

AGREEMENT FOR PROVISION OF
ALCOHOL AND OTHER DRUG PREVENTION SERVICES
FRIDAY NIGHT LIVE PARTNERSHIP

BETWEEN
COUNTY OF ORANGE

AND

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.

ORANGE COUNTY DEPARTMENT OF EDUCATION

JULY ~~16, 2015~~ 1, 2017 THROUGH JUNE 30, ~~2017~~ 2019

THIS AGREEMENT entered into this ~~16th~~ 1st day of July ~~2015, which~~ 2017 (effective date ~~is~~
~~enumerated for purposes of reference only.~~), is by and between the COUNTY OF ORANGE, a political
subdivision of State of California (COUNTY), and
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A. ORANGE COUNTY
DEPARTMENT OF EDUCATION, a California local government agency (CONTRACTOR).
COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or
collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care
Agency (ADMINISTRATOR).

W I T N E S S E T H:

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

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

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

~~—NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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

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REFERENCED CONTRACT PROVISIONS

Term: July ~~16, 2015~~ 1, 2017 through June 30, ~~2017~~ 2019

Period One means the period from July ~~16, 2015~~ 1, 2017 through June 30, ~~2016~~ 2018

Period Two means the period from July 1, ~~2016~~ 2018 through June 30, ~~2017~~ 2019

Maximum Obligation: \$800,000

Period One Maximum Obligation: ~~_____~~ \$ 400,000

Period Two Maximum Obligation: ~~_____~~ -400,000

TOTAL MAXIMUM OBLIGATION: \$ 800,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number: 12-114-7912

CONTRACTOR TAX ID Number: 95-6000943

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Orange County Superintendent of Schools
 _____ a.k.a. Orange County Department of Education
 _____ ~~Nicole Savio Newfield, M.A.~~
 _____ 200 Kalmus Drive
 _____ Costa Mesa, ~~CA 92868-9050~~ California 92626
 _____ Renee Hendrick, Associate Superintendent, Administrative Services
 _____ rhendrick@ocde.us

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I. ACRONYMS

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

A.	AA	Alcoholics Anonymous
B.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
C.	ABC	Allied Behavioral Care
D.	ACH	Acute Care Hospital
E.	ADAS	Alcohol and Drug Abuse Services
F.	<u>ADEPT</u>	<u>Alcohol and Drug Education and Prevention Team</u>
G.	ADL	Activities of Daily Living
H.	G. ADP	Alcohol and Drug Program
I.	H. AES	Advanced Encryption Standard
J.	I. AFLP	Adolescent Family Life Program
J.	K. AIDS	Acquired Immune Deficiency Syndrome
K.	L. AIM	Access for Infants and Mothers
M.	L. AMHS	Adult Mental Health Services
M.	N. AOD	<u>Alcohol and Other Drugs</u>
O.	ARRA	American Recovery and Reinvestment Act of 2009
NP.	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
OQ.	ASI	Addiction Severity Index
PR.	ASIST	Applied Suicide Intervention Skills Training
QS.	ASO	Administrative Services Organization
RT.	ASRS	Alcohol and Drug Programs Reporting System
S.	U. BBS	Board of Behavioral Sciences
T.	V. BCP	Business Continuity Plan
W.	U. BH	Base Hospital
X.	V. BHS	Behavioral Health Services
WY.	CalOMS	California Outcomes Measurement System
Z.	X CalOMS Pv	<u>California Outcome Measurement Service for Prevention</u>
AA.	CalWORKs	California Work Opportunity and Responsibility for Kids
YAB.	CAP	Corrective Action Plan
AC.	Z. CAT	Centralized Assessment Team
AAAD.	CCC	California Civil Code
ABAE.	CCLD	(California) Community Care Licensing Division
ACAF.	CCR	California Code of Regulations
ADAG.	CDCR	California Department of Corrections and Rehabilitation
AEAH.	CDSS	California Department of Social Services

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

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

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

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

FX.	FO.	USC	United States Code
FY.	FP.	VOLAGs	Volunteer Agencies
FZ.	FQ.	W&IC	California Welfare and Institutions Code
GA.	FR.	WIC	Women, Infants and Children

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 Exhibits, 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 ~~relevant HCA~~ policies and procedures relating to ~~HCA's~~ ADMINISTRATOR's Compliance Program, ~~HCA's~~ Code of Conduct and ~~access to~~ General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program and Code of Conduct ~~have been verified to~~ 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 ~~subparagraphs below~~ 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. ~~3.~~ If CONTRACTOR ~~elects to adhere~~ does not provide proof of its own Compliance program to HCA's 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 ~~award~~ execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its ~~Compliance~~ compliance Program, ~~Code~~ code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's ~~Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct contain all required elements.

to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and~~

~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

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

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

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any

debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training ~~and Provider Compliance Training, where appropriate,~~ available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY

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

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

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

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

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

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

VI. COST REPORT

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

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

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

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

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

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

1 shall be immediately reimbursed to COUNTY.

2 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
3 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
4 for final settlement to CONTRACTOR for that period. ~~CONTRACTOR shall document that costs are~~
5 ~~reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The~~
6 ~~Cost Report shall be the final financial record for subsequent audits, if any.~~

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

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

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

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

29
30 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
31 supporting documentation prepared by _____ for the cost report period
32 beginning _____ and ending _____ and that, to the best of my
33 knowledge and belief, costs reimbursed through this Agreement are reasonable and
34 allowable and directly or indirectly related to the services provided and that this Cost
35 Report is a true, correct, and complete statement from the books and records of
36 (provider name) in accordance with applicable instructions, except as noted. I also
37 hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____

Name _____

Title _____

Date _____

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to

ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

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

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

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

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

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

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

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

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. EQUIPMENT

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

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

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

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

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

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

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

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

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

XI. FACILITIES, PAYMENTS AND SERVICES

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

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

//

XII. INDEMNIFICATION AND INSURANCE

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

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with ~~and~~. CONTRACTOR agrees to maintain keep such insurance coverage, Certificates of Insurance, and endorsements 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 be covered under CONTRACTOR's insurance as an Additional Insured or 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 ~~\$25~~ 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 ~~acceptable to COUNTY~~ as required in this Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, ~~COUNTY may~~ 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 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	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Sexual Misconduct Liability

\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

~~1~~ a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

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

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

~~O.~~ COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with

COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Agreement ~~may be in breach without further notice to CONTRACTOR, and by COUNTY shall be entitled to all legal remedies.~~

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

QP. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement.~~ above.
2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
 - a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 - b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 - c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XIII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general

ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

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

XIV. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

1. ARRA of 2009.

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

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

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

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

Security.

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.
- 5 10. Code of Federal Regulations, Title 42, Public Health.
- 6 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 7 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 8 13. 41 CFR 50, Public Contracts and Property Management
- 9 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 10 15. 42 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 16. 45 CFR 93, New Restrictions on Lobbying.
- 14 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 15 18. 45 CFR 96.132, Additional Agreements.
- 16 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 17 20. 45 CFR 160, General Administrative Requirements.
- 18 21. 45 CFR 162, Administrative Requirements.
- 19 22. 45 CFR 164, Security and Privacy.
- 20 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 21 ~~24. Public Law 107-110, No Child Left Behind Act of 2001.~~
- 22 ~~24. 25. 42 CFR, Public Health 20 USC §7183, Pro Children Act of 1994.~~
- 23 ~~26. PC §11164 et seq., Child Abuse and Neglect Reporting Act.~~
- 24 ~~27. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.~~
- 25 ~~28. 25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act~~
- 26 ~~of 2000~~
- 27 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 28 Contracting and Financial Transactions.
- 29 27. 31 USC §§7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 30 Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- 31 for Federal Awards
- 32 28. 42 USC §§ ~~29. 42 USC §§~~285n through 285o, National Institute on Alcohol
- 33 Abuse and Alcoholism;
- 34 National Institute on Drug Abuse.
- 35 29. 42 USC §§ ~~30. 42 USC §§~~290aa through 290kk-3, Substance Abuse and Mental
- 36 Health Services
- 37 Administration.

30. ~~31.~~ 42 USC §290dd-2, Confidentiality of Records.
- ~~32~~31. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
- ~~33~~32. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- ~~34~~33. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- ~~35~~34. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- ~~36~~35. 42 USC §2000d, Civil Rights Act of 1964.
- ~~37. 31 USC 7501—7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards~~
- ~~38~~36. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).
- ~~39~~37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08
- //
- ~~40~~38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual
- ~~41~~//
39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.

XV. 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.

XVI. MAXIMUM OBLIGATION

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

XVII. MINIMUM WAGE LAWS

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

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

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

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual

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

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

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

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

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

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

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

regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

state or county funds.

XIX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming

1 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

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

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

10 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

14 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
15 of any applicable public event or meeting. The notification must include the date, time, duration,
16 location and purpose of the public event or meeting. Any promotional materials or event related flyers
17 must be approved by ADMINISTRATOR prior to distribution.
18

19 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 23 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),
24 75055(a), 75343(a), and 77143(a).
- 25 2. State of California, Department of Health Care Services ASRS Manual.
- 26 3. State of California, Department of Health Care Services DPFS Manual.
- 27 4. California Health and Safety Code §123145.
- 28 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

31 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
32 preparation, and confidentiality of records related to participant, client and/or ~~patient~~ participant records
33 are met at all times.

34 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
35 commencement of the contract, unless a longer period is required due to legal proceedings such as
36 litigation and/or settlement of claims.
37

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

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

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

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

XXIII. RESEARCH AND PUBLICATION

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

XXIV. 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.

XXV. 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.

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.

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

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

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

16. Assisting, promoting, or deterring union organizing.

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

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

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

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

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

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

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

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

XXVI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this

Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXVII. TERM

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

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

XXVIII. TERMINATION

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

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

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

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

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

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

D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIX. THIRD PARTY BENEFICIARY

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

XXX. WAIVER OF DEFAULT OR BREACH

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

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

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

A.K.A. ORANGE COUNTY DEPARTMENT OF EDUCATION

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer 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
TO AGREEMENT FOR PROVISION OF
ALCOHOL AND OTHER DRUG PREVENTION SERVICES
FRIDAY NIGHT LIVE PARTNERSHIP
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.
ORANGE COUNTY DEPARTMENT OF EDUCATION
JULY ~~16, 2015~~ 1, 2017 THROUGH JUNE 30, ~~2017~~ 2019

I. DEFINITIONS

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

A. Action Plan: A form documenting key tasks that must be completed to create change ~~in any identified issue area.~~ Action ~~plans~~ Plans detail how resources are to be used to get the planned work done.

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

C. ADEPT: ~~The A~~ County of Orange Health Care ~~Agency's Alcohol and Drug Education and Prevention Team~~ Agency team reporting to the Health Promotion Division of Public Health Services.

~~C.D.~~ ADEPT Provider Manual: The Provider Manual designed by ADEPT to describe the specific services to be performed by AOD providers. ~~The Manual~~ It provides guidance, instructions, ~~goals, performance objectives, performance measures~~ Goals, Outcome Objectives, Process Objectives, and ~~evaluation~~ Evaluation components.

~~— D. Activity: An organized function designed to advance a prevention strategy or objective.~~

~~— E. AOD: Alcohol and Other Drugs.~~

~~— F.~~ E. CalOMS Pv: The statewide data collection and ~~outcome~~ Outcome measurement system.

~~— G. Campaign: A planned and sustained prevention effort to address a specific AOD issue within a defined community or region. A campaign is a time extended process involving multiple activities that may be long term or short term in duration.~~

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

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

JH. Collaboration: A process of participation through which people, groups, agencies, ~~coalitions~~ Coalitions, and/or task forces work ~~together~~ toward AOD-prevention ~~goals~~ Goals.

~~—K. Connectedness: A protective factor, defined as a young person's sense of bonding or attachment to an institution (school), organization (faith-based), group (family), and/or community.~~

~~—L. Department of Health Care Services: The Department of Health Care Services (DHCS) is designated as the Single State Agency//~~

I. DHCS: The single state agency responsible for administering and coordinating the State's efforts in alcohol and drug abuse prevention, treatment, and recovery services.

MJ. Educational Workshop: A prevention ~~Activity~~ activity involving the presentation of information on substance abuse issues with emphasis on interaction and the exchange of information among participants.

NK. Evaluation: Systematic collection, analysis, and use of program information for multiple purposes, including monitoring, program improvement, ~~Outcome~~ outcome assessment, and planning, ~~and policy-making.~~

OL. Evaluation Plan: A document created at the beginning of the project year detailing intended evaluation aspects of the project.

PM. FBO: A generic term that refers to any organization, group or congregation (such as a church, synagogue, parish, mosque, or temple) that has a faith element integrated into its ~~organization~~ structure.

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

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

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

~~Q. T. Meaningful Participation: A protective factor, defined as the involvement of youth in relevant, engaging, and interesting activities that provide opportunities for individual responsibility and contribution.~~

~~—U. Media Input:~~ A form of communication that is prepared with the intent of increasing public awareness/support for a prevention project, service or ~~Activity~~ activity. There are two basic types of

Media Inputs: ~~1) an item submitted for publication by an established media outlet (a newspaper, radio or television station), 2) an item designed to be publically displayed to a wide audience (a billboard or banner)~~ stated below. In the second type, it is crucial that the item is displayed in a public venue with high traffic, e.g. a popular retail establishment, a public library, or a school campus.

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

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

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

WS. Outcome: ~~The measurable changes~~ Measurable change that ~~occur~~ occurs as a result of a project's overall performance in implementing its planned activities.

~~T. —X. Performance Measure: An Activity to be performed in support of prevention initiatives.~~

~~—Y. Performance Outcome Objective:~~ A statement that specifies the measurable measureable result or ~~Outcome~~ direct impact of a ~~prevention initiative~~ program or ~~Activity~~ activity in reference to a quantitative criterion and a timeframe.

~~—Z. U. Process Objective: Operational activities and tasks that support success of the outcome.~~

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

W. Social Media: ~~—AA. Protective Factors: Conditions that buffer young people from the negative consequences of exposure to risks by either reducing the impact of the risk or changing the way a person responds to the risk.~~

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

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

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

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

AA. —AF. Technical Assistance: Technical Assistance (TA) are services **TA: Services** provided by professional staff intended to provide guidance to prevention programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention activities.

AGAB. Training: An instructional process that is intended to impart ~~the knowledge~~ information.

skills and competencies required for the performance of a particular job, project or task. -Training is a skill-building Activity activity that teaches a person how to do something and carries the expectation that the person will take direct, purposeful action by applying the skills developed.

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

II. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	
ADMINISTRATIVE COST	<u>Period One</u>	<u>Period Two</u>	
Indirect	\$ <u>33,934</u>	\$ <u>33,934</u>	\$ <u>68,270</u>
	<u>34,135</u>	<u>34,135</u>	
SUBTOTAL ADMINISTRATIVE	\$ <u>33,934</u>	\$ <u>33,934</u>	\$ <u>68,270</u>
COST	<u>34,135</u>	<u>34,135</u>	
PROGRAM COSTS <u>COST</u>			
Salaries	\$ <u>183,192</u>	\$ <u>187,039</u>	\$ <u>375,446</u>
	<u>187,723</u>		
Benefits	<u>85,578</u> <u>83,883</u>	<u>96,241</u> <u>83,883</u>	<u>167,766</u>
Services and Supplies	<u>52,296</u> <u>72,259</u>	<u>37,786</u> <u>72,259</u>	<u>144,518</u>
Subcontracts	<u>45</u> <u>22,000</u>	<u>45</u> <u>22,000</u>	<u>44,000</u>
SUBTOTAL PROGRAM COST	\$ <u>320,836</u>	\$ <u>320,836</u>	\$ <u>731,730</u>
	<u>365,865</u>	<u>365,865</u>	
TOTAL COST	\$ <u>400,000</u>	\$ <u>400,000</u>	\$ <u>800,000</u>
REVENUE			
SAPTBG	\$ <u>400,000</u>	\$ <u>400,000</u>	\$ <u>800,000</u>
TOTAL REVENUE	\$ <u>400,000</u>	\$ <u>400,000</u>	\$ <u>800,000</u>
MAXIMUM OBLIGATION	\$ <u>400,000</u>	\$ <u>400,000</u>	\$ <u>800,000</u>

//

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

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

~~—D~~

C. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

~~CFDA Year: 2015~~

CFDA Year: 2017

CFDA No.: 93.959

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

Federal Agency: ~~Federal Agency:~~ Department of Health and Human Services/Substance Abuse and

~~Mental Health Services Administration~~

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

Amount: \$400,000 (estimated)

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

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

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

III. CULTURAL COMPETENCY

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

IV. PAYMENTS

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

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

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

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

B. CONTRACTOR's ~~billing~~ invoices shall be on a form approved or supplied by COUNTY and ~~provide~~ include such information as is required by ADMINISTRATOR. ~~Billings~~ Invoices are due the

twentieth (20th) calendar day of each month and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed ~~billing form~~ invoice.

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

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

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

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

V. REPORTS

~~— A. CalOMS for Prevention — CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California Department of Health Care Services, Substance Use Disorder Prevention, Treatment and Recovery Services Division. CONTRACTOR shall comply with CalOMS requirements and report on the service populations as defined in the IOM model. ADMINISTRATOR shall make Trainings and technical assistance available for completing CalOMS reports throughout the term of the Agreement.~~

~~— B.~~ A. FISCAL

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

~~2. #~~

~~— C. Year-End Projection Report – CONTRACTOR shall submit quarterly projection reports to ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR and shall provide monthly, year-end projections that shall include year-to-date actual costs and revenues, and anticipated year-end actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement, and shall be on a form approved or provided by ADMINISTRATOR. Year-End Projection Reports will be submitted in conjunction with the monthly Expenditure and Revenue Reports and are due to ADMINISTRATOR by~~

the twentieth (20th) calendar day of each month following the end of the month being reported.

3. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR and shall, at a minimum include actual hours worked by each staff member. These reports are due to ADMINISTRATOR by ~~the tenth (10th)~~ twentieth (20th) calendar day of each month following the end of the ~~quarter~~ month being reported and are to be submitted in conjunction with the monthly Expenditure and Revenue and Year-End Projection Reports.

~~D~~ B. PROGRAMMATIC

1. CalOMS Pv – CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California DHCS, Substance Use Disorder Prevention, Treatment and Recovery Services Division. CONTRACTOR shall comply with CalOMS requirements, and report on the service populations as defined in the IOM model. ADMINISTRATOR shall make Trainings and Technical Assistance available for completing CalOMS reports throughout the term of this Agreement.

2. Quarterly Progress Report – CONTRACTOR shall submit ~~quarterly progress reports~~ Quarterly Progress Reports to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR and document progress toward ~~Performance Outcome~~ Objectives and ~~Performance Measures~~ Process Objectives, project successes, barriers to implementation, staff changes and reasons for staff changes, and plans for the following quarter.

1. a. Period One reports:

1) a. Quarter 1: July ~~16, 2015~~ 1, 2017 through September 30, ~~2015~~ 2017, due October ~~16, 2015~~ 15, 2017;

2) b. Quarter 2: October 1, ~~2015~~ 2017 through December 31, ~~2015~~ 2017, due January ~~22, 2016~~ 15, 2018; and

~~c. Quarter 3~~ 3) Quarter 3: January 1, ~~2016~~ 2018 through March 31, ~~2016~~ 2018, due April 15, ~~2016~~ 2018.

2. b. Period Two reports:

a. 1) Quarter 1: July 1, ~~2016~~ 2018 through September 30, ~~2016~~ 2018, due October ~~14, 2016~~ 15, 2018;

b. 2) Quarter 2: October 1, ~~2016~~ 2018 through December 31, ~~2016~~ 2018, due January ~~20, 2017~~ 15, 2019; and

~~c. 3)~~ 3) Quarter 3: January 1, ~~2019~~ 2017 through March 31, ~~2017~~ 2019, due April ~~14, 2017~~ 15, 2019.

3. c. CONTRACTOR shall submit supporting documentation with each ~~quarterly progress report~~ Quarterly Progress Report including, but not limited to, tracking measures, materials developed, and Evaluation results.

~~E~~ 3. Fourth Quarter/Year-End Report: – CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period One by July 31, ~~2016~~ 2018 and for Period Two by July 31,

~~2017~~2019. The report shall include an Evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the AOD prevention strategies implemented toward reaching ~~Performance Measures~~ Process Objectives and ~~Performance Outcome~~ Objectives, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

~~F. Staffing Report~~ CONTRACTOR shall submit staffing reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall include actual hours worked by each staff member. These reports shall also identify staff member(s) who have taken Compliance Training in accordance with the Compliance Paragraph of the Agreement. These reports are due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month being reported.

~~G~~ 4. Training Report – CONTRACTOR shall submit to ADMINISTRATOR, within thirty (30) calendar days of the event, a report of each Training or conference attended by any staff member(s), and paid in part or in whole through ~~the~~ this Agreement. The report shall be no more than two (2) pages in length and shall include the Training title, purpose, host organization (e.g., Center for Applied Research Solutions, Inc.), a list of key materials and handouts, a summary of what was learned, and an analysis of potential application to AOD prevention services provided pursuant to ~~the~~ this Agreement. When multiple staff members attend the same Training or conference, a single collaborative report may be submitted. After submission, Training reports may be distributed to other contracted providers at the discretion of ADMINISTRATOR.

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

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

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

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

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

VI. SERVICES

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

1. Support of COUNTY's prevention plan and Goals,
2. Alignment with the SPF process; and
3. Alignment with CSAP prevention strategies.

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

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

1. CONTRACTOR shall actively recruit and support youth participation in ~~all aspects of~~ prevention services provided. Prior to distribution, CONTRACTOR shall review materials, messages, and products designed by youth for appropriateness and effectiveness.

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

D. ROLE OF CONTRACTOR

1. CONTRACTOR shall provide AOD prevention services as described herein, through delivery of the FNLP, which includes FNL, CL, and FNL Kids.

a. FNL is defined as a comprehensive prevention program, which assists youth ages thirteen to eighteen (13-18) years to lead themselves and others toward an AOD-free lifestyle and to commit to making positive change in their community.

b. CL is defined as a comprehensive prevention program, which assists youth ages eleven to thirteen (11 to 13) years in developing and implementing activities that support AOD-free lifestyles and positive changes in their community.

c. FNL Kids is defined as a comprehensive prevention program for youth ages eight to eleven (8 to 11) years. The program is designed to meet the needs of elementary age youth by developing and implementing programs and activities that support healthy lifestyles.

2. CONTRACTOR shall adhere to the Standards of Practice adopted by the California Friday Night Live Partnership- (CFNLP). The Standards of Practice state that program participants will

experience a safe environment; have opportunities for involvement and connection to the community and school; have opportunities for leadership; have opportunities to engage in meaningful skill-building activities that are designed to capture the interest of young people; and have opportunities for caring and meaningful relationships with adults.

E. PERIOD ONE ~~PERFORMANCE MEASURES~~ PROCESS OBJECTIVES – In support of Subparagraph D., above, CONTRACTOR shall work to achieve the following ~~twenty-one (21) Performance Measures~~ nineteen (19) Process Objectives by June 15, ~~2016~~ 2018, unless otherwise noted:

1. By ~~December 15, 2015~~ January 31, 2018, train a minimum of one hundred ~~fifty (150)~~ ninety (90) FNL members on leadership skills.

2. By ~~December 15, 2015~~ January 31, 2018, train a minimum of ~~one hundred fifty (150)~~ ninety (90) CL members on leadership skills.

3. ~~Train~~ By January 31, 2018, train a minimum of twenty (20) FNL Kids members on leadership skills.

4. Train a minimum of one hundred ~~fifty (150)~~ (100) FNL members on refusal and decision making skills, ~~as related in relation to the prevention of~~ alcohol and other drugs.

5. ~~#~~

~~4. Train a minimum of one hundred fifty (150)~~ eighty (80) CL members on refusal and decision making skills, as related in relation to the prevention of alcohol and other drugs.

6. Using the principles of youth development, collaborate ~~5. Collaborate~~ with chapters to implement at least ~~twenty-five (25) youth-led~~ thirty four (34) activities on addressing the prevention of alcohol and other drug prevention, and/or other meaningful activities designed to increase the following: drugs.

~~a. leadership opportunities~~

~~b. communication skills~~

~~c. participation in team-building activities~~

~~6. Collaborate with chapters to implement a minimum of four (4) youth-led activities focusing on the prevention of underage drinking.~~

~~7. Collaborate with chapters to implement a minimum of one (1) youth-led activities focusing on the prevention of prescription drug abuse~~ 7.

~~8. Collaborate with chapters to implement a minimum of three (3) youth-led activities focusing on the prevention of impaired driving.~~

~~9. Collaborate with chapters to implement a minimum of one (1) youth-led activities focusing on the prevention of marijuana use.~~

~~10. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement at least two (2) youth-led alcohol and/or other drug prevention activities in either a feeder middle or elementary school.~~

1 ~~11~~8. Collaborate with ~~FNL or CL~~ chapters to conduct at least two (2) alcohol and/or other
2 drug prevention activities designed for adult community members.

3 ~~9.~~ ~~12. Conduct training for~~ Train a minimum of six hundred ~~fifty youth (650)~~ (600)
4 youth on media literacy.

5 ~~13~~10. Collaborate with FNL and/or CL members to conduct ~~training~~ media literacy trainings
6 to a minimum one hundred (100) youth.

7 11. Train a minimum of one hundred ~~(100) youth~~ twenty (120) FNL and CL members to
8 conduct trainings on media literacy.

9 ~~14~~12. Collaborate with school-based FNL Kids chapters to conduct at least two (2) prevention
10 activities at each school with a FNL Kids Program that results in contact with at least sixty percent
11 (60%) of the fourth through sixth (4th- 6th) grade students.

12 ~~15~~ 13. Collaborate with school-based CL chapters to conduct at least two (2) prevention
13 activities at each school with a CL Program that results in contact with at least fifty percent (50%) of the
14 middle/junior high school enrollment.

15 14. Collaborate with school-based FNL chapters to conduct at least one (1) prevention activity
16 at each school with a FNL Program, whereby at least forty percent (40%) of high school students, in
17 aggregate, are involved.

18 15. By December 1, 2017, train a minimum of twenty (20) advisors on the application of youth
19 development practices in relation to the prevention of alcohol and other drugs.

20 16. Train an additional ten (10) advisors on the application of youth development practices in
21 relation to the prevention of alcohol and other drugs.

22 17. Establish at least three (3) new FNL, CL, and/or FNL Kids chapters, including at least two
23 (2) in South Orange County.

24 18. Provide at least one hundred twenty-five (125) technical assistance sessions to support
25 current chapters.

26 19. Achieve a Member-In-Good Standing status as defined by the CFNLP guidelines.

27 F. PERIOD ONE OUTCOME OBJECTIVES – CONTRACTOR shall work to achieve the
28 following ten (10) Outcome Objectives by June 15, 2018, unless otherwise noted:

29 1. By January 31, 2018, at least eighty percent (80%) of participants trained at the Leadership
30 Training shall report an increase in their knowledge of leadership skills.

31 2. At least eighty percent (80%) of participants trained shall report an increase in their
32 knowledge of refusal skills in relation to the prevention of alcohol and other drugs

33 3. At least seventy percent (70%) of participants trained shall report confidence to use refusal
34 skills in relation to the prevention of alcohol and other drugs.

35 4. At least eighty percent (80%) of participants trained shall report an increase in their
36 knowledge of decision making skills in relation to the prevention of alcohol and other drugs.

37 5. At least seventy percent (70%) of participants trained shall report confidence to use

1 decision making skills in relation to the prevention of alcohol and other drugs.

2 6. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at
3 least eighty percent (80%) of chapter members surveyed shall report an increase in applying leadership
4 skills.

5 7. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at
6 least eighty percent (80%) of chapter members surveyed shall report confidence in their ability to make
7 a positive difference in the prevention of alcohol and other drugs.

8 8. At least eighty percent (80%) of youth trained shall report an increased level of media
9 literacy.

10 9. At least eighty percent (80%) of FNL and CL training participants shall report confidence
11 in their ability to conduct trainings on media literacy.

12 10. At least eighty percent (80%) of chapter advisors trained shall report increased confidence
13 in their ability to apply youth development practices in relation to the prevention of alcohol and other
14 drugs within their chapters.

15 G. PERIOD ONE SUPPORTING ACTIVITIES – By June 15, 2018, provide the following
16 supporting activities:

17 1. Twelve (12) Community Collaborations;

18 2. Seventeen (17) Trainings;

19 3. Fifteen (15) Information Disseminations; and

20 4. Seven (7) Media Inputs.

21 H. PERIOD TWO PROCESS OBJECTIVES – In support of Subparagraph D. above,
22 CONTRACTOR shall work to achieve the following nineteen (19) Process Objectives by June 15, 2019,
23 unless otherwise noted:

24 1. By January 31, 2019, train a minimum of one hundred ninety (190) FNL members on
25 leadership skills.

26 2. By January 31, 2019, train a minimum of ninety (90) CL members on leadership skills.

27 3. By January 31, 2019, train a minimum of twenty (20) FNL Kids members on leadership
28 skills.

29 4. Train a minimum of one hundred (100) FNL members on refusal and decision making skills
30 in relation to the prevention of alcohol and other drugs.

31 5. Train a minimum of eighty (80) CL members on refusal and decision making skills in
32 relation to the prevention of alcohol and other drugs.

33 6. Using the principles of youth development, collaborate with chapters to implement at least
34 forty (40) activities addressing the prevention of alcohol and/or other drugs.

35 7. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement
36 at least two (2) youth-led alcohol and/or other drug prevention activities in either a feeder middle or
37 elementary school.

8. Collaborate with chapters to conduct at least two (2) alcohol and/or other drug prevention activities designed for adult community members.

9. Train a minimum of seven hundred (700) youth on media literacy.

10. Collaborate with FNL and/or CL members to conduct media literacy trainings to a minimum of one hundred fifty (150) youth.

11. Train a minimum of one hundred twenty (120) FNL and CL members to conduct trainings on media literacy.

12. Collaborate with school-based FNL Kids chapters to conduct at least two (2) prevention activities at each school with a FNL Kids Program that results in contact with a minimum of sixty percent (60%) of the fourth through sixth (4th- 6th) grade students.

13. Collaborate with school-based CL chapters to conduct at least two (2) prevention activities at each school with a CL Program that results in contact with ~~at least~~ a minimum of fifty percent (50%) of the middle/junior high school enrollment.

~~14.~~ 14. Collaborate with school-based FNL chapters to conduct at least one (1) prevention activity at each school with a FNL Program, whereby a minimum of forty percent (40%) of high school students, in aggregate, are involved.

~~17.~~

15. By December ~~15, 2015~~ 1, 2018, train a minimum of twenty (20) advisors on the application of youth ~~developmental practices~~ development practices in relation to the prevention of alcohol and other drugs.

~~16.~~ 16. Train an additional ten (10) advisors on the application of youth ~~developmental~~ development practices.

~~19 in relation.~~ Establish at least three (3) new FNL, CL, and/or FNL Kids chapters, including at least two (2) in South Orange County.

~~20. Provide one hundred twenty five (125) technical assistance sessions to support chapters from FY 2014-15.~~

~~21. Achieve a Member In Good Standing status as defined by the CFNLP guidelines.~~

~~F. PERIOD ONE PERFORMANCE OBJECTIVES~~ CONTRACTOR shall work to achieve the following ten (10) Performance Objectives by June 15, 2016, unless otherwise noted:

~~1. By December 15, 2015, at least eighty percent (80%) of participants trained shall report an increase in their knowledge of leadership skills.~~

~~2. Seventy percent (70%) of current chapter youth that participated in the Leadership Training shall report applying leadership skills.~~

~~3. Eighty percent (80%) of participants trained shall report an increase in their knowledge of refusal skills.~~

~~4. Seventy percent (70%) of participants trained shall report confidence to use refusal skills.~~

~~5. Eighty percent (80%) of participants trained shall report an increase in their knowledge of~~

~~1 decision-making skills.~~

~~2 6. Seventy percent (70%) of participants trained shall report confidence to use decision~~
~~3 making skills.~~

~~4 7. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at~~
~~5 least eighty percent (80%) of chapter members surveyed shall report an increase in applying each of the~~
~~6 following:~~

~~7 a. leadership skills and communication skills~~

~~8 b. participating in team building activities, and~~

~~9 c. other meaningful activities~~

~~10 8. Eighty percent (80%) of youth trained shall report an increased level of media literacy.~~

~~11 9. At least forty percent (40%) of high school students, in aggregate, from schools with FNL~~
~~12 Programs, shall have been involved in FNL prevention activities.~~

~~13 10. By June 15, 2015, eighty percent (80%) of chapter advisors trained shall report an increase~~
~~14 in confidence on their ability to apply youth development practices within their chapters.~~

~~15 G. PERIOD ONE SUPPORTING ACTIVITIES By June 15, 2015, provide the following~~
~~16 supporting activities:~~

~~17 1. Twelve (12) Community Collaborations;~~

~~18 2. Seventeen (17) Trainings;~~

~~19 3. Fifteen (15) Information Disseminations; and~~

~~20 4. Seven (7) Media Inputs.~~

~~21 H. PERIOD TWO PERFORMANCE MEASURES In support of Subparagraph D., above,~~
~~22 CONTRACTOR shall work to achieve the following twenty one (21) Performance Measures by June~~
~~23 15, 2017, unless otherwise noted:—~~

~~24 1. By December 15, 2016, train a minimum of one hundred fifty (150) FNL members on~~
~~25 leadership skills.~~

~~26 2. By December 15, 2016, train a minimum of and one hundred fifty (150) CL members on~~
~~27 leadership skills.~~

~~28 3. Train a minimum of one hundred fifty (150) FNL members on refusal and decision making~~
~~29 skills, as related to alcohol and other drugs.~~

~~30 4. Train a minimum of one hundred fifty (150) CL members on refusal and decision making~~
~~31 skills, as related to alcohol and other drugs.~~

~~32 5. Collaborate with chapters to implement at least thirty (30) youth led activities on alcohol~~
~~33 and other drug prevention, and/or other meaningful activities designed to increase the following:~~

~~34 a. leadership opportunities~~

~~35 b. communication skills~~

~~36 c. participation in team building activities.~~

~~37 6. Collaborate with chapters to implement a minimum of four (4) youth led activities focusing~~

~~on the prevention of underage drinking.~~

~~7. Collaborate with chapters to implement a minimum of two (2) youth led activities focusing on the prevention of prescription drug abuse.~~

~~8. Collaborate with chapters to implement a minimum of three (3) youth led activities focusing on the prevention of impaired driving.~~

~~9. Collaborate with chapters to implement a minimum of one (1) youth led activities focusing on the prevention of marijuana use.~~

~~10. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement at least two (2) youth led alcohol and other drug prevention activities in either a feeder middle or elementary school.~~

~~11. Collaborate with FNL or CL chapters to conduct at least two (2) alcohol and other drug prevention activities designed for adult community members.~~

~~12. Conduct training for a minimum of seven hundred (700) youth on media literacy.~~

~~13. Collaborate with FNL and/or CL members to conduct training to a minimum of one hundred fifty (150) youth on media literacy.~~

~~14. Collaborate with school-based FNL Kids chapters to conduct two (2) prevention activities at each school with a FNL Kids Program that results in contact with at least sixty percent (60%) of the fourth through sixth (4th–6th) grade students.~~

~~15. Collaborate with school-based CL chapters to conduct at least two (2) prevention activities at each school with a CL Program that results in contact with at least fifty percent (50%) of the middle/junior high school enrollment.~~

~~16. Collaborate with school-based FNL chapters to conduct at least one (1) prevention activity at each school with a FNL Program.~~

~~17. By December 15, 2016, train a minimum of twenty (20) advisors on the application of youth developmental practices.~~

~~18. Train an additional ten (10) advisors on the application of youth developmental practices.~~

~~19. Establish at least four (4) new FNL, CL, and/or FNL Kids chapters, including at least two (2) in South Orange County.~~

~~20. Provide at least one hundred twenty-five (125) technical assistance sessions to support current chapters from FY 2015–16.~~

~~21. Maintain a Member-In-Good Standing status as defined by the CFNLP guidelines.~~

I. PERIOD TWO ~~PERFORMANCE~~OUTCOME OBJECTIVES – CONTRACTOR shall work to achieve the following ten (10) ~~Performance~~Outcome Objectives by June 15, ~~2017~~2019, unless otherwise noted:

1. By ~~December 15, 2016~~January 31, 2019, at least eighty percent (80%) of participants trained at the Leadership Training shall report an increase in their knowledge of leadership skills.

~~2. At least eighty~~ ~~2. Seventy percent (70%) of current chapter youth that participated in~~

~~the Leadership Training shall report applying leadership skills.~~

~~3. Eighty~~ percent (80%) of participants trained shall report an increase in their knowledge of refusal skills in relation to the prevention of alcohol and other drugs.

~~3. At least seventy~~ ~~4. Seventy~~ percent (70%) of participants trained shall report confidence to use refusal skills in relation to the prevention of alcohol and other drugs.

~~4.~~ ~~5. Eighty~~ At least eighty percent (80%) of participants trained shall report an increase in their knowledge of decision making skills in relation to the prevention of alcohol and other drugs.

~~5. At least seventy~~ ~~6. Seventy~~ percent (70%) of participants trained shall report confidence to use decision making skills in relation to the prevention of alcohol and other drugs.

6. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at least eighty percent (80%) of chapter members surveyed shall report an increase in applying leadership skills.

7. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at least eighty percent (80%) of chapter members surveyed shall report ~~an increase in applying each of the following:~~ confidence in their ability to make a positive difference in the prevention of alcohol and other drugs.

~~a. leadership skills and communication skills~~

~~b. participating in team building activities, and~~

~~c. other meaningful activities~~

~~8. Eighty~~ At least eighty percent (80%) of youth trained shall report an increased level of media literacy.

9. At least ~~fortyeight~~ percent (~~40~~80%) of ~~high school students, in aggregate, from schools with FNL Programs, and CL participants~~ shall ~~have been involved in FNL prevention activities~~ report confidence in their ability to conduct trainings on media literacy.

10. ~~By June 15, 2016,~~ At least eighty percent (80%) of chapter advisors trained shall report ~~an increase in~~ increased confidence ~~on~~ in their ability to apply youth development practices in relation to the prevention of alcohol and other drugs within their chapters.

J. PERIOD TWO SUPPORTING ACTIVITIES – By June 30, ~~2017~~2019, provide the following supporting activities:

1. Twelve (12) Community Collaborations;
2. Seventeen (17) Trainings;
3. Fifteen (15) Information Disseminations; and
4. Seven (7) Media Inputs.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the due dates and quantities identified within each of the ~~Performance~~Process Objectives and ~~Performance Measures~~Outcome Objectives as described in Subparagraphs E, F., ~~G., H., I. and J.,~~ above.

L. ACTION PLAN – CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary Action Plan by ~~July 31, 2015 and a final Action Plan by August 15, 2015~~ 1, 2017 and a final Action Plan by August 15, 2017; and for Period Two, a preliminary Action Plan by ~~July 31, 2016~~ August 1, 2018 and a final Action Plan by August 15, ~~2016~~ 2018. Each Action Plan shall clearly describe the activities to be implemented to achieve the ~~Performance~~ Process Objectives and ~~Performance—Measures~~ Outcome Objectives. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and the steps necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR. ~~CONTRACTOR may modify each Action Plan with ADMINISTRATOR's prior written approval.~~

M. EVALUATION – CONTRACTOR shall conduct a systematic and comprehensive ~~Evaluation~~ evaluation each Period to determine levels of effectiveness and success in accomplishing supporting activities and ~~Campaigns, and~~ in achieving the ~~Performance~~ Outcome Objectives and ~~Performance—Measures~~ Process Objectives described in Subparagraphs E., ~~F., H., and~~ through I., above.

1. CONTRACTOR and CONTRACTOR's project evaluator shall participate in an Evaluation planning meeting with ADMINISTRATOR each Period prior to developing an Evaluation Plan.

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

- a. ~~the~~ The proposed evaluator, including qualifications;
- b. ~~how~~ How staff time will be tracked, if program staff are to be used for Evaluation;
- c. ~~the~~ The method(s) to be used for evaluating ~~the Outcomes achieved for each performance objective~~ Outcome Objective and ~~performance measure~~ Process Objective;
- d. ~~how~~ How data will be collected, including the number and characteristics of participants from whom data will be collected (sampling methods) and a description of the data-collection instruments;
- e. ~~how~~ How the Evaluation process is to be conceptually and procedurally integrated within the services provided under the Agreement; and
- f. ~~how~~ How the Evaluation results will be used to make recommendations for improving prevention efforts related to each ~~performance objective and performance measure~~ Outcome Objective and Process Objective.

3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan to ADMINISTRATOR by ~~July 31, 2015 and a final Evaluation Plan by August 15, 2015~~ 1, 2017 and a final Evaluation Plan by August 15, 2017; and for Period Two a preliminary Evaluation Plan by ~~July 31, 2016~~ August 1, 2018 and a final Evaluation Plan by August 15, ~~2016~~ 2018.

4. CONTRACTOR's Evaluation Plan must be approved, in writing, by ADMINISTRATOR prior to implementation of Evaluation efforts. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying Evaluation Plan.

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

N. MEETINGS

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

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

3. Quarterly Provider Meeting - At a minimum, CONTRACTOR's Program ~~Manager~~Specialist or Project ~~Associate~~Assistant shall attend each of the four (4) quarterly provider meetings held by ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for quarterly provider meetings for each Period shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of each meeting. ADMINISTRATOR may approve a substitution for the Program ~~Manager~~Specialist or Project ~~Associate~~Assistant in the event one or both of them are unable to attend.

O. REQUIRED APPROVALS

1. CONTRACTOR shall obtain written pre-approval from ADMINISTRATOR for any Training and/or class within the County of Orange for which a fee is charged, and for all Trainings and/or classes outside the County of Orange, whether or not a fee is charged.

2. CONTRACTOR shall obtain written pre-approval from ADMINISTRATOR prior to the purchase of Program Identity ~~items~~Items, or the development of educational or Training materials, media content, and any reports written for audiences other than ADEPT.

3. CONTRACTOR shall request required approvals on a form approved or provided by ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond to the request. Requests shall be in support of the ~~Performance~~Process Objectives and ~~Performance~~MeasuresOutcome Objectives identified in Subparagraphs E. ~~and F~~through I. of this Exhibit A. Approval of requests is subject to county, state and federal funding guidelines and regulations.

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

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1 Q. PATENTS AND COPYRIGHT MATERIALS

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

5 2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United
6 States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or delivered
7 as part of the Agreement, whether or not published, which can be considered "works made for hire" per
8 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that
9 the copyright to any and all such works made for hire under the Agreement, whether published or
10 unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A.,
11 Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to
12 use, reproduce, and disseminate all such material.

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

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

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

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

28 R. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
29 in meeting the terms of the Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of
30 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and may
31 request a plan of corrective action. Corrective action plans may address, but are not limited to,
32 Performance Outcome Objectives, Process Objectives, prevention strategies, and/or Action Plans.
33 CONTRACTOR shall submit a written plan of corrective action for approval within two (2) weeks of
34 request by ADMINISTRATOR or as directed by ADMINISTRATOR. CONTRACTOR may request in
35 advance and in writing an extension to the due date for a corrective action plan. Approval of the request
36 shall be at the sole discretion of ADMINISTRATOR.

37 //

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

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

VII. STAFFING

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

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

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

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

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

4. No person shall be on parole or probation.

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

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

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

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

	FTEs
PROGRAM STAFF	FTEs
Project Program Specialist	0.70700
Project Assistant	1.30250
Administrative Assistant-III	0.70700
SUBTOTAL PROGRAM STAFF FTEs	2.70650
 SUBCONTRACTOR	
Evaluation	0.128
SUBTOTAL SUBCONTRACTOR	0.128
 TOTAL FTEs	2.70778

G. CONTRACTOR shall ensure that ~~its~~ administrative staffing is sufficient to support the performance of services pursuant to ~~the~~ this Agreement.

H. CONTRACTOR shall ~~submit a staff vacancy report to~~ notify ADMINISTRATOR, in writing, within ~~five (5) business days following the~~ seventy-two (72) hours, of any staffing changes; including vacancies associated with termination, resignation, and/or notice of resignation ~~of any employee. The report~~; leaves of absence; promotions; temporary FTE changes; and internal or external temporary staffing assignment requests that occur during the term of the Agreement. CONTRACTOR's notification to ADMINISTRATOR shall ~~include~~ provide appropriate information regarding the ~~employee's~~ staffing change, such as but not limited to employee name(s), position title(s), date(s) of resignation, ~~and~~ a/separation, ~~date(s)~~ of hire/promotion, FTE adjustments, leave timeframes/estimates, internships, jobs duties, and description of ~~the recruitment Activity to replace the employee.~~ activity for replacement staff.

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

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

1 K. Requests for exceptions to staffing requirements set forth in Subparagraph B. above must be
2 submitted to ADMINISTRATOR in writing and must specify the benefit to the program.
3 CONTRACTOR must obtain ADMINISTRATOR's approval prior to assignment of ~~the~~ program staff
4 member to perform services pursuant to ~~the~~this Agreement.

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

7 //8 //9 //10 //11 //12 //13 //14 //15 //16 //17 //18 //19 //20 //21 //22 //23 //24 //25 //26 //27 //28 //29 //30 //31 //32 //33 //34 //35 //36 //37 //