



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-18010420  
FOR  
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES**

This Amendment No. 3 to Contract No. MA-042-18010420 for Alcohol and Other Drug Abuse Prevention Services is made and entered into on July 1, 2020 (“Effective Date”) between Orange County Superintendent of Schools A.K.A. Orange County Department of Education (“Contractor”), with a place of business at 200 Kalmus Dr., Costa Mesa, CA 92628, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

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

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

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

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for one year, renewable for one additional one-year period, for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend standard language paragraphs and Exhibit A in the Contract.

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

1. The Contract is renewed for a term of one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$570,000 for this renewal period, for a new not to exceed amount of \$1,593,000; on the amended terms and conditions
2. The Section entitled “Referenced Contract Provisions” of the Contract is deleted in its entirety and replaced with the following:

**“REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2017 through June 30, 2021  
Period One means the period from July 1, 2017 through June 30, 2018  
Period Two means the period from July 1, 2018 through June 30, 2019  
Period Three means the period from July 1, 2019 through June 30, 2020  
Period Four means the period from July 1, 2020 through June 30, 2021

**Maximum Obligation:**

Period One Maximum Obligation:	\$ 330,000
Period Two Maximum Obligation:	333,500
Period Three Maximum Obligation:	359,500
Period Four Maximum Obligation:	<u>570,000</u>
TOTAL MAXIMUM OBLIGATION:	\$ 1,593,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

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

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

**Notices to COUNTY and CONTRACTOR:**

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

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

3. Paragraph IV. Compliance, subparagraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

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

4. Exhibit A to the Contract is deleted in its entirety and replaced with the following:

**“EXHIBIT A  
TO CONTRACT FOR PROVISION OF  
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
AKA ORANGE COUNTY DEPARTMENT OF EDUCATION  
JULY 1, 2020 THROUGH JUNE 30, 2021**

**I. COMMON TERMS AND DEFINITIONS**

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

1. AOD means Alcohol and Other Drug.
2. Center for Substance Abuse Prevention (CSAP) is part of the Substance Abuse and Mental Health Services Administration (SAMHSA) and is the sole federal organization providing national leadership in the development of policies, programs, and services to prevent the onset of illegal drug use and underage alcohol and tobacco use, and to reduce the negative consequences of using substances. CSAP has identified six prevention strategies that can be directed at any segment of the population: Information Dissemination, Education, Alternatives, Problem Identification and Referral, Community-based Process, and Environmental.
3. Department of Health Care Services (DHCS) is the single state agency responsible for administering and coordinating the State's efforts in substance use disorders.
4. Information Dissemination means the distribution of a collection of facts or data.
5. Institute of Medicine (IOM) Model of or Framework for Prevention is a classification of prevention services adopted by the IOM, where prevention programs are organized along a targeted audience and the prevention intervention is based on a combination of risk and protective factors associated with substance abuse. This continuum is divided into prevention,

treatment, and maintenance categories, and the prevention category is divided into universal, selective, and indicated prevention classifications.

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

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

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

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

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

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

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

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

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

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

## II. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>TOTAL</u>
ADMINISTRATIVE COST					
Indirect	\$ 28,162	\$ 28,488	\$ 30,649	\$ 48,690	\$ 135,989
SUBTOTAL ADMINISTRATIVE COST	\$ 28,162	\$ 28,488	\$ 30,649	\$ 48,690	\$ 135,989
PROGRAM COST					
Salaries	\$189,809	\$191,123	\$195,387	\$278,912	\$ 855,231
Benefits	92,334	96,984	115,437	194,588	499,343
Services and Supplies	<u>19,695</u>	<u>16,905</u>	<u>18,027</u>	<u>47,810</u>	<u>102,437</u>
SUBTOTAL PROGRAM COST	\$301,838	\$305,012	\$328,851	\$521,310	\$1,457,011
TOTAL GROSS COST	\$330,000	\$333,500	\$359,500	\$570,000	\$1,593,000
REVENUE					
SAMSHA	<u>\$330,000</u>	<u>\$333,500</u>	<u>\$359,500</u>	<u>\$570,000</u>	<u>\$1,593,000</u>
TOTAL REVENUE	\$330,000	\$333,500	\$359,500	\$570,000	\$1,593,000
TOTAL MAXIMUM OBLIGATION	\$330,000	\$333,500	\$359,500	\$570,000	\$1,593,000

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

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

D. CFDA INFORMATION

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

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>R&amp;D Award (Y/N)</u>
93.959	TI10062-20	SAPT BG	HHS	FFY 20 (10/1/19 to 6/30/21)	19,276,499	N

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

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

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

### **III. PAYMENTS**

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

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

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



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

B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

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

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

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

#### **IV. REPORTS**

##### **A. FISCAL**

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

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

B. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these

reports no later than twenty (20) calendar days following the end of the month being reported.

### C. PROGRAMMATIC

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

- a. Quarter 1: July 1, 2020 through September 30, 2020, due October 15, 2020
- b. Quarter 2: October 1, 2020 through December 31, 2020, due January 15, 2021
- c. Quarter 3: January 1, 2021 through March 31, 2021, due April 15, 2021

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

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

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

D. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

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

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

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

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



## **V. SERVICES**

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

1. Support of COUNTY'S fiscal year 2018-2023 Alcohol and Other Drug Prevention Strategic Plan;
2. Alignment with the SPF process; and
3. Alignment with CSAP prevention strategies.

### B. SUBSTANCE USE PREVENTION SERVICES

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

- a. Decrease underage drinking
- b. Reduce prescription drug abuse
- c. Decrease cannabis/marijuana use among youth

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

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

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

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

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

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

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

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

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

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

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

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

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

### C. OUTCOME MEASURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### F. MEETINGS

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

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

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

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

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

## **VI. STAFFING**

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

PROGRAM	FTEs
Program Coordinator	1.80
Program Support Assistant	0.50
Project Assistant	<u>2.00</u>
SUBTOTAL PROGRAM FTEs	4.30
TOTAL FTEs	4.30

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

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

D. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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

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

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

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

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

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

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

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

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

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

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

1. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under California Penal Code section 290;
2. No person shall have been convicted of an arson offense – Violation of Penal Code sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
3. No person shall have been convicted of any violent felony as defined in Penal Code section 667.5, which involve doing bodily harm to another person, for which the staff member was convicted within five (5) years prior to employment;

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

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

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

7. No person shall be on parole or probation;

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

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

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

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

This Amendment No. 3 modifies the Contract and Amendments No. 1 and No. 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendment No. 1, Amendment No. 2 and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1 and No. 2, not specifically changed by this Amendment No. 3, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
A.K.A. ORANGE COUNTY DEPARTMENT OF EDUCATION**

Renee Hendrick

Associate Superintendent, Administrative Services

Print Name

Title

DocuSigned by:

*Renee Hendrick*

3/20/2020

433C8B901E77484...

Date

Print Name

Title

Signature

Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

*Brittany McLean*

3/21/2020

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Date