

**AMENDMENT NO. 4  
TO  
CONTRACT NO. MA-042-18010420  
FOR  
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES**

~~This Amendment No. 4 to Contract No. MA-042-18010420 for Alcohol and Other Drug Abuse Prevention Services is made and entered into on September 1, 2020 (“Effective Date”) between Orange County Superintendent of Schools A.K.A. Orange County Department of Education (“Contractor”), with a place of business at 200 Kalmus Dr., Costa Mesa, CA 92628, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

**RECITALS**

~~WHEREAS, the Parties executed Contract No. MA-042-18010420 (“Contract”) for Alcohol and Other Drug Abuse Prevention Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$990,000, renewable for two additional one year periods; and~~

~~WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective May 22, 2019 through June 30, 2020, to exercise contingency contract cost increase to Period Two by \$3,500, for a new not to exceed amount of \$993,500; and~~

~~WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective February 1, 2020 through June 30, 2020, to exercise contingency contract cost increase to Period Three, for a new not to exceed amount of \$1,023,000; and~~

~~WHEREAS, the Parties executed Amendment No. 3 to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, and to amend standard language paragraphs and Exhibit A in the Contract; and~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend Exhibit A, Paragraphs II and VI. of the Contract.~~

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

**AMENDMENT NO. 5  
TO  
CONTRACT NO. MA-042-18010420  
FOR  
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES**

~~This Amendment No. 5 to Contract No. MA-042-18010420 for Alcohol and Other Drug Abuse~~

Prevention Services is made and entered into on July 1, 2021 (“Effective Date”) between Orange County Superintendent of Schools A.K.A. Orange County Department of Education (“Contractor”), with a place of business at 200 Kalmus Dr., Costa Mesa, CA 92628, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-18010420 (“Contract”) for Alcohol and Other Drug Abuse Prevention Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$990,000, renewable for two additional one-year periods; and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective May 22, 2019 through June 30, 2020, to exercise contingency contract cost increase to Period Two by \$3,500, for a new not to exceed amount of \$993,500; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective February 1, 2020 through June 30, 2020, to exercise contingency contract cost increase to Period Three, for a new not to exceed amount of \$1,023,000; and

WHEREAS, the Parties executed Amendment No. 3 to renew the Contract for one year, effective July 1, 2020 through June 30, 2021; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraphs II and VI of the Contract, effective September 1, 2020 through June 30, 2021; and.

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend various provisions of the Contract and renew the Contract for one year for County to continue receiving and Contractor to continue providing services set forth in the Contract.

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**REFERENCED CONTRACT PROVISIONS**

~~Term: July 1, 2017 through June 30, 2021~~

~~Period One means the period from July 1, 2017 through June 30, 2018~~

~~Period Two means the period from July 1, 2018 through June 30, 2019~~

~~Period Three means the period from July 1, 2019 through June 30, 2020~~

~~Period Four means the period from July 1, 2020 through June 30, 2021.~~

**~~Maximum Obligation:~~**

<del>Period One Maximum Obligation:</del>	<del>\$330,000</del>
<del>Period Two Maximum Obligation:</del>	<del>330,000</del>
<del>Period Three Maximum Obligation:</del>	<del>330,000</del>
<del>Period Four Maximum Obligation</del>	<del>570,000</del>
<del>TOTAL MAXIMUM OBLIGATION:</del>	<del>\$1,593,000</del>

**Term: July 1, 2017 through June 30, 2021**

**Period One means the period from July 1, 2017 through June 30, 2018**

**Period Two means the period from July 1, 2018 through June 30, 2019**

**Period Three means the period from July 1, 2019 through June 30, 2020**

**Period Four means the period from July 1, 2020 through June 30, 2021.**

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

**Maximum Obligation:**

Period One Maximum Obligation:	\$330,000
Period Two Maximum Obligation:	330,000
Period Three Maximum Obligation:	330,000
Period Four Maximum Obligation	570,000
Period Five Maximum Obligation	570,000
TOTAL MAXIMUM OBLIGATION:	\$2,163,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 12-114-7912

**CONTRACTOR TAX ID Number:** 95-6000943

1 **Notices to COUNTY and CONTRACTOR:**

2  
3 COUNTY: County of Orange  
4 Health Care Agency  
5 Contract Services  
6 405 West 5th Street, Suite 600  
7 Santa Ana, CA 92701-4637

8  
9 CONTRACTOR: Orange County Superintendent of Schools a.k.a.  
10 Orange County Department of Education  
11 200 Kalmus Drive  
12 Costa Mesa, California 92628-9050  
13 Renee Hendrick, Associate Superintendent, Administrative Services  
14 [rhendrick@ocde.us](mailto:rhendrick@ocde.us)

15  
16 **I. ACRONYMS**

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

19	A. ADP	Alcohol and Drug Program
20	B. AES	Advanced Encryption Standard
21	C. ARRA	American Recovery and Reinvestment Act
22	D. ASRS	Alcohol and Drug Programs Reporting System
23	E. BCP	Business Continuity Plan
24	F. CalOMS	California Outcomes Measurement System
25	G. CCC	California Civil Code
26	H. CCR	California Code of Regulations
27	I. CD/DVD	Compact Disc/Digital Video or Versatile Disc
28	J. CEO	County Executive Office
29	K. CFDA	Catalog of Federal Domestic Assistance
30	L. CFR	Code of Federal Regulations
31	M. CHHS	California Health and Human Services Agency
32	N. CHPP	COUNTY HIPAA Policies and Procedures
33	O. CMPPA	Computer Matching and Privacy Protection Act
34	P. COI	Certificate of Insurance
35	Q. DoD	US Department of Defense
36	R. DPFS	Drug Program Fiscal Systems
37	S. DRP	Disaster Recovery Plan

1	T. DRS	Designated Record Set
2	U. EHR	Electronic Health Records
3	V. E-Mail	Electronic Mail
4	W. FAX	Facsimile Machine
5	X. FIPS	Federal Information Processing Standards
6	Y. FTE	Full Time Equivalent
7	Z. GAAP	Generally Accepted Accounting Principle
8	AA. HCA	Health Care Agency
9	AB. HITECH Act	The Health Information Technology for Economic and Clinical Health Act,
10		Public Law 111-005
11	AC. HHS	Health and Human Services
12	AD. HIPAA	Health Insurance Portability and Accountability Act
13	AE. HSC	California Health and Safety Code
14	AF. ID	Identification
15	AG. IEA	Information Exchange Agreement
16	AH. IOM	Institute of Medicine
17	AI. ISO	Insurance Services Office
18	AJ. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
19	AK. NIST	National Institute of Standards and Technology
20	AL. OIG	Office of Inspector General
21	AM. OMB	Office of Management and Budget
22	AN. OPM	Federal Office of Personnel Management
23	AO. PI	Personal Information
24	AP. P&P	Policy and Procedure
25	AQ. PHI	Protected Health Information
26	AR. PRA	Public Record Act
27	AS. SIR	Self-Insured Retention
28	AT. USC	United States Code

## **II. ALTERATION OF TERMS**

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

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

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

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

### **IV. COMPLIANCE**

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

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

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- 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 acknowledge to 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 Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall

1 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to  
 2 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
 3 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a  
 4 reasonable time, which shall not exceed forty five (45) calendar days, and determine if  
 5 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to  
 6 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of  
 7 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
 8 CONTRACTOR shall revise its compliance program and code of conduct to meet  
 9 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
 10 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

24 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all  
 25 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide  
 26 health care items or services or who perform billing or coding functions on behalf of  
 27 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem  
 28 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
 29 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
 30 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
 31 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
 32 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
 33 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and  
 34 procedures if CONTRACTOR has elected to use its own).

35 2. An Ineligible Person shall be any individual or entity who:  
 36 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
 37 federal and state health care programs; or



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

4 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
 6 Agreement.

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

13 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 15 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
 16 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
 17 Ineligible Person.

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

24 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 25 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
 26 screened. Such individual or entity shall be immediately removed from participating in any activity  
 27 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or  
 28 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
 29 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the  
 30 overpayment is verified by ADMINISTRATOR.

31 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General  
 32 Compliance Training available to Covered Individuals.

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

37 2. Such training will be made available to Covered Individuals within thirty (30) calendar

1 days of employment or engagement.

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

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

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

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

11 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
12 Individuals relative to this Agreement.

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

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

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

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

22 E. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall  
23 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to  
24 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR  
25 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults  
26 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this  
27 Agreement on the basis of such default.

## 28 **V. CONFIDENTIALITY**

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

33 B. Prior to providing any services pursuant to this Agreement, all members of the Board of  
34 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and  
35 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the  
36 confidentiality of any and all information and records which may be obtained in the course of providing  
37

1 such services. This Agreement shall specify that it is effective irrespective of all subsequent  
2 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or  
3 authorized agent, employees, consultants, subcontractors, volunteers and interns.

4 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate  
5 disclosure in connection with activity funded under this Agreement. This system shall include  
6 provisions for employee education on the confidentiality requirements, and the fact that disciplinary  
7 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,  
8 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,  
9 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.  
10 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

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

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

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

## 18 **VI. CONFLICT OF INTEREST**

19 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
20 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
21 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods  
22 and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited  
23 to establishing rules and procedures preventing its employees, agents, and subcontractors from providing  
24 or offering gifts, entertainment, payments, loans or other considerations which could be deemed to  
25 influence or appear to influence COUNTY staff or elected officers in the performance of their duties.  
26

## 27 **VII. COST REPORT**

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 Agreement. 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 Agreement. CONTRACTOR shall allocate direct and indirect  
34 costs 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 CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to  
 2 COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or  
 3 termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all  
 4 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of  
 5 this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost  
 6 centers, services, and funding sources in accordance with such requirements and consistent with prudent  
 7 business practice, which costs and allocations shall be supported by source documentation maintained  
 8 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

9  
 10 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time  
 11 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
 12 following:

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

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

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

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

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

33 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
 34 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
 35 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim  
 36 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
 37 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,

1 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
2 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
3 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
4 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

18  
19 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
20 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
21 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
22 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
23 allowable and directly or indirectly related to the services provided and that this Cost  
24 Report is a true, correct, and complete statement from the books and records of  
25 (provider name) in accordance with applicable instructions, except as noted. I also  
26 hereby certify that I have the authority to execute the accompanying Cost Report.

27  
28 Signed \_\_\_\_\_  
29 Name \_\_\_\_\_  
30 Title \_\_\_\_\_  
31 Date \_\_\_\_\_"

32  
33 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

34 A. CONTRACTOR certifies that it and its principals:

- 35 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
36 voluntarily excluded by any federal department or agency.  
37 2. Have not within a three-year period preceding this Agreement been convicted of or had a

1 civil judgment rendered against them for commission of fraud or a criminal offense in connection with  
 2 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
 3 under a public transaction; violation of federal or state antitrust statutes or commission of  
 4 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
 5 receiving stolen property.

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

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

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

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

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

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

22 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
 23 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
 24 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
 25 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
 26 Any attempted assignment or delegation in derogation of this paragraph shall be void.  
 27

28 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
 29 prior written consent of COUNTY.

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

36 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
 37 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of

1 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or  
 2 a change in fifty percent (50%) or more of Board of Directors or any governing body of  
 3 CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any  
 4 attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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 34 **X. DISPUTE RESOLUTIONS**

35 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
 36 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a  
 37 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be

1 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

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

## 26 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

27 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
28 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,  
29 and consultants performing work under this Agreement meet the citizenship or alien status requirements  
30 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
31 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
32 employment eligibility status required by federal or state statutes and regulations including, but not  
33 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
34 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
35 covered employees, subcontractors, and consultants for the period prescribed by the law.  
36

37 //



## **XII. EQUIPMENT**

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

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

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

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

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

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

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

1 this Agreement.

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

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

### 5 6 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

12 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
13 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation  
14 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
15 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount  
16 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
17 services, staffing, facilities or supplies.

### 18 19 **XIV. INDEMNIFICATION AND INSURANCE**

20 ~~A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,~~  
21 ~~and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special~~  
22 ~~districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board~~  
23 ~~("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,~~  
24 ~~including but not limited to personal injury or property damage, arising from or related to the services,~~  
25 ~~products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is~~  
26 ~~entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the~~  
27 ~~concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and~~  
28 ~~COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall~~  
29 ~~request a jury apportionment. CONTRACTOR'S indemnification of COUNTY shall not apply to~~  
30 ~~property damage, personal injury, or death caused by the sole negligence or willful misconduct of the~~  
31 ~~COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and~~  
32 ~~agencies.~~

33 ~~— B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all~~  
34 ~~required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary~~  
35 ~~to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.~~  
36 ~~CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements~~  
37 ~~on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors~~

~~performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

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

~~D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:~~

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

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

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

~~E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.~~

~~F. QUALIFIED INSURER~~

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

~~2. If the insurance carrier does not have an A.M. Best Rating of A /VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's~~

1 ~~performance and financial ratings.~~

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

4	<u>Coverage</u>	<u>Minimum Limits</u>
5	<del>Commercial General Liability</del>	<del>\$1,000,000 per occurrence</del>
6		<del>\$2,000,000 aggregate</del>
7	<del>Automobile Liability including coverage</del>	<del>\$1,000,000 per occurrence</del>
8	<del>for owned, non-owned and hired vehicles</del>	
9	<del>Workers' Compensation</del>	<del>Statutory</del>
10	<del>Employers' Liability Insurance</del>	<del>\$1,000,000 per occurrence</del>
11	<del>Professional Liability Insurance</del>	<del>\$1,000,000 per claims made</del>
12		<del>\$1,000,000 aggregate</del>
13	<del>Sexual Misconduct Liability</del>	<del>\$1,000,000 per occurrence</del>

14 ~~H. REQUIRED COVERAGE FORMS~~

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

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

19 ~~I. REQUIRED ENDORSEMENTS~~

20 ~~1. The Commercial General Liability policy shall contain the following endorsements, which~~  
 21 ~~shall accompany the COI:~~

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

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

29 ~~J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving~~  
 30 ~~all rights of subrogation against the County of Orange, its elected and appointed officials, officers,~~  
 31 ~~and employees.~~

1 ~~agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**~~  
 2 ~~**AGREEMENT.**~~

3 ~~— K. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy~~  
 4 ~~cancellation and within ten (10) days for non payment of premium and provide a copy of the~~  
 5 ~~cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a~~  
 6 ~~breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this~~  
 7 ~~Agreement.~~

8 ~~— L. If CONTRACTOR's Professional Liability is "Claims Made" policy(ies), CONTRACTOR~~  
 9 ~~shall agree to maintain coverage for two (2) years following the completion of the Agreement.~~

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

12 ~~— N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease~~  
 13 ~~insurance of any of the above insurance types throughout the term of this Agreement. Any increase or~~  
 14 ~~decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to~~  
 15 ~~adequately protect COUNTY.~~

16 ~~— O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If~~  
 17 ~~CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY~~  
 18 ~~incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall~~  
 19 ~~constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this~~  
 20 ~~Agreement by COUNTY.~~

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

24 ~~— Q. SUBMISSION OF INSURANCE DOCUMENTS~~

25 ~~— 1. The COI and endorsements shall be provided to COUNTY as follows:~~

26 ~~— a. Prior to the start date of this Agreement.~~

27 ~~— b. No later than the expiration date for each policy.~~

28 ~~— c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding~~  
 29 ~~changes to any of the insurance types as set forth in Subparagraph G, above.~~

30 ~~— 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in~~  
 31 ~~the Referenced Contract Provisions of this Agreement.~~

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

35 ~~— a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR~~  
 36 ~~pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the~~  
 37 ~~required COI and endorsements that meet the insurance provisions stipulated in this Agreement are~~

1 ~~submitted to ADMINISTRATOR.~~

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

6 ~~\_\_\_\_\_ c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from~~  
 7 ~~CONTRACTOR's monthly invoice.~~

8 ~~\_\_\_\_\_ 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any~~  
 9 ~~insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs~~  
 10 ~~and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.~~

11  
 12 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 13 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 14 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
 15 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
 16 including but not limited to personal injury or property damage, arising from or related to the services,  
 17 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
 18 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
 19 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
 20 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
 21 request a jury apportionment.

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

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

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

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

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

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

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

**F. QUALIFIED INSURER**

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

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

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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 (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims -made
	\$1,000,000 aggregate

1 Sexual Misconduct Liability \$1,000,000 per occurrence

2 H. REQUIRED COVERAGE FORMS

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

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

7 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

29 M. If CONTRACTOR's Professional Liability is "Claims Made" policies, CONTRACTOR shall  
 30 agree to maintain coverage for two (2) years following the completion of the Agreement.

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

33 O. Insurance certificates should be forwarded to the agency/department address listed in the  
 34 Referenced Contract Provisions.

35 P. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
 36 days of notification by CEO/Purchasing or the agency/department purchasing division, County may  
 37 immediately terminate this Contract without penalty.



1 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
2 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
3 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
4 adequately protect COUNTY.

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

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

13 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

37 //

**XV. INSPECTIONS AND AUDITS**

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

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

16 C. AUDIT RESPONSE

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

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

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

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

**XVI. LICENSES AND LAWS**

1  
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
3 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
4 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
5 required by the laws, regulations and requirements of the United States, the State of California,  
6 COUNTY, and all other applicable governmental agencies.

7 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

8 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
9 of the award of this Agreement:

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

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

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

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

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

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

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

31 1. ARRA of 2009.

32 2. CCC §§56 through 56.37, Confidentiality of Medical Information.

33 3. CCC §§1798.80 through 1798.84, Customer Records.

34 4. CCC §1798.85, Confidentiality of Social Security Numbers.

35 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social  
36 Security.

37 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse

1 Master Plans.

- 2 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 3 8. HSC, §11876, Narcotic Treatment Programs.
- 4 9. HSC, §§123110 through 123149.5, Patient Access to Health Records. Code of Federal  
5 Regulations, Title 42, Public Health.
- 6 10. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 7 11. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 8 12. 41 CFR 50, Public Contracts and Property Management
- 9 13. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 10 14. 2 CFR 54, Charitable choice regulations applicable to states receiving substance abuse  
11 prevention and treatment block grants and/or projects for assistance in transition from  
12 homelessness grants.
- 13 15. 45 CFR 93, New Restrictions on Lobbying.
- 14 16. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 15 17. 45 CFR 96.132, Additional Agreements.
- 16 18. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 17 19. 45 CFR 160, General Administrative Requirements.
- 18 20. 45 CFR 162, Administrative Requirements.
- 19 21. 45 CFR 164, Security and Privacy.
- 20 22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 21 23. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 22 24. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal  
23 Contracting and Financial Transactions.
- 24 25. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;  
25 National Institute on Drug Abuse.
- 26 26. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services  
27 Administration.
- 28 27. 42 USC §290dd-2, Confidentiality of Records.
- 29 28. 42 USC §1320(a), Uniform reporting systems for health services facilities and  
30 organizations.
- 31 29. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 32 30. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 33 31. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 34 32. 42 USC §2000d, Civil Rights Act of 1964.
- 35 33. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
36 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
37 Federal Awards

- 34. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).
- 35. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08
- 36. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual
- 37. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.

**XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

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

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

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

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

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

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1 **XVIII. MAXIMUM OBLIGATION**

2 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
3 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as  
4 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in  
5 Subparagraph B. below.

6 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
7 percent (10%) of Period One funding for this Agreement.

8  
9 **XIX. MINIMUM WAGE LAWS**

10 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
11 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
12 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
13 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
14 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
15 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
16 Wage.

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

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

24  
25 **XX. NONDISCRIMINATION**

26 A. EMPLOYMENT

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

37 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or

1 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
 2 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection  
 3 for training, including apprenticeship.

4 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
 5 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
 6 the provision of benefits.

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

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

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

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

- 34 1. Denying a client or potential client any service, benefit, or accommodation.
- 35 2. Providing any service or benefit to a client which is different or is provided in a different  
 36 manner or at a different time from that provided to other clients.
- 37 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by

1 others receiving any service or benefit.

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

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

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

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

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

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

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

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

### 32 **XXI. NOTICES**

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

36 1. When written and deposited in the United States mail, first class postage prepaid and  
37 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed



1 by ADMINISTRATOR;

2 2. When faxed, transmission confirmed;

3 3. When sent by Email; or

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

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

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

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

## 16 **XXII. NOTIFICATION OF DEATH**

17  
18 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
19 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

### 28 2. WRITTEN NOTIFICATION

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

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

36 C. If there are any questions regarding the cause of death of any person served pursuant to this  
37 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related

1 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
2 Notification of Death Paragraph.

### 3 4 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

### 12 13 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

14 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
15 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
16 accordance with this Agreement and all applicable requirements, which include but are not limited to:

17 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),  
18 75055(a), 75343(a), and 77143(a).

19 2. State of California, Department of Health Care Services ASRS Manual.

20 3. State of California, Department of Health Care Services DPFS Manual.

21 4. California Health and Safety Code §123145.

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

23 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
24 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
25 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall  
26 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in  
27 violation of federal or state regulations and/or COUNTY policies.

28 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure  
29 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish  
30 and implement written record management procedures.

31 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
32 commencement of the contract, unless a longer period is required due to legal proceedings such as  
33 litigations and/or settlement of claims.

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

36 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that  
37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
2 maintained by or for a covered entity that is:

3 1. The medical records and billing records about individuals maintained by or for a covered  
4 health care provider;

5 2. The enrollment, payment, claims adjudication, and case or medical management record  
6 systems maintained by or for a health plan; or

7 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

8 G. CONTRACTOR may retain client, and/or patient documentation electronically in accordance  
9 with the terms of this Agreement and common business practices. If documentation is retained  
10 electronically, CONTRACTOR shall, in the event of an audit or site visit:

11 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit  
12 or site visit.

13 2. Provide auditor or other authorized individuals access to documents via a computer  
14 terminal.

15 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
16 requested.

17 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
18 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus  
19 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

20 I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or  
21 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
22 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

23 J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years  
24 following discharge of the client and/or patient, with the exception of non-emancipated minors for  
25 whom records must be kept for at least one (1) year after such minors have reached the age of eighteen  
26 (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

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

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

35 //

36 //

37 //

**XXV. RESEARCH AND PUBLICATION**

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

**XXVI. SEVERABILITY**

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

**XXVII. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

9 18. Supplanting current funding for existing services.

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

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

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

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

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

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

20 6. Purchasing or improving land, including constructing or permanently improving any  
21 building or facility, except for tenant improvements.

22 7. Providing inpatient hospital services or purchasing major medical equipment.

23 8. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
24 funds (matching).

25 9. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
26 CONTRACTOR's clients.

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

### 31 32 **XXVIII. STATUS OF CONTRACTOR**

33 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
34 wholly responsible for the manner in which it performs the services required of it by the terms of this  
35 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
36 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
37 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR

1 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR  
 2 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
 3 subcontractors as they relate to the services to be provided during the course and scope of their  
 4 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
 5 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner  
 6 to be COUNTY's employees.

### 8 **XXIX. TERM**

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

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

### 18 **XXX. TERMINATION**

19 A. Either party may terminate this Agreement, without cause, upon thirty (30), calendar days'  
 20 written notice given the other party.

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

25 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
 26 of any of the following events:

- 27 1. The loss by CONTRACTOR of legal capacity.
- 28 2. Cessation of services.
- 29 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 30 another entity without the prior written consent of COUNTY.
- 31 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 32 required pursuant to this Agreement.
- 33 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
 34 this Agreement.
- 35 6. The continued incapacity of any physician or licensed person to perform duties required  
 36 pursuant to this Agreement.
- 37 7. Unethical conduct or malpractice by any physician or licensed person providing services

1 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
 2 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
 3 Agreement.

#### 4 D. CONTINGENT FUNDING

5 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

- 6 a. The continued availability of federal, state and county funds for reimbursement of  
 7 COUNTY's expenditures, and  
 8 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
 9 approved by the Board of Supervisors.

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

14 E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
 15 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
 16 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
 17 term of the Agreement.

18 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.  
 19 above, CONTRACTOR shall do the following:

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

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

24 3. Until the date of termination, continue to provide the same level of service required by this  
 25 Agreement.

26 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
 27 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
 28 orderly transfer.

29 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
 30 client's best interests.

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

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

35 8. To the extent services are terminated, cancel outstanding commitments covering the  
 36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
 37 commitments which relate to personal services. With respect to these canceled commitments,

1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
2 arising out of such cancellation of commitment which shall be subject to written approval of  
3 ADMINISTRATOR.

4 9. Provide written notice of termination of services to each client being served under this  
5 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
6 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
7 day period

8 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
9 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

10  
11 **XXXI. THIRD PARTY BENEFICIARY**

12 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
13 including, but not limited to, any subcontractors or any clients provided services pursuant to this  
14 Agreement.

15  
16 **XXXII. WAIVER OF DEFAULT OR BREACH**

17 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
18 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
19 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
20 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
21 Agreement.

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

3 **PARA XXXIII. SIGNATURE**

4 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
5 AKA ORANGE COUNTY DEPARTMENT OF EDUCATION

6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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

10  
11  
12  
13  
14 COUNTY OF ORANGE

15  
16  
17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

18 HEALTH CARE AGENCY

19  
20  
21  
22  
23 APPROVED AS TO FORM  
24 OFFICE OF THE COUNTY COUNSEL  
25 ORANGE COUNTY, CALIFORNIA

26  
27  
28  
29  
30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

32 DEPUTY

33  
34  
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.

~~EXHIBIT A~~  
~~AMENDMENT NO. 4~~  
~~TO CONTRACT NO. MA-042-18010420~~  
~~FOR~~  
~~ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES~~

EXHIBIT A  
AMENDMENT NO. 5  
TO CONTRACT NO. MA-042-18010420  
FOR  
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES

**I. COMMON TERMS AND DEFINITIONS**

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

1. AOD means Alcohol and Other Drug.

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

3. Department of Health Care Services (DHCS) is the single state agency responsible for administering and coordinating the State’s efforts in substance use disorders.

4. Information Dissemination means the distribution of a collection of facts or data.

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

6. Outcome is a measureable change that occurs as a result of a program’s overall performance in implementing its planned services.

7. Participant means an individual who engages in program activities aimed at preventing and/or eliminating the development of a behavioral health condition.

8. Presentation/Speaking Engagement means structured, culturally relevant alcohol and drug related education and prevention activities which are directed to service providers, community groups, youth, school staff, parents, and the general population and which address problem areas that have been

1 identified within the community.

2 9. Primary Prevention Substance Use Disorder Data Service (PPSDS) is the State Department  
3 of Health Care Services data collection and outcome measurement system.

4  
5 ~~10. Unduplicated Participant means an individual who is counted only once for participating in  
6 a prevention activity.~~

7 ~~11. Strategic Prevention Framework (SPF) is SAMSHA's five step systematic community-  
8 based approach, which aims to ensure that substance abuse prevention programs can and do produce  
9 results.~~

10 ~~12. Technical Assistance are services provided by staff to provide guidance to prevention  
11 programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD  
12 prevention activities.~~

13 ~~13. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill  
14 during a contractual Contract period.~~

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

19  
20 10. Strategic Prevention Framework (SPF) is SAMSHA's five-step systematic community-  
21 based approach, which aims to ensure that substance abuse prevention programs can and do produce  
22 results.

23 11. Technical Assistance are services provided by staff to provide guidance to prevention  
24 programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD  
25 prevention activities.

26 12. Unduplicated Participant means an individual who is counted only once for  
27 participating in a prevention activity.

28 13. Units of Service means the number and/or type of activities the CONTRACTOR will  
29 fulfill during a contractual period.

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

34  
35 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
36 Common Terms and Definitions Paragraph of this Exhibit to the Contract.

37 //

//

**II. BUDGET**

~~A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by~~

	PERIOD	PEROD	PERIOD	PERIOD	TOTAL
	ONE	TWO	THREE	FOUR	
<b>ADMINISTRATIVE COST</b>					
— Indirect	\$ 28,162	\$ 28,488	\$ 30,649	\$ 48,690	\$ 135,989
<b>SUBTOTAL</b>					
<b>ADMINISTRATIVE COST</b>	\$ 28,162	\$ 28,488	\$ 30,649	\$ 48,690	\$ 135,989
<b>PROGRAM COST</b>					
— Salaries	\$189,809	\$191,123	\$195,387	\$307,830	\$ 884,149
— Benefits	92,334	96,984	115,437	158,825	463,580
— Services and Supplies	19,695	16,905	18,027	54,655	109,282
<b>SUBTOTAL — PROGRAM COST</b>					
<b>COST</b>	\$301,838	\$305,012	\$328,851	\$521,310	\$1,457,011
<b>TOTAL GROSS COST</b>	\$330,000	\$333,500	\$359,500	\$570,000	\$1,593,000
<b>REVENUE</b>					
— SAMSHA	\$330,000	\$333,500	\$359,500	\$570,000	\$1,593,000
<b>TOTAL REVENUE</b>	\$330,000	\$333,500	\$359,500	\$570,000	\$1,593,000
<b>TOTAL — MAXIMUM</b>	\$330,000	\$333,500	\$359,500	\$570,000	\$1,593,000
<b>OBLIGATION</b>					

~~A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by~~

	PERIOD	PEROD	PERIOD	PERIOD	PERIOD	TOTAL
	ONE	TWO	THREE	FOUR	FIVE	
<b>ADMINISTRATIVE COST</b>						
— Indirect	\$ 28,162	\$ 28,488	\$ 30,649	\$ 48,690	\$ 48,690	\$ 184,679

1	<u>SUBTOTAL</u>	<u>\$ 28,162</u>	<u>\$ 28,488</u>	<u>\$ 30,649</u>	<u>\$ 48,690</u>	<u>\$ 48,690</u>	<u>\$ 184,679</u>
2	<u>ADMINISTRATIVE COST</u>						
3							
4	<u>PROGRAM COST</u>						
5	Salaries	\$189,809	\$ 191,123	\$195,387	\$307,830	\$309,029	\$1,193,178
6	Benefits	92,334	96,984	115,437	158,825	\$162,084	\$ 625,664
7	Services and Supplies	19,695	16,905	18,027	54,655	50,197	\$ 159,479
8	<u>SUBTOTAL PROGRAM</u>						
9	<u>COST</u>	<u>\$301,838</u>	<u>\$305,012</u>	<u>\$328,851</u>	<u>\$521,310</u>	<u>\$521,310</u>	<u>\$1,978,321</u>
10							
11	<u>TOTAL GROSS COST</u>	<u>\$330,000</u>	<u>\$333,500</u>	<u>\$359,500</u>	<u>\$570,000</u>	<u>\$570,000</u>	<u>\$2,163,000</u>
12							
13	<u>REVENUE</u>						
14	SAMSHA	\$330,000	\$333,500	\$359,500	\$570,000	\$570,000	\$2,163,000
15	<u>TOTAL REVENUE</u>	<u>\$330,000</u>	<u>\$333,500</u>	<u>\$359,500</u>	<u>\$570,000</u>	<u>\$570,000</u>	<u>\$2,163,000</u>
16	<u>TOTAL MAXIMUM</u>	<u>\$330,000</u>	<u>\$333,500</u>	<u>\$359,500</u>	<u>\$570,000</u>	<u>\$570,000</u>	<u>\$2,163,000</u>
17	<u>OBLIGATION</u>						

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

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed in accordance with GAAP, the ASRS Manual, and the DPFS Manual. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP, the ASRS Manual, and the DPFS Manual. The Participant eligibility determination and the fee charged to and collected from Participants, if applicable, together with a record of all billings rendered and revenues received from any source, on behalf of Participants served pursuant to the Contract, must be

reflected in CONTRACTOR's financial records.

~~D. CFDA INFORMATION~~

~~1. The Contract includes federal funds paid to CONTRACTOR. THE CFDA number(s) and associated information for federal funds paid through the Contract are as specified below:~~

<del>CFDA#</del>	<del>FAIN#</del>	<del>Program/Service Title</del>	<del>Federal Funding Agency</del>	<del>Federal Award Date</del>	<del>Amount</del>	<del>R&amp;D Award (Y/N)</del>
<del>93.959</del>	<del>TI1006220</del>	<del>SAPT-BG</del>	<del>HHS</del>	<del>FFY-20 (10/1/19 to 6/30/21)</del>	<del>19,276,499</del>	<del>N</del>

D. CFDA INFORMATION

1. The Contract includes federal funds paid to CONTRACTOR. THE CFDA number(s) and associated information for federal funds paid through the Contract are as specified below:

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>R&amp;D Award (Y/N)</u>
<u>93.959</u>	<u>TI10062-20</u>	<u>SABG</u>	<u>HHS</u>	<u>FY 2020-2021</u>	<u>19,276,499</u>	<u>N</u>

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

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

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

**III. PAYMENTS**

~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$27,500 per month for the months of July 2017 through April 2019, and \$27,791 per month for the months of May 2019 and June 2019 for Period Two, and \$27,500 per month for the months of July 2019 through January 2020 and \$29,958 per month for the months of February 2020 through June 30, 2020 for Period Three, and \$47,500 per month for the months July 2020 through June 2021 for Period Four, as specified~~

~~in the Referenced Contract Provisions of this Contract. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.~~

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$27,500 per month for the months of July 2017 through April 2019, and \$27,791 per month for the months of May 2019 and June 2019 for Period Two, and \$27,500 per month for the months of July 2019 through January 2020 and \$29,958 per month for the months of February 2020 through June 30, 2020 for Period Three, \$47,500 per month for the months July 2020 through June 2021 for Period Four, and \$47,500 per month for the months July 1, 2021 through June 30, 2022, as specified in the Referenced Contract Provisions of this Contract. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide

1 such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day  
 2 of each month. Invoices received after the due date may not be paid within the same month. Payments  
 3 to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt  
 4 of the correctly completed invoice.

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

8 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
 9 with any provision of the Contract.

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

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

#### 16 **IV. REPORTS**

##### 17 **A FISCAL**

18 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
 19 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,  
 20 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described  
 21 in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations  
 22 to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR  
 23 and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject  
 24 to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20)  
 25 calendar days following the end of the month being reported.

26 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These  
 27 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report  
 28 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services  
 29 Paragraph of this Exhibit A to the Contract. Such reports shall include actual monthly costs and revenue  
 30 to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a  
 31 projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted  
 32 in conjunction with the Monthly Expenditure and Revenue Reports.

33 B. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
 34 CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or  
 35 provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20)  
 36 calendar days following the end of the month being reported.



~~C. PROGRAMMATIC~~

~~1. CONTRACTOR shall submit quarterly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, barriers to implementation, staff changes and reasons for staff changes, and plans for the following quarter. CONTRACTOR shall submit supporting documentation with each Quarterly Progress Report including, but not limited to, tracking measures, materials developed, and evaluation results to date. Quarterly Reports are due on the following dates:~~

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

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

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

C. PROGRAMMATIC

1. CONTRACTOR shall submit quarterly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, barriers to implementation, staff changes and reasons for staff changes, and plans for the following quarter. CONTRACTOR shall submit supporting documentation with each Quarterly Progress Report including, but not limited to, tracking measures, materials developed, and evaluation results to date. Quarterly Reports are due on the following dates:

a. Quarter 1: July 1, 2021 through September 30, 2021, due October 15, 2021

b. Quarter 2: October 1, 2021 through December 31, 2021, due January 15, 2022

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

2. CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR by July 31, 2021. The report shall include an evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the AOD prevention strategies implemented, data analysis of outcome measure results, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

3. CONTRACTOR shall comply with the statewide data collection requirements for prevention, using PPSDS, as mandated by the California Department of Health Care Services, Substance Use Disorder Program, Policy and Fiscal Division, Policy and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and report on the service populations as defined in the IOM model.

4. ADMINISTRATOR shall make trainings and technical assistance available for completing PPSDS reports throughout the term of the Contract.

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information

1 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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

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

9 ~~G. CONTRACTOR shall not use reports produced as the result of these services, or data obtained  
10 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.  
11 All reports shall indicate that the County of Orange Health Care Agency Behavioral Health Services  
12 funds CONTRACTOR's services.~~

13  
14 G. CONTRACTOR shall not use reports produced as the result of these services, or data obtained  
15 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.  
16 All reports shall indicate that the Orange County Health Care Agency Behavioral Health Services funds  
17 CONTRACTOR's services.

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

## 20 21 **V. SERVICES**

22 ~~A. CONTRACTOR shall provide services in community based facilities including school sites and  
23 community based locations for effective provision of services to school staff, children/youth, and parent  
24 Participants. CONTRACTOR shall ensure that services are provided in:~~

25 ~~1. Support of COUNTY'S fiscal year 2018-2023 Alcohol and Other Drug Prevention  
26 Strategic Plan;~~

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

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

29 ~~B. SUBSTANCE USE PREVENTION SERVICES~~

30 ~~1. CONTRACTOR shall provide substance use prevention services to individuals not  
31 identified as in need of treatment, as defined in the Federal Register. The services your organization  
32 shall provide are in support of the following goals in the County's Strategic Plan:~~

33 ~~a. Decrease underage drinking~~

34 ~~b. Reduce prescription drug abuse~~

35 ~~c. Decrease cannabis/marijuana use among youth~~

36 ~~2. Implementation CONTRACTOR shall implement evidence based programs and capacity  
37 building activities, which shall include one or more of the following CSAP prevention strategies:~~

~~a. Information Dissemination~~ CONTRACTOR shall attend and provide prevention services primarily at school sites. Services may also be provided at faith based organizations, community centers, community health fairs, juvenile facilities, and other community outreach events where large numbers of youth and parents are in attendance with ADMINISTRATOR approval for purposes of increasing awareness and knowledge of substance abuse trends, issues and resources.

~~b. Youth Education~~ CONTRACTOR shall primarily focus these services at the elementary and intermediate grade levels. The focus of these services shall be on strengthening a young person's interpersonal and social skills. The curriculum shall be age appropriate and aim to affect leadership skill development, coping skills, critical life and social skills including decision making, refusal skills, critical analysis, and systematic judgment abilities. These services involve two way communication and are distinguished from Information Dissemination services by the fact that the interaction between the educator/facilitator and the Participants is the basis of the activity.

~~c. Parent Education~~ CONTRACTOR shall provide education services to parents of elementary and middle/junior high school students. The focus of these educational workshops shall be on substance use trends, prevention strategies, short and long term effects of substance use on the developing adolescent brain, youth development, communication, and improving effective family management. These workshops shall be advertised through school communications with parents and shall be open to any parent in the community to attend. Parent workshops shall be actively and creatively recruited to ensure strong participation.

~~d. School Staff Education~~ CONTRACTOR shall provide workshops to school staff on topics such as substance use trends, prevention strategies, youth development, communication, and methods to improve school climate.

~~e. Community Based Process~~ CONTRACTOR shall conduct outreach to local community groups and organizations as a means of increasing awareness of the need and importance of substance use prevention in the context of improving the quality of life in the community. Services may be provided to community based locations by approval of ADMINISTRATOR.

~~3. Evaluation~~ CONTRACTOR shall monitor, evaluate, sustain and improve, as needed, the prevention services implemented. This involves ongoing measurement of process and outcome data, which is used to continuously refine and improve prevention services, as well as effectively apply resources. Outcomes will include appropriate identifiers as needed to ensure that surveys can be effectively matched.

~~4. CONTRACTOR shall provide the following substance use Prevention Units of Service as follows:~~

~~a. CONTRACTOR shall provide AOD prevention curriculum to a minimum of three thousand six hundred (3,600) unduplicated youth from thirty three (33) schools.~~

~~b. CONTRACTOR shall provide prevention education workshops to a minimum of three hundred sixty (360) unduplicated school staff from twenty seven (27) schools.~~

~~c. CONTRACTOR shall provide prevention education workshops to a minimum of one thousand eight hundred (1800) unduplicated parents from thirty seven (37) schools.~~

~~5. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:~~

<b>UNITS OF SERVICE</b>	<b>Period One</b>	<b>Period Two</b>	<b>Period Three</b>	<b>Period Four</b>
<del>Schools/locations receiving curriculum</del>	<del>17</del>	<del>17</del>	<del>17</del>	<del>33</del>
<del>Unduplicated children/youth trained</del>	<del>2,000</del>	<del>2,000</del>	<del>2,000</del>	<del>3,600</del>
<del>School staff workshops</del>	<del>15</del>	<del>15</del>	<del>15</del>	<del>27</del>
<del>Unduplicated staff trained</del>	<del>200</del>	<del>200</del>	<del>200</del>	<del>360</del>
<del>Parent workshops</del>	<del>17</del>	<del>17</del>	<del>17</del>	<del>37</del>
<del>Unduplicated parents attending workshops</del>	<del>1,000</del>	<del>1,000</del>	<del>1,000</del>	<del>1,800</del>

### ~~C. OUTCOME MEASURES~~

~~1. CONTRACTOR shall collect pertinent data, which would be compiled and analyzed for Participant's level of satisfaction, identified skills sets including but not limited to youth development, leadership skills, refusal skills, decision making skills, coping skills, program outcomes, and quality improvement purposes. In addition, CONTRACTOR shall utilize data collection systems and/or methodologies for monitoring and tracking Participant enrollment, demographics, trends, service utilization and outcomes.~~

~~2. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups, race, and ethnicity, in alignment with data necessary for the PPSDS.~~

~~3. CONTRACTOR shall work to achieve the following Outcome Measures by June 30, 2021.~~

~~a. At least 75% of students educated shall report increased confidence in their ability to refuse alcohol and other drugs, as measured by pre/post surveys.~~

~~b. At least 75% of students educated shall report increased self efficacy in decision making skills in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.~~

~~c. At least 75% of students educated shall report increased confidence to use effective communication skills, in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.~~

~~d. At least 75% of parents educated shall report increased knowledge of current alcohol and other drug trends, as measured by a post survey.~~

~~e. At least 75% of parents educated shall report increased awareness of indicators that youth are using alcohol and/or other drugs.~~

~~f. At least 75% of parents educated shall report their willingness to use strategies to help~~

~~their child not use alcohol and other drugs, as measured by a post survey.~~

~~g. At least 75% of school staff educated shall report increased knowledge of current alcohol and drug trends, as measured by a post survey.~~

~~h. At least 75% of school staff educated shall report increased understanding of how risk and protective factors can influence youth substance use, as measured by a post survey.~~

~~i. At least 75% of school staff educated shall report increased knowledge of strategies they can use to prevent youth substance use, as measured by a post survey.~~

~~D. CONTRACTOR may, in partnership with ADMINISTRATOR, develop, modify, and incorporate different and/or additional outcome measurements, as approved by ADMINISTRATOR.~~

~~E. CONTRACTOR shall conduct on going evaluations of the program and provide analysis to ADMINISTRATOR on quarterly basis and in a format agreeable to ADMINISTRATOR.~~

~~F. MEETINGS~~

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

~~2. Provider Meetings At a minimum, at least one CONTRACTOR's Program staff shall attend each of the provider meetings held by ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for provider meetings shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of each meeting.~~

~~G. CONTRACTOR shall request required approvals on a form approved or provided by ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond to the request.~~

~~H. Funding Recognition All materials produced in accordance with the Contract such as, but not limited to newsletters, brochures, flyers, and pamphlets shall contain a statement that the material is funded through the County of Orange Health Care Agency Behavioral Health Services. I.~~

~~ADMINISTRATOR reserves the right to grant funding recognition exemptions.~~

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

A. CONTRACTOR shall provide services in community-based facilities including school sites and community-based locations for effective provision of services to school staff, children/youth, and parent Participants. CONTRACTOR shall ensure that services are provided in:

1. Support of COUNTY'S fiscal year 2018-2023 Alcohol and Other Drug Prevention Strategic Plan;

2. Alignment with the SPF process; and

3. Alignment with CSAP prevention strategies.

B. SUBSTANCE USE PREVENTION SERVICES

1 1. CONTRACTOR shall provide substance use prevention services to individuals not  
 2 identified as in need of treatment, as defined in the Federal Register. The services your organization  
 3 shall provide are in support of the following goals in the County's Strategic Plan:

4 a. Decrease underage drinking

5 b. Reduce prescription drug abuse

6 c. Decrease cannabis/marijuana use among youth

7 2. Implementation – CONTRACTOR shall implement evidence-based programs and capacity  
 8 building activities, which shall include one or more of the following CSAP prevention strategies:

9 a. Information Dissemination – CONTRACTOR shall provide prevention services  
 10 primarily at school sites. Services may also be provided at faith-based organizations, community  
 11 centers, community health fairs, juvenile facilities, and other community outreach events where large  
 12 numbers of youth and parents are in attendance with ADMINISTRATOR approval for purposes of  
 13 increasing awareness and knowledge of substance use trends, issues and resources.

14 b. Youth Education – CONTRACTOR shall primarily focus these services at the  
 15 elementary and intermediate grade levels. The focus of these services shall be on strengthening a young  
 16 person's interpersonal and social skills. The curriculum shall be age appropriate and aim to affect  
 17 leadership skill development, coping skills, critical life and social skills including decision-making,  
 18 refusal skills, critical analysis, and systematic judgment abilities. These services involve two-way  
 19 communication and are distinguished from Information Dissemination services by the fact that the  
 20 interaction between the educator/facilitator and the Participants is the basis of the activity.

21 c. Parent Education – CONTRACTOR shall provide education services to parents of  
 22 elementary and middle/junior high school students. The focus of these educational workshops shall be  
 23 on substance use trends, prevention strategies, short and long-term effects of substance use on the  
 24 developing adolescent brain, youth development, communication, and improving effective family  
 25 management skills. These workshops shall be advertised through school communications with parents  
 26 and shall be open to any parent in the community to attend. Parent workshops shall be actively and  
 27 creatively recruited to ensure strong participation.

28 d. School Staff Education - CONTRACTOR shall provide workshops to school staff on  
 29 topics such as substance use trends, prevention strategies, youth development, communication, and  
 30 methods to improve school climate.

31 e. Community-Based Process – CONTRACTOR shall conduct outreach to local  
 32 community groups and organizations as a means of increasing awareness of the need and importance of  
 33 substance use prevention in the context of improving the quality of life in the community. Services may  
 34 be provided to community-based locations by approval of ADMINISTRATOR.

35 3. Evaluation – CONTRACTOR shall monitor, evaluate, sustain and improve, as needed, the  
 36 prevention services implemented. This involves ongoing measurement of process and outcome data,  
 37 which is used to continuously refine and improve prevention services, as well as effectively apply

resources. Outcomes will include appropriate identifiers as needed to ensure that surveys can be effectively matched.

4. CONTRACTOR shall provide the following substance use Prevention Units of Service by June 30, 2022:

a. CONTRACTOR shall provide AOD prevention curriculum to a minimum of three thousand six hundred (3,600) unduplicated youth from thirty-three (33) schools.

b. CONTRACTOR shall provide prevention education workshops to a minimum of three hundred sixty (360) unduplicated school staff from twenty-seven (27) schools.

c. CONTRACTOR shall provide prevention education workshops to a minimum of one thousand eight hundred (1800) unduplicated parents from thirty-seven (37) schools.

5. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

<u>UNITS OF SERVICE</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
<u>Schools receiving AOD prevention curriculum</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>33</u>	<u>33</u>
<u>Unduplicated children/youth educated</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>3,600</u>	<u>3,600</u>
<u>Schools receiving staff workshops</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>27</u>	<u>27</u>
<u>Unduplicated staff educated</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>360</u>	<u>360</u>
<u>Schools receiving parent workshops</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>37</u>	<u>37</u>
<u>Unduplicated parents attending workshops</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,800</u>	<u>1,800</u>

6. CONTRACTOR shall work to achieve the following Outcome Measures by June 30, 2022.

a. At least 75% of students educated shall report increased confidence in their ability to refuse alcohol and other drugs, as measured by pre/post surveys.

b. At least 75% of students educated shall report increased self-efficacy in decision making skills in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.

c. At least 75% of students educated shall report increased confidence to use effective communication skills, in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.

d. At least 75% of parents educated shall report increased knowledge of current alcohol and other drug trends, as measured by a post survey.

e. At least 75% of parents educated shall report increased awareness of indicators that youth are using alcohol and/or other drugs, as measured by a post survey.

f. At least 75% of parents educated shall report their willingness to use strategies to help their child not use alcohol and other drugs, as measured by a post survey.

g. At least 75% of school staff educated shall report increased knowledge of current



1 alcohol and drug trends, as measured by a post survey.

2 h. At least 75% of school staff educated shall report increased understanding of how risk  
3 and protective factors can influence youth substance use, as measured by a post survey.

4 i. At least 75% of school staff educated shall report increased knowledge of strategies  
5 they can use to prevent youth substance use, as measured by a post survey.

6 C. CONTRACTOR may, in partnership with ADMINISTRATOR, develop, modify, and  
7 incorporate different and/or additional outcome measurements, as approved by ADMINISTRATOR.

8 D. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to  
9 ADMINISTRATOR on quarterly basis and in a format agreeable to ADMINISTRATOR.

10 E. MEETINGS

11 1. Monthly Strategic Meetings – CONTRACTOR and ADMINISTATOR shall meet once a  
12 month to discuss project status, share information, clarify issues, and strategize for optimal prevention  
13 success. ADMINISTRATOR and CONTRACTOR shall agree on the meeting dates.

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

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

21 F. CONTRACTOR shall request required approvals on a form approved or provided by  
22 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond  
23 to the request.

24 G. Funding Recognition – All materials produced in accordance with the Contract such as, but not  
25 limited to newsletters, brochures, flyers, and pamphlets shall contain a statement that the material is  
26 funded through the Orange County Health Care Agency Behavioral Health Services.  
27 ADMINISTRATOR reserves the right to grant funding recognition exemptions.

28 H. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to  
29 modify the Services Paragraph of this Exhibit A to the Contract.

30  
31 **VI. STAFFING**

32 ~~— A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs~~  
33 ~~continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty~~  
34 ~~(40) hours of work per week to provide AOD Prevention Services:~~

<del>PROGRAM</del>	<del>FTEs</del>
<del>— Program Coordinator</del>	<del>2.00</del>



1	<del>Program Support Assistant</del>	<del>1.00</del>
2	<del>Project Assistant</del>	<del>2.00</del>
3	<del>SUBTOTAL PROGRAM FTEs</del>	<del>5.00</del>
4		
5	<del>TOTAL FTEs</del>	<del>5.00</del>

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide AOD Prevention Services:

<u>PROGRAM</u>	<u>FTEs</u>
<u>Prevention Education Coordinator</u>	<u>0.10</u>
<u>Program Coordinator</u>	<u>2.00</u>
<u>Program Support Assistant</u>	<u>0.75</u>
<u>Project Assistant</u>	<u>2.00</u>
<u>SUBTOTAL PROGRAM FTEs</u>	<u>4.85</u>
<u>TOTAL FTEs</u>	<u>4.85</u>

B. CONTRACTOR shall provide services pursuant to the Contract by recruiting, hiring, and maintaining administrative and program staff who have the requisite qualifications and experience to provide substance use prevention services under the Contract. CONTRACTOR shall also make best effort to recruit, hire, train, and maintain staff that are persons in recovery, and/or family members of persons in recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories

C. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when bilingual and bicultural composition of the staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

D. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR

1 shall maintain documents of such efforts which may include; but not be limited to: records of  
 2 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies  
 3 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to  
 4 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

5 E. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and  
 6 trained volunteers and/or interns upon written approval of ADMINISTRATOR.

7 F. CONTRACTOR shall maintain personnel files for each staff member, both administrative and  
 8 programmatic, both direct and indirect, which shall include, but not be limited to, an application for  
 9 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if  
 10 applicable), pay rate and evaluations justifying pay increases.

11 G. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e.  
 12 office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The  
 13 P&Ps shall address at the minimum the following:

- 14 1. Eligibility and selection criteria;
- 15 2. Staff's field/home on-duty conduct and responsibilities;
- 16 3. Supervision plan of staff and equipment including emergency procedure; and
- 17 4. Confidentiality and records keeping.

18 H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
 19 any staffing vacancies that occur during the term of the Contract.

20 I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in  
 21 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or  
 22 external temporary staffing assignment requests that occur during the term of the Contract.

23 J. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training  
 24 prior to discharging duties associated with their titles and any other training necessary to assist the  
 25 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as  
 26 State and Federal regulatory requirements.

27 K. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid  
 28 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program  
 29 effectiveness. Supervision methods should include debriefings and consultation as needed, individual  
 30 supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor  
 31 who has extensive knowledge regarding behavioral health issues.

32 L. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to  
 33 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR  
 34 Standards of Care practices, P&Ps, documentation standards and any State regulatory requirements.

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

37 N. CONTRACTOR shall perform a pre-employment screening of any person who will provide

1 | services pursuant to the Contract. All staff, including volunteers and interns, must meet the following  
2 | requirements prior to providing any service pursuant to the Contract:

3 | 1. No person shall have been convicted of a sex offense for which the person is required to  
4 | register as a sex offender under California Penal Code section 290;

5 | 2. No person shall have been convicted of an arson offense – Violation of Penal Code sections  
6 | 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

7 | 3. No person shall have been convicted of any violent felony as defined in Penal Code section  
8 | 667.5, which involve doing bodily harm to another person, for which the staff member was convicted  
9 | within five (5) years prior to employment;

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

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

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

16 | 7. No person shall be on parole or probation;

17 | 8. No person shall participate in the criminal activities of a criminal street gang and/or prison  
18 | gang; and

19 | 9. No prior employment history of improper conduct, including but not limited to, forging or  
20 | falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with  
21 | staff or residents at any treatment facility.

22 | O. All individuals working directly with youth must submit fingerprints and pass a background  
23 | check, prior to providing services pursuant to the Contract. CONTRACTOR shall submit to  
24 | ADMINISTRATOR copies of the results for each individual that has successfully passed the  
25 | background check. CONTRACTOR shall retain copies for its records.

26 | P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
27 | Staffing Paragraph of this Exhibit A to the Contract.

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