

1 AGREEMENT FOR PROVISION OF
 2 SERVICES TO BUILD THE
 3 CAPACITY OF MULTIPLE FAITH-BASED ORGANIZATIONS TO PROVIDE
 4 ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 COMMUNITY SERVICE PROGRAMS, INC.
 9 JULY ~~16, 2015~~ 1, 2017 THROUGH JUNE 30, ~~2017~~ 2019

10
 11 THIS AGREEMENT entered into this ~~16th~~ 1st day of July ~~2015, which~~ 2017 (effective date ~~is~~
 12 ~~enumerated for purposes of reference only.~~), is by and between the COUNTY OF ORANGE, a political
 13 subdivision of State of California (COUNTY). and
 14 COMMUNITY SERVICE PROGRAMS, INC., a California nonprofit corporation (CONTRACTOR).
 15 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or
 16 collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care
 17 Agency (ADMINISTRATOR).

18
19 WITNESSETH:

20
 21 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
 22 services to Build the Capacity of Multiple Faith-Based Organizations to Provide Alcohol and Other
 23 Drug Prevention Services described herein to the residents of Orange County; ~~and~~

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

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

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

29 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 30 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: \$290,000

Period One Maximum Obligation: ~~_____~~ 145,000

Period Two Maximum Obligation: ~~145,000~~ _____

TOTAL MAXIMUM OBLIGATION: ~~_____~~ 290,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number: 12-673-5729

CONTRACTOR TAX ID Number: 95-3167866

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: Community Service Programs, Inc.

~~_____~~ Margot Carlson

1221 East Dyer Road, Suite 120
Santa Ana, ~~CA~~ California 92705

~~_____~~ mearlson@espine.org

Ronnetta Johnson, Executive Director

rjohnson@cspinc.org

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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:

4	A.	AA	Alcoholics Anonymous
5	B.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C.	ABC	Allied Behavioral Care
7	D.	ACH	Acute Care Hospital
8	E.	ADAS	Alcohol and Drug Abuse Services
9	F.	<u>ADEPT</u>	<u>Alcohol and Drug Education and Prevention Team</u>
10	G.	ADL	Activities of Daily Living
11	H.	G. ADP	Alcohol and Drug Program
12	I.	H. AES	Advanced Encryption Standard
13	J.	I. AFLP	Adolescent Family Life Program
14	J <u>K.</u>	AIDS	Acquired Immune Deficiency Syndrome
15	K.	L. AIM	Access for Infants and Mothers
16	M.	L. AMHS	Adult Mental Health Services
17	M.	N. AOD	<u>Alcohol and Other Drugs</u>
18	O.	ARRA	American Recovery and Reinvestment Act of 2009
19	NP.	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
20	OQ.	ASI	Addiction Severity Index
21	PR.	ASIST	Applied Suicide Intervention Skills Training
22	QS.	ASO	Administrative Services Organization
23	RT.	ASRS	Alcohol and Drug Programs Reporting System
24	S.	U. BBS	Board of Behavioral Sciences
25	T.	V. BCP	Business Continuity Plan
26	W.	U. BH	Base Hospital
27	X.	V. BHS	Behavioral Health Services
28	WY.	CalOMS	California Outcomes Measurement System
29	Z.	X CalOMS Pv	<u>California Outcome Measurement Service for Prevention</u>
30	AA.	CalWORKs	California Work Opportunity and Responsibility for Kids
31	Y <u>AB.</u>	CAP	Corrective Action Plan
32	AC.	Z. CAT	Centralized Assessment Team
33	AA <u>AD.</u>	CCC	California Civil Code
34	AB <u>AE.</u>	CCLD	(California) Community Care Licensing Division
35	AC <u>AF.</u>	CCR	California Code of Regulations
36	AD <u>AG.</u>	CDCR	California Department of Corrections and Rehabilitation
37	AE <u>AH.</u>	CDSS	California Department of Social Services

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

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

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

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

1 FY. ~~FR.~~ WIC

Women, Infants and Children

2
3 **II. ALTERATION OF TERMS**

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

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

11
12 **III. ASSIGNMENT OF DEBTS**

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

20
21 **IV. COMPLIANCE**

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

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

28 2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of~~
29 ~~Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program,
30 Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance
31 Program ~~and~~ Code of Conduct ~~have been verified to~~ and any related policies and procedures shall be
32 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
33 by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs below.~~ in this Paragraph IV
34 (COMPLIANCE). These elements include:

35 a. Designation of a Compliance Officer and/or compliance staff.

36 b. Written standards, policies and/or procedures.

37 c. Compliance related training and/or education program and proof of completion.

1 d. Communication methods for reporting concerns to the Compliance Officer.

2 e. Methodology for conducting internal monitoring and auditing.

3 f. Methodology for detecting and correcting offenses.

4 g. Methodology/Procedure for enforcing disciplinary standards.

5 ~~3. ——— 3.~~ If CONTRACTOR ~~elects to adhere~~ does not provide proof of its own
6 Compliance program to HCA's ADMINISTRATOR, CONTRACTOR shall acknowledge to comply
7 with ADMINISTRATOR's Compliance Program and Code of Conduct; the CONTRACTOR shall
8 submit to the ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement
9 a signed acknowledgement that CONTRACTOR shall comply with ~~HCA's ADMINISTRATOR's~~
10 Compliance Program and Code of Conduct.

11 4. If CONTRACTOR elects to have its own Compliance Program ~~and~~, Code of Conduct ~~then~~
12 ~~it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then
13 CONTRACTOR shall submit a copy of its Compliance compliance Program, Code code of Conduct and
14 all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of
15 award execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall
16 review said documents within a reasonable time, which shall not exceed forty five (45) calendar days,
17 and determine if CONTRACTOR's Compliance Program and Code of Conduct contains all required
18 ~~elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to~~
19 ~~acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's~~
20 ~~Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct
21 contain all required elements; to the ADMINISTRATOR's satisfaction as consistent with the HCA's
22 Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any
23 missing required elements and CONTRACTOR shall revise its compliance program and code of
24 conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after
25 ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the
26 ADMINISTRATOR.

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

34 ~~———— 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and~~
35 ~~relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure~~
36 ~~such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute~~
37 ~~grounds for termination of this Agreement as to the non-complying party.~~

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

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

19 2. An Ineligible Person shall be any individual or entity who:
 20 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
 21 federal and state health care programs; or
 22 b. has been convicted of a criminal offense related to the provision of health care items or
 23 services and has not been reinstated in the federal and state health care programs after a period of
 24 exclusion, suspension, debarment, or ineligibility.

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

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

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

1 Ineligible Person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 **V. CONFIDENTIALITY**

14
 15 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
 16 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
 17 regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may
 18 hereafter be amended or changed.

19 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
 20 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
 21 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
 22 confidentiality of any and all information and records which may be obtained in the course of providing
 23 such services. This Agreement shall specify that it is effective irrespective of all subsequent
 24 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or
 25 authorized agent, employees, consultants, subcontractors, volunteers and interns.

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

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

37 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and

1 security, and shall include them in all subcontracts.

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

4 5 **VI. COST REPORT**

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

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

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

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

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

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

35 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
36 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
37 for final settlement to CONTRACTOR for that period. ~~CONTRACTOR shall document that costs are~~

~~reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.~~

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

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

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

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

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

Signed _____
Name _____
Title _____

Date _____

1 _____
 2 _____
 3 _____
 4 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

5 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

29 _____
 30 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

5 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

16 **X. EQUIPMENT**

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

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

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

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

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

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

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

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

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

20 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

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

32 **XII. INDEMNIFICATION AND INSURANCE**

33
 34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 37

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
 2 including but not limited to personal injury or property damage, arising from or related to the services,
 3 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 6 COUNTY agree that liability will be apportioned as determined by the court. Neither ~~party~~ Party shall
 7 request a jury apportionment.

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

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

25 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 26 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 27 amount in excess of ~~\$2550,000~~ (\$5,000 for automobile liability), shall specifically be approved by the
 28 CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If
 29 CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
 30 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

37 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to

1 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
 2 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

7 F. QUALIFIED INSURER

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

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

16 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 17 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

33 H. REQUIRED COVERAGE FORMS

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

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

1 I. REQUIRED ENDORSEMENTS –

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

4 1 a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13
5 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
6 employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS
7 **REQUIRED BY WRITTEN AGREEMENT.**

8 2 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
9 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
10 insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

29 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
30 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
31 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
32 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
33 ~~Agreement may be in breach without further notice to CONTRACTOR, and by~~ COUNTY shall be
34 ~~entitled to all legal remedies.~~

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

1 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

25

26 **XIII. INSPECTIONS AND AUDITS**

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

28 of the State of California, the Secretary of the United States Department of Health and Human Services,

29 the Comptroller General of the United States, or any other of their authorized representatives, shall have

30 access to any books, documents, and records, including but not limited to, financial statements, general

31 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly

32 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an

33 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth

34 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all

35 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the

36 premises in which they are provided.

37 #

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

5 C. AUDIT RESPONSE

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

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

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

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

27
 28 **XIV. LICENSES AND LAWS**

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

37 #

1 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

25 1. ARRA of 2009.

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

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

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

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

30 ~~Security.~~

31 Security.

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

33 Master Plans

34 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.

35 8. HSC, §11876, Narcotic Treatment Programs.

36 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.

37 10. Code of Federal Regulations, Title 42, Public Health.

- 1 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 2 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 3 13. 41 CFR 50, Public Contracts and Property Management
- 4 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 5 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 6 ~~_____~~ prevention and treatment block grants and/or projects for assistance in transition from
- 7 ~~_____~~ homelessness grants.
- 8 16. 45 CFR 93, New Restrictions on Lobbying.
- 9 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 10 18. 45 CFR 96.132, Additional Agreements.
- 11 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 12 20. 45 CFR 160, General Administrative Requirements.
- 13 21. 45 CFR 162, Administrative Requirements.
- 14 22. 45 CFR 164, Security and Privacy.
- 15 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 16 ~~24. Public Law 107-110, No Child Left Behind Act of 2001.~~
- 17 ~~24. _____ 25. 42 CFR, Public Health 20 USC §7183, Pro Children Act of 1994.~~
- 18 ~~26. PC §11164 et seq., Child Abuse and Neglect Reporting Act.~~
- 19 ~~27. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.~~
- 20 ~~28. _____ 25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act~~
- 21 ~~of 2000~~
- 22 ~~26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal~~
- 23 ~~Contracting and Financial Transactions.~~
- 24 ~~27. 31 USC §§7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,~~
- 25 ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements~~
- 26 ~~for Federal Awards~~
- 27 ~~28. 42 USC §§ _____ 29. _____ 42 USC §§285n through 285o, National Institute on Alcohol~~
- 28 ~~Abuse and Alcoholism;~~
- 29 ~~_____ National Institute on Drug Abuse.~~
- 30 ~~29. 42 USC §§ _____ 30. _____ 42 USC §§290aa through 290kk-3, Substance Abuse and Mental~~
- 31 ~~Health Services~~
- 32 ~~_____ Administration.~~
- 33 ~~30. _____ 31. 42 USC §290dd-2, Confidentiality of Records.~~
- 34 ~~3231. 42 USC §1320(a), Uniform reporting systems for health services facilities~~
- 35 ~~_____ and organizations.~~
- 36 ~~3332. 42 USC §§1320d through 1320d-9, Administrative Simplification.~~
- 37 ~~3433. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.~~

1 ~~35~~34. 42 USC §6101 et seq., Age Discrimination Act of 1975.

2 ~~36~~35. 42 USC §2000d, Civil Rights Act of 1964.

3 ~~37. 31 USC 7501—7507, as well as its implementing regulations under 2 CFR Part 200,~~
 4 ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for~~
 5 ~~Federal Awards~~

6 ~~38~~36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
 7 ~~Grants Policy Statement (10/13).~~

8 ~~39~~ 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
 9 ~~Co-Occurring Disorders, Mental Health Services Oversight and Accountability~~
 10 ~~Commission, 1/17/08~~

11 ~~40~~38. State of California, Department of Alcohol and Drug Programs Audit Assistance
 12 ~~Guide Manual~~

13 ~~41~~39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other
 14 Drug
 15 ~~Program Certification Standards, March 2004.~~

17 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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

4 5 **XVI. MAXIMUM OBLIGATION**

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

9 10 **XVII. MINIMUM WAGE LAWS**

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

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

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

25 26 **XVIII. NONDISCRIMINATION**

27 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 **XIX. NOTICES**

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

37 1. When written and deposited in the United States mail, first class postage prepaid and

1 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
2 by ADMINISTRATOR;

3 2. When faxed, transmission confirmed;

4 3. When sent by Email; or

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

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

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

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

17 **XX. NOTIFICATION OF DEATH**

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

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

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

28 2. WRITTEN NOTIFICATION

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

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

36 C. If there are any questions regarding the cause of death of any person served pursuant to this
37

1 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
 2 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
 3 Notification of Death Paragraph.

4 5 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

13 14 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 18 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),
 19 75055(a), 75343(a), and 77143(a).
- 20 2. State of California, Department of Health Care Services ASRS Manual.
- 21 3. State of California, Department of Health Care Services DPFS Manual.
- 22 4. California Health and Safety Code §123145.
- 23 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

26 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
 27 preparation, and confidentiality of records related to participant, client and/or patientparticipant records
 28 are met at all times.

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

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

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

37 G. CONTRACTOR may be required to retain all records involving litigation proceedings and

1 settlement of claims for a longer term as directed by ADMINISTRATOR.

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

5 **XXIII. RESEARCH AND PUBLICATION**

6 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
7 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or
8 for publication.
9

10 **XXIV. SEVERABILITY**

11 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
12 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
13 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
14 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
15 in full force and effect, and to that extent the provisions of this Agreement are severable.
16

17 **XXV. SPECIAL PROVISIONS**

18 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
19 purposes:
20

- 21 1. Making cash payments to intended recipients of services through this Agreement.
- 22 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
23 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
24 use of appropriated funds to influence certain federal contracting and financial transactions).
- 25 3. Fundraising.
- 26 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
27 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 28 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
29 body for expenses or services.
- 30 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
31 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
32 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 33 7. Paying an individual salary or compensation for services at a rate in excess of the current
34 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
35 Schedule may be found at www.opm.gov.
- 36 8. Severance pay for separating employees.
- 37 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building

1 codes and obtaining all necessary building permits for any associated construction.

2 10. Purchasing or improving land, including constructing or permanently improving any
3 building or facility, except for tenant improvements.

4 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
5 funds (matching).

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

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

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

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

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

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

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

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

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

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

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

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

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

30 **XXVI. STATUS OF CONTRACTOR**

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

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

6 **XXVII. TERM**

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

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

16 **XXVIII. TERMINATION**

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

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

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

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

1 Agreement.

2 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ADMINISTRATOR.

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

4
5 **XXIX. THIRD PARTY BENEFICIARY**

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

9
10 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 COMMUNITY SERVICE PROGRAMS, INC.

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29
30 BY: _____ DATED: _____

31 DEPUTY

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33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 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
 SERVICES TO BUILD THE
 CAPACITY OF MULTIPLE FAITH-BASED ORGANIZATIONS TO PROVIDE
 ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 COMMUNITY SERVICE PROGRAMS, INC.
 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 this Agreement.

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

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

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

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

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

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

~~G. 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.

~~H. Coalition:~~ Coalition: An alliance of distinct parties for joint action. Coalitions utilize community resources and outside experts; prepare for and facilitate meetings; recruit members for and maintain the Coalition; identify, assess and monitor environmental factors contributing to community-wide AOD problems; develop and implement strategies to address identified problems; provide Presentations to

1 community groups and policy makers; identify groups and individuals to obtain support for the Coalition
2 Goals; and monitor the effectiveness of implemented strategies.

3 ~~I. H. Collaboration:~~ A process of participation through which people, groups, agencies,
4 Coalitions, and/or task forces work toward prevention Goals.

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

7 ~~K. Department of Health Care Services: The Department of Health Care Services (DHCS) is
8 designated as the Single State Agency~~ I. DHCS: The single state agency responsible for

9 administering and coordinating the State's efforts in alcohol and drug abuse prevention, treatment, and
10 recovery services.

11 ~~L. Educational Workshop:~~ A prevention activity involving the Presentation of information on
12 substance abuse issues with emphasis on interaction and the exchange of information among
13 participants.

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

17 ~~N. Evaluation Plan:~~ A document created at the beginning of the project year detailing intended
18 evaluation aspects of the project.

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

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

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

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

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

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

37 1. An item submitted for publication to an established media outlet (a newspaper, radio or

1 television station), and

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

3 ~~R—U. Mini-Grant:~~ An award of financial assistance by CONTRACTOR to another organization
4 that has agreed to work with CONTRACTOR toward the services stated in this Exhibit A to the
5 Agreement.

6 ~~V.S. Outcome:~~ Measurable change that occurs as a result of a project's overall performance in
7 implementing its planned activities.

8 ~~W. Performance Measure: An Activity to be performed in support of prevention initiatives.~~

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

12 ~~U—Y. Presentation:~~ A planned ~~Activity~~ activity in which information is provided to a group of
13 individuals, generally in an effort to inform the audience members about an issue and/or encourage them
14 to do something specific.

15 ~~ZV. Process Objective: Operational activities and tasks that support success of the outcome.~~

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

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

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

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

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

30 ~~AEAA. Sustainability:~~ The process through which a prevention system becomes a norm and is
31 integrated into ongoing operations.

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

35 ~~AGAC. Training:~~ An instructional process that is intended to impart information, skills and
36 competencies required for the performance of a particular job, project or task. Training is a skill-building
37 Activity that teaches a person how to do something and carries the expectation that the person will take

1 direct, purposeful action by applying the skills developed.

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

8 **II. BUDGET**

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST	<u>Period One</u>	<u>Period Two</u>	
Salaries <u>Indirect</u>	\$ <u>8,432</u> <u>12,287</u>	\$ <u>8,432</u> <u>12,287</u>	\$ <u>24,574</u>
— <u>Benefits</u>	<u>3,165</u>	<u>3,165</u>	<u>3,165</u>
— <u>Services and Supplies</u>	<u>—1,402</u>	<u>—1,402</u>	<u>—1,402</u>
SUBTOTAL ADMINISTRATIVE COST	\$ <u>12,999</u> <u>287</u>	\$ <u>12,999</u> <u>287</u>	\$ <u>24,574</u>
PROGRAM			
Salaries	\$ <u>56,767</u>	\$ <u>56,767</u>	\$ <u>122,386</u>
	<u>61,193</u>	<u>61,193</u>	
Benefits	<u>14,197</u> <u>15,590</u>	<u>14,197</u> <u>15,590</u>	<u>31,180</u>
Services and Supplies	<u>46,037</u> <u>45,930</u>	<u>46,037</u> <u>45,930</u>	<u>91,860</u>
Subcontracts	<u>15</u> <u>10,000</u>	<u>15</u> <u>10,000</u>	<u>20,000</u>
SUBTOTAL PROGRAM COST	\$ <u>132,001</u> <u>713</u>	\$ <u>132,001</u> <u>713</u>	\$ <u>265,426</u>
TOTAL COST	\$ <u>145,000</u>	\$ <u>145,000</u>	\$ <u>290,000</u>
<u>REVENUE</u>			
<u>SAPTBG</u>	\$ <u>145,000</u>	\$ <u>145,000</u>	\$ <u>290,000</u>
<u>TOTAL REVENUE</u>	\$ <u>145,000</u>	\$ <u>145,000</u>	\$ <u>290,000</u>
<u>MAXIMUM OBLIGATION</u>	\$ <u>145,000</u>	\$ <u>145,000</u>	\$ <u>290,000</u>

36 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
37 between budgeted line items within a program, for the purpose of meeting specific program needs or for

1 providing continuity of care to its ~~members~~ participants, by utilizing a Budget/Staffing Modification
 2 Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed
 3 Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall
 4 include a justification narrative specifying the purpose of the request, the amount of said funds to be
 5 shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period
 6 and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing
 7 Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR.
 8 Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed
 9 Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

13 CFDA Year: ~~2017~~ 2015

14 CFDA No.: 93.959

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

16 Federal Agency: Department of Health and Human Services/Substance Abuse and
 17 Mental Health Services Administration

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

19 Amount: \$145,000 (estimated)

20
 21
 22 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
 23 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
 24 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

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

29 **III. CULTURAL COMPETENCY**

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

IV. PAYMENTS

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

10 ~~supplemental billings for any month for which the interim payment amount specified above has not been~~
 11 ~~fully paid.~~

12
 13 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and
 14 Revenue Report, which shall have other information including but not limited to, staffing, units of
 15 service, and any other information requested by ADMINISTRATOR, as specified in the Reports
 16 Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and
 17 Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3.
 18 below.

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

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

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

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

37 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a

1 part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

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

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

7 8 **V. REPORTS**

9 **A. FISCAL**

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

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

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

29 **B. PROGRAMMATIC**

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

36 ~~—B 2. Expenditure Revenue Report – CONTRACTOR shall submit Expenditure and Revenue~~
37 ~~Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form~~

1 approved or provided by ADMINISTRATOR, and shall report actual costs and revenue for each of the
 2 CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to
 3 the Agreement. These reports are due to ADMINISTRATOR by the fifteenth (15th) calendar day of
 4 each month following the end of the month being reported.

5 ~~C. Projection Report~~ CONTRACTOR shall submit Quarterly Projection Reports to
 6 ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR
 7 and shall include actual costs and anticipated year end costs for each of the CONTRACTOR's
 8 program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement.
 9 These reports are due to ADMINISTRATOR by the tenth (10th) calendar day following the end of the
 10 quarter.

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

16 ~~1.~~ 1. ~~a.~~ a. Period One reports:

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

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

21 ~~e.~~ e. ~~Quarter 3)~~ 3) Quarter 3: January 1, ~~2016~~ 2018 through March 31, ~~2016~~ 2018, due April
 22 15, ~~2016~~ 2018.

23 ~~2.~~ 2. ~~b.~~ b. Period Two reports:

24 ~~a.~~ a. 1) Quarter 1: July 1, ~~2016~~ 2018 through September 30, ~~2016~~ 2018, due October ~~14,~~
 25 ~~2016~~ 15, 2018;

26 ~~b.~~ b. 2) Quarter 2: October 1, ~~2016~~ 2018 through December 31, ~~2016~~ 2018, due January ~~20,~~
 27 ~~2017~~ 15, 2019; and

28 ~~e.~~ e. 3) Quarter 3: January 1, ~~2019~~ 2017 through March 31, ~~2017~~ 2019, due April ~~14,~~
 29 ~~2017~~ 15, 2019.

30 3) c. CONTRACTOR shall submit supporting documentation with each Quarterly Progress
 31 Report including, but not limited to, tracking measures, materials developed, and Evaluation results.

32 ~~E.~~ 3. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-End
 33 Report to ADMINISTRATOR for Period One by July 31, ~~2016~~ 2018 and for Period Two by July 31,
 34 ~~2017~~ 2019. The report shall include an Evaluation section which shall contain, but not be limited to, an
 35 analysis of the effectiveness of the AOD prevention strategies implemented toward reaching
 36 ~~Performance Measures~~ Process Objectives and ~~Performance~~ Outcome Objectives, a discussion of
 37 successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the

1 report format provided by ADMINISTRATOR.

2 ~~F. 4. Staffing Report – CONTRACTOR shall submit Staffing Reports to~~
3 ~~ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or~~
4 ~~provided by ADMINISTRATOR, and shall include actual hours worked by each staff member. These~~
5 ~~reports shall also identify staff member(s) who have taken Compliance Training in accordance with the~~
6 ~~Compliance Paragraph of the Agreement. These reports are due to ADMINISTRATOR by the fifteenth~~
7 ~~(15th) calendar day of each month following the end of the month being reported.~~

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

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

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

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

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

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

34 //
35 //
36 //
37 //

VI. SERVICES

A. CONTRACTOR shall provide youth-focused AOD ~~Prevention Services~~ 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. COMMUNITIES TO BE SERVED – CONTRACTOR shall ensure services offered at FBOs will be open to all individuals, and not exclusive to members of that particular FBO. CONTRACTOR shall work with clergy, youth ministers, health ministers, lay volunteers, adult and youth members of FBOs within Orange County and other interested persons and groups associated with FBOs. CONTRACTOR also shall collaborate with other agencies and organizations that are interested in, and capable of, working with FBOs to increase their capacity for providing AOD prevention services.

D. PERIOD ONE ~~PERFORMANCE MEASURES~~ PROCESS OBJECTIVES – CONTRACTOR shall work to achieve the following ~~fifteen (15) Performance Measures~~ sixteen (16) Process Objectives by June 15, ~~2016~~ 2018, unless otherwise noted:

1. Train at least one hundred (100) youth from FBOs on refusal and decision making skills, as they relate to alcohol and other drugs.
2. By September 30, ~~2015~~ 2017, award at least five (5) mini-grants to FBOs in Orange County.
3. By ~~December~~ November 15, ~~2015~~ 2017, train at least ninety percent (90%) of the mini-grantee youth participants on leadership skills.
4. By March 15, ~~2016~~ 2018, train at least ninety percent (90%) of the mini-grantee youth participants on communication skills.
5. ~~Assist~~ Using the principles of youth development, assist each mini-grantee in implementing at least ~~two (2)~~ three (3) youth-led community ~~prevention~~ activities ~~designed to strengthen one (1) or more of the following youth protective factors:~~
 - ~~a. Meaningful participation within~~ addressing the ~~community.~~ prevention of alcohol and/or other drugs
 - ~~b. Connectedness to the faith community.~~
 - ~~c. Positive adult/peer relationships.~~
6. Conduct ~~a post-evaluation after each community prevention activity to at least eighty percent (80%) of the mini-grantee youth who participated in order to assess if the protective factor(s) addressed in the activity was strengthened.~~
- ~~7. Conduct a post-~~ an evaluation after each community prevention activity to at least eighty

1 percent (80%) of the mini-grantee youth who participated ~~in order~~ to assess ~~if they were able to apply~~
 2 ~~leadership~~ youth development skills ~~applied to the prevention of alcohol and/or other drugs.~~

3 ~~7. 8. Assist each mini-grantee in implementing at least one (1) youth-led community~~
 4 ~~prevention activity that supports a goal in the FY 2013-2018 Orange County Health Care Agency~~
 5 ~~Alcohol and Other Drug Prevention Services Strategic Plan.~~

6 ~~9.~~ By February 1, ~~2016~~2018, educate at least twenty-five (25) youth leaders/ministers on the
 7 application of youth development practices ~~in relation to alcohol and other drug prevention.~~

8 ~~10.~~ By November 15, ~~2015~~2017, educate at least one (1) representative from each of the
 9 current mini-grantees on the Strategic Prevention Framework.

10 ~~11.~~ 9. Educate at least eighty (80) faith community members on alcohol and other drug
 11 prevention topics and youth development practices.

12 ~~12.~~
 13 ~~10.~~ Provide at least forty-eight (48) technical assistance sessions to the ~~FY 2015-2016~~current
 14 mini-grantees on planning, implementing, and sustaining their alcohol and/or other drug prevention
 15 activities.

16 ~~13~~11. Provide at least forty (40) technical assistance sessions to FBOs on planning,
 17 implementing, or sustaining alcohol and/or other drug prevention activities.

18 ~~14~~12. Conduct a year-end Mini-grant Youth Exchange event for youth and adults from the
 19 mini-grantees ~~and~~.

20 13. Using the principles of youth development, assist two (2) FBOs in implementing a youth-
 21 led community activity addressing the prevention of alcohol and/or other drugs.

22 14. By November 30, 2017, conduct an assessment with faith and community-based
 23 organizations.

24 ~~15. Conduct nine (9) Faiths and Institutions Together~~ on their vision for Health (the FAITH)
 25 Coalition meetings during the fiscal year and how it supports the prevention of alcohol and other drugs.

26 15. By January 30, 2018, submit a report summarizing assessment findings, recommendations
 27 and future direction of the FAITH Coalition.

28 16. By June 30, 2018, implement at least one (1) priority area/recommendation within the
 29 FAITH Coalition.

30 E. PERIOD ONE ~~PERFORMANCE~~OUTCOME OBJECTIVES – —CONTRACTOR shall
 31 complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the
 32 following thirteen (13) ~~Performance~~Outcome Objectives by June 15, ~~2016~~2018, unless otherwise noted:

33 1. At least eighty percent (80%) of youth trained from FBOs shall report self-efficacy in
 34 refusal skills in relation to the prevention of alcohol and other drugs.

35 2. At least seventy percent (70%) of youth trained from FBOs shall report intent to apply
 36 refusal skills in relation to the prevention of alcohol and other drugs.

37 3. At least eighty percent (80%) of youth trained from FBOs shall report self-efficacy in

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

2 4. At least seventy percent (70%) of youth trained from FBOs shall report intent to apply
3 decision making skills in relation to the prevention of alcohol and other drugs.

4 5. By ~~December~~November 15, ~~2015~~2017, at least eighty percent (80%) of the mini-grantee
5 youth participants trained shall report self-efficacy in leadership skills.

6 6. At least seventy percent (70%) of the mini-grantee youth participants shall report applying
7 leadership skills.

8 7. By March 15, ~~2016~~2018, at least eighty percent (80%) of the mini-grantee youth
9 participants trained shall report self-efficacy in communication skills.

10 8. By March 15, ~~2016~~2018, at least eighty percent (80%) of the mini-grantee youth
11 participants trained shall report confidence to use communication skills.

12 9. By February 1, ~~2016~~2018, at least eighty percent (80%) of youth leaders/ministers educated
13 shall report confidence in their ability to use youth development practices in the prevention of alcohol
14 and other drugs within their FBO.

15 10. By November 15, ~~2015~~2017, at least eighty percent (80%) of youth leaders/ministers
16 educated shall report ~~confidence in their ability~~intent to ~~use~~apply the steps of the Strategic Prevention
17 Framework in their work with youth.

18 ~~11. At least eighty percent (80%) of faith community members educated shall report self-~~
19 ~~efficacy in methods to prevent alcohol and other drug use among youth.~~

20 ~~12. At least sixty percent (60%) of faith community members educated shall indicate intent to~~
21 ~~take action to prevent alcohol and other drug use among youth.~~

22 ~~13. At least sixty percent (60%) of faith community members educated shall report intent to use~~
23 ~~youth development practices.~~

24 11. At least eighty percent (80%) of faith community members educated shall report self-
25 efficacy in methods to prevent alcohol and other drug use among youth.

26 12. At least sixty percent (60%) of faith community members educated shall indicate intent to
27 take action to prevent alcohol and other drug use among youth.

28 13. At least sixty percent (60%) of faith community members educated shall report intent to use
29 youth development practices.

30 F. PERIOD ONE SUPPORTING ACTIVITIES – CONTRACTOR shall provide the following
31 supporting activities by June 15, ~~2016~~2018:

- 32 1. Sixty ~~(60)~~six (66) Collaborations;
- 33 2. One hundred twenty ~~–six (126)~~ Information Disseminations; and
- 34 3. Five (5) Media Inputs.

35 G. PERIOD TWO ~~PERFORMANCE MEASURES~~PROCESS OBJECTIVES – CONTRACTOR
36 shall work to achieve the following ~~sixteen (16) Performance Measures~~fifteen (15) Process Objectives
37 by June 15, ~~2017~~2019, unless otherwise noted:

1 Train at least one hundred fifty (150) youth from FBOs on refusal and decision making
2 skills, as they relate to alcohol and other drugs.

3 2. By August 31, ~~2016~~2018, renew at least five (5) mini-grants to FBOs in Orange County.

4 3. By November 15, ~~2016~~2018, train at least ninety percent (90%) of the mini-grantee youth
5 participants on leadership skills.

6 4. By March 15, ~~2017~~2019, train at least ninety percent (90%) of the mini-grantee youth
7 participants on communication skills.

8 5. ~~Assist~~Using the principles of youth development, assist each mini-grantee in implementing
9 at least ~~four (4)~~five (5) youth-led community ~~prevention~~activities ~~designed to strengthen one (1) or more~~
10 ~~of the following youth protective factors:~~

11 ~~_____ a. Meaningful participation within~~addressing the ~~community~~prevention of alcohol and/or
12 ~~other drugs.~~

13 ~~_____ b. Connectedness to the faith community.~~

14 ~~_____ c. Positive adult/peer relationships.~~

15 6. Conduct ~~a post-an~~ evaluation after each community prevention activity ~~to at least eighty~~
16 ~~percent (80%) of the mini-grantee youth who participated in order to assess if the protective factor(s)~~
17 ~~addressed in the activity was strengthened.~~

18 ~~with~~ ~~_____ 7. Conduct a post-evaluation after each community prevention activity to~~ at least eighty
19 percent (80%) of the mini-grantee youth who participated ~~in order to assess if they were able to apply~~
20 ~~leadership~~youth development skills ~~applied to the prevention of alcohol and/or other drugs.~~

21 ~~_____ 8. Assist each mini-grantee in implementing at least two (2) youth-led community prevention~~
22 ~~activities that supports a goal in the FY 2013-2018 Orange County Health Care Agency Alcohol and~~
23 ~~Other Drug Prevention Services Strategic Plan.~~

24 ~~_____ 9. _____ 7.~~ By February 1, ~~2017~~2019, educate at least twenty-five (25) youth
25 leaders/ministers on the application of youth development practices ~~in relation to alcohol and other drug~~
26 ~~prevention.~~

27 ~~108.~~ By November 15, ~~2016~~2018, provide a minimum of two (2) technical assistance
28 sessions to at least one (1) representative from each of the current mini-grantees on the application of
29 the Strategic Prevention Framework.

30 ~~119.~~ Educate at least eighty (80) faith community members on alcohol and other drug
31 prevention topics and youth development practices.

32 ~~_____ 10. Provide at least forty~~ ~~_____ 12. Provide at least forty-eight (48) technical assistance~~
33 sessions to the ~~FY 2015-2016~~current mini-grantees on planning, implementing and sustaining their
34 alcohol and/or other drug prevention activities.

35 ~~_____ 11. _____ 13.~~ At least three (3) out of five (5) mini-grantees shall develop a plan to sustain
36 ~~youth development practices~~alcohol and other drug prevention activities within their ~~FBOs~~FBO.

37 ~~_____ 12. Provide at least forty~~ ~~_____ 14. Provide at least forty (40) technical assistance~~

1 sessions to FBOs on planning, implementing or sustaining alcohol and/or other drug prevention
2 activities.

3 ~~13. — 15.~~ Conduct a year-end Youth Summit for youth and adults from the mini-grantees and
4 other ~~Orange County faith~~ FBOs.

5 14. Using the principles of youth development, assist three (3) FBOs in implementing a youth-
6 led community activity addressing the prevention of alcohol and/or other drugs.

7 15. Lead the FAITH Coalition for the purpose of fostering ongoing collaboration between FBO
8 representatives and community-based organizations.

9 ~~16. Conduct nine (9) Faiths and Institutions Together for Health (FAITH) Coalition meetings~~
10 ~~during the fiscal year.~~

11 H. PERIOD TWO ~~PERFORMANCE~~ OUTCOME OBJECTIVES – CONTRACTOR shall
12 complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the
13 following thirteen (13) ~~Performance~~ Outcome Objectives by June 15, ~~2017~~ 2019, unless otherwise noted:

14 1. At least eighty percent (80%) of youth trained from FBOs shall report self-efficacy in
15 refusal skills in relation to the prevention of alcohol and other drugs.

16 2. At least seventy percent (70%) of youth trained from FBOs shall report intent to apply
17 refusal skills in relation to the prevention of alcohol and other drugs.

18 3. At least eighty percent (80%) of youth trained from FBOs shall report self-efficacy in
19 decision making skills in relation to the prevention of alcohol and other drugs.

20 4. At least seventy percent (70%) of youth trained from FBOs shall report intent to apply
21 decision making skills

22 ~~1. — At least eighty percent (80%) of youth trained from FBOs shall~~
~~report self efficacy in refusal skills.~~

23 ~~2. — At least seventy percent (70%) of youth trained from FBOs shall report intent to apply~~
24 ~~refusal skills.~~

25 ~~3. — At least eighty percent (80%) of youth trained from FBOs shall report self efficacy in~~
26 ~~decision making skills.~~

27 ~~4. — At least seventy percent (70%) of youth trained from FBOs shall report intent to apply~~
28 ~~decision making skills.~~

29 ~~in relation to the prevention of alcohol and other drugs.~~

30 5. By November 15, ~~2016~~ 2018, at least eighty percent (80%) of the mini-grantee youth
31 participants trained shall report self-efficacy in leadership skills.

32 6. At least seventy percent (70%) of the mini-grantee youth participants shall report applying
33 leadership skills.

34 7. By March 15, ~~7. — By March 15, 2017~~ 2019, at least eighty percent (80%) of the mini-
35 grantee youth participants trained shall report self-efficacy in communication skills.

36 8. By March 15, ~~8. — By March 15, 2017~~ 2019, at least eighty percent (80%) of the mini-
37 grantee youth participants trained shall report confidence to use communication skills.

9. By February 1, ~~2017~~2019, at least eighty percent (80%) of youth leaders/ministers educated shall report confidence in their ability to use youth development practices in the prevention of alcohol and other drugs within their FBO.

10. ~~By November, 15, 2016, at~~At least eighty percent (80%) of ~~youth leaders/ministers~~faith community members educated ~~in FY 2015-16~~ shall report ~~increased~~self-efficacy in methods to prevent alcohol and other drug use among youth.

11. At least sixty percent (60%) of faith community members educated shall indicate intent to ~~apply or infuse evaluation skills (from SPF) into their prevention activities~~take action to prevent alcohol and other drug use among youth.

~~11. At least eighty percent (80%) of faith community members educated shall report self-efficacy in methods to prevent alcohol and other drug use among youth.~~

~~12. At least sixty percent (60%) of faith community members educated shall indicate intent to take action to prevent alcohol and other drug use among youth.~~

~~13. At least sixty percent (60%) of faith community members educated shall report intent to use youth development practices.~~

12. At least sixty percent (60%) of faith community members educated shall report intent to use youth development practices.

I. PERIOD TWO SUPPORTING ACTIVITIES – CONTRACTOR shall provide the following supporting activities by June 15, ~~2017~~2019:

1. Sixty ~~four (64)~~eight (68) Collaborations;
2. One hundred ~~twenty seven (127)~~thirty-eight (138) Information Disseminations; and
3. Five (5) Media Inputs.

J. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the due dates and quantities identified within the ~~Performance Measures, Performance~~Process Objectives, Outcome Objectives, and supporting activities described in Subparagraphs D., E., F., G., H. and ~~FI~~ above.

K. ACTION PLAN - CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary Action Plan by ~~July 31, 2015 and a final Action Plan by August 14, 2015~~1, 2017 and a final Action Plan by August 15, 2017; and for Period Two, a preliminary Action Plan by ~~July 29, 2016~~August 1, 2018 and a final Action Plan by August ~~12, 2016~~15, 2018. Each Action Plan shall clearly describe the activities to be implemented to achieve the ~~Performance Measures~~Process Objectives and ~~Performance~~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 the Action Plan with ADMINISTRATOR's prior written approval.~~

L. EVALUATION – CONTRACTOR shall conduct a systematic and comprehensive Evaluation to determine levels of effectiveness and success in accomplishing supporting activities ~~and Campaigns~~,

1 and in achieving the Performance Outcome Objectives and Performance Measures Process Objectives
2 described in Subparagraph D. ~~and E., through I.,~~ above.

3 1. CONTRACTOR and CONTRACTOR's project evaluator shall participate in an Evaluation
4 Planning meeting with ADMINISTRATOR prior to developing an Evaluation Plan.

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

7 a. The proposed evaluator, including qualifications;

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

9 c. The method(s) to be used for evaluating ~~the Outcomes achieved for each~~
10 Performance Outcome Objective and Performance Measure Process Objective;

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

14 e. How the Evaluation process is to be conceptually and procedurally integrated within
15 the services provided under this Agreement; and

16 f. How the Evaluation results will be used to make recommendations for improving
17 prevention efforts related to each Performance Outcome Objective and Performance Measure Process
18 Objective.

19 //

20 //

21 3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan to
22 ADMINISTRATOR by ~~July 31, 2015 and a final Evaluation Plan by August 14, 2015~~ 1, 2017 and a final
23 Evaluation Plan by August 15, 2017; and for Period Two, a preliminary Evaluation Plan by ~~July 29,~~
24 ~~2016~~ August 1, 2018 and a final Evaluation Plan by August ~~12, 2016~~ 15, 2018.

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

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

30 M. MEETINGS

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

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

37 3. Quarterly Provider Meeting – At a minimum, CONTRACTOR's Program Supervisor or

1 Program Coordinator shall attend each of the four (4) quarterly provider meetings held by
 2 ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for quarterly provider
 3 meetings shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least
 4 one (1) month in advance of each meeting. ADMINISTRATOR may approve a substitution for the
 5 Program Supervisor or Program Coordinator in the event one or both of them are unable to attend.

6 N. SOCIAL MEDIA: If project-related Social Media is to be used, CONTRACTOR shall develop
 7 necessary policies and procedures and keep them on file.

8 O. REQUIRED APPROVALS

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

12 2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the
 13 purchase of ~~program identity items~~ Program Identity Items.

14 3. CONTRACTOR shall request required approvals on a form provided by
 15 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
 16 to the request. Requests shall be in support of the ~~Performance Measures~~ Process Objectives and
 17 ~~Performance~~ Outcome Objectives identified in Subparagraph ~~E~~ D. ~~Through I~~. of this Exhibit A.
 18 Approval of requests is subject to county, state and federal funding guidelines and regulations.

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

25 Q. PATENTS AND COPYRIGHT MATERIALS

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

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

37 3. CONTRACTOR agrees and does hereby grant to COUNTY for all purposes a royalty-free,

1 non-exclusive, and irrevocable license throughout the world to reproduce, to prepare derivative works,
 2 to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of any work, data or
 3 material in any manner which is created, produced, developed, or delivered as part of this Agreement
 4 but which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall
 5 have authority to grant such license to others.

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

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

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

15 R. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
 16 in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of
 17 any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and may
 18 request a plan of corrective action. Corrective Action Plans may address, but are not limited to,
 19 Performance Outcome Objectives, Process Objectives, prevention strategies, and/or Action Plans.
 20 CONTRACTOR shall submit a written plan of corrective action for approval within two (2) weeks of
 21 request by ADMINISTRATOR, or as directed by ADMINISTRATOR. CONTRACTOR may request
 22 in advance and in writing an extension to the due date for a Corrective Action Plan. Approval of the
 23 request shall be at the sole discretion of ADMINISTRATOR.

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

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

31 **VII. STAFFING**

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

35 B. CONTRACTOR shall perform a pre-employment screening of any person who will provide
 36 services pursuant to this Agreement. Prior to providing any service pursuant to this Agreement, all staff
 37

1 including volunteers and interns shall meet the following requirements:

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

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

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

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

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

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

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

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

ADMINISTRATIVE STAFF	<u>FTEs</u>
Human Resources	0.04
Director PROGRAM	
Assistant Director Accounting	0.12 <u>150</u>
Specialist	
ADMINISTRATIVE — SUBTOTAL	0.16 <u>600</u>
FTEs Program Coordinator	
Health Educator	<u>0.500</u>
SUBTOTAL PROGRAM STAFF	<u>1.250</u>
Assistant Director	<u>0.15</u>
Project	<u>0.60</u>
Coordinator SUBCONTRACTOR	

1	Health Educator	0.50	063
2	PROGRAM SUBTOTAL	1.25	063
3	FTEs SUBCONTRACTOR		
4			
5	TOTAL FTEs	1.41	313

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

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

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

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

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

31 ~~KL~~ L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Staffing Paragraph of this Exhibit A to the Agreement.

33 //
34 //
35 //
36 //
37 //