	Gilbert High
	Kennedy High
	Magnolia High
	Savanna High
	Brookhurst Junior High
	Orangeview Junior High
	South Junior High
Brea Olinda Unified School District	Brea Junior High
Buena Park School District	Buena Park Junior High
Capistrano Unified School District	Fred Newhart Middle School
	Ladera Ranch Middle School
Fullerton Joint Union School District	Sunny Hills High
Fullerton School District	D. Russell Parks Junior High
	Laguna Road Elementary
Garden Grove Unified School District	Bolsa Grande High
	Marie L. Hare High
	Santiago High

	Donald S. Jordan Intermediate
	Leroy L. Doig Intermediate
	Clinton-Mendenhall Elementary
Huntington Beach Union High School District	Fountain Valley High
	Valley Vista High
Orange Unified School District	El Modena High
	Panorama Elementary
Saddleback Valley Unified School District	El Toro High
	San Joaquin Elementary
Westminster School District	Hayden Elementary
Community-Based Chapters	Camp Fire After School Program - Cambridge Elementary School (Orange)
	Camp Fire After School Program - Handy Elementary School (Orange)
	Camp Fire After School Program - Yorba Middle School (Orange)
	Casa Youth Shelter Youth Leadership Program (Los Alamitos)
	Jamboree Housing Mendocino (San Clemente)
	Project Access Family Resource Center - Park Vista Apartments (Anaheim)

Scope of Services

Services will include providing leadership and support to the 33 existing chapters, as well as establishing two new chapters in areas indicating higher use among youth or in school districts without existing chapters. Trainings on media literacy, refusal, decision-making and leadership skills, in relation to alcohol and drugs, will be provided to a minimum of 2000 youth, using pre/post evaluations, and a minimum of 30 adult advisors will be trained on the application of youth development practices, in relation to substance use prevention, using surveys.

Performance Outcomes

FY 2018/19, outcomes included the following survey results as indicated in Table 2:

Table 2: Program Performance Outcomes

FY 2018-19 Contracted Outcomes	FY 2018-19 Achieved Outcomes
Youth Education	
Chapter youth trained reporting improved critical thinking and problem solving skills	82%
Chapter youth trained reporting improved communication skills	91%
Chapter youth trained reporting increased engagement in their school or community	92%

Program outcomes for the proposed Contract will be consistent with current year goals and demonstrate maintained and increased skills that have been shown to be effective in reducing youth substance use, as described in Table 3.

Table 3: New Program Performance Outcomes

FY 2020-21 Contracted Outcomes	FY 2020-21 Goal
Youth Education	
Chapter youth trained report maintained or increased confidence to use refusal, decision making, and leadership skills, in relation to the prevention of alcohol and other drugs	75%
Chapter youth trained report maintained or increased level of media literacy, in relation to the prevention of alcohol and other drugs	75%

HCA works collaboratively with each provider to develop a good neighbor policy as required by their contract. To date, HCA has not received any negative feedback from the respective communities.

The Contract include subcontractors. See Attachment B for Contract Summary Form

HCA requests the Board approve the selection of and the Contract for provision of Alcohol and Other Drug Prevention Services Friday Night Live Partnership with OCDE, as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Contract will be included in Budget Control 042 FY 2020-21 Budget and will be included in the budgeting process for future years.

Should services need to be reduced or terminated due to lack of funding, the Contract contains language that allows HCA to give 30 days' notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - MA-042-20011425 for Provision of Alcohol and Other Drug Prevention Services Friday Night Live Partnership

Attachment B - Contract Summary Form

Attachment C - RFP final Scoring Summary

Attachment D - RFP Scoring Summary Table

