

AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-18010420
FOR
ALCOHOL AND OTHER DRUG ABUSE PREVENTION SERVICES

~~This Amendment 2 to Contract No. MA-042-18010420 for Alcohol and Other Drug Abuse Prevention Services is made and entered into on February 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 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 ("Contract"); and~~

~~WHEREAS, the Parties executed Amendment No. 1 to amend MA-042-18010420, effective May 22, 2019 through June 30, 2020, agreed to exercise the use of contingency contract cost and increase Contract amount by \$3,500 for Period Two, with a revised not to exceed amount of \$333,500 for a revised Total Maximum Obligation of \$993,500; and~~

~~WHEREAS, on or about February 1, 2020, County intends to exercise the use of contingency contract cost and authorize an increase of the Contract amount by \$29,500 for Period Three, with a revised not to exceed amount of \$359,500 for Period three, for a revised Total Maximum Obligation of \$1,023,000; and~~

~~WHEREAS, the increased amounts for Period Three require additional changes to Exhibit A of the Contract, as set forth herein; and~~

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

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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.

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REFERENCED CONTRACT PROVISIONS**~~Term:~~** July 1, 2017 through June 30, 2020~~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~~**~~Maximum Obligation:~~**~~Period One Maximum Obligation: \$330,000~~~~Period Two Maximum Obligation: 330,000~~~~Period Three Maximum Obligation: 330,000~~~~TOTAL MAXIMUM OBLIGATION: \$990,000~~**~~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~~~~Jim Perez, Administrator Safe Schools & Supportive Services~~~~jperez@ocde.us~~

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: 570,000

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

I. ACRONYMS

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

A. ADP	Alcohol and Drug Program
B. AES	Advanced Encryption Standard
C. ARRA	American Recovery and Reinvestment Act
D. ASRS	Alcohol and Drug Programs Reporting System
E. BCP	Business Continuity Plan
F. CalOMS	California Outcomes Measurement System
G. CCC	California Civil Code
H. CCR	California Code of Regulations
I. CD/DVD	Compact Disc/Digital Video or Versatile Disc
J. CEO	County Executive Office
K. CFDA	Catalog of Federal Domestic Assistance
L. CFR	Code of Federal Regulations
M. CHHS	California Health and Human Services Agency
N. CHPP	COUNTY HIPAA Policies and Procedures
O. CMPPA	Computer Matching and Privacy Protection Act
P. COI	Certificate of Insurance
Q. DoD	US Department of Defense
R. DPFS	Drug Program Fiscal Systems
S. DRP	Disaster Recovery Plan
T. DRS	Designated Record Set
U. EHR	Electronic Health Records
V. E-Mail	Electronic Mail
W. FAX	Facsimile Machine
X. FIPS	Federal Information Processing Standards
Y. FTE	Full Time Equivalent
Z. GAAP	Generally Accepted Accounting Principle
AA. HCA	Health Care Agency
AB. HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
AC. HHS	Health and Human Services
AD. HIPAA	Health Insurance Portability and Accountability Act
AE. HSC	California Health and Safety Code
AF. ID	Identification
AG. IEA	Information Exchange Agreement

1	AH. IOM	Institute of Medicine
2	AI. ISO	Insurance Services Office
3	AJ. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
4	AK. NIST	National Institute of Standards and Technology
5	AL. OIG	Office of Inspector General
6	AM. OMB	Office of Management and Budget
7	AN. OPM	Federal Office of Personnel Management
8	AO. PI	Personal Information
9	AP. P&P	Policy and Procedure
10	AQ. PHI	Protected Health Information
11	AR. PRA	Public Record Act
12	AS. SIR	Self-Insured Retention
13	AT. USC	United States Code

14 15 **II. ALTERATION OF TERMS**

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

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

23 24 **III. ASSIGNMENT OF DEBTS**

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

32 33 **IV. COMPLIANCE**

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

37 //

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

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

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own Compliance program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

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

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's compliance program, code of conduct and any Compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals

relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while

CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

V. CONFIDENTIALITY

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

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

C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate disclosure in connection with activity funded under this Agreement. This system shall include provisions for employee education on the confidentiality requirements, and the fact that disciplinary

1 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,
 2 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,
 3 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.
 4 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

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

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

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

12 **VI. CONFLICT OF INTEREST**

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

22 **VII. COST REPORT**

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

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

36 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
 37 business day after the above specified due date that the accurate and complete Cost Report is not

submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

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

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

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

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

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

1 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
2 such payment does not exceed the Maximum Obligation of COUNTY.

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

5
6 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
7 supporting documentation prepared by _____ for the cost report period
8 beginning _____ and ending _____ and that, to the best of my
9 knowledge and belief, costs reimbursed through this Agreement are reasonable and
10 allowable and directly or indirectly related to the services provided and that this Cost
11 Report is a true, correct, and complete statement from the books and records of
12 (provider name) in accordance with applicable instructions, except as noted. I also
13 hereby certify that I have the authority to execute the accompanying Cost Report.

14
15 Signed _____
16 Name _____
17 Title _____
18 Date _____"

19 20 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

21 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

35 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
36 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,

37 //

suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.

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

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

IX. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

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

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

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

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

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

4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations

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hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.

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

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

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

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

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

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

X. DISPUTE RESOLUTIONS

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

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

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

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

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

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

XI. EMPLOYEE ELIGIBILITY VERIFICATION

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

XII. EQUIPMENT

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

Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

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

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

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

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

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

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

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

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

XIII. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the

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1 minimum number and type of staff which meet applicable federal and state requirements, and which are
2 necessary for the provision of the services hereunder.

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

9 10 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

31 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
32 CONTRACTOR pursuant to this Agreement shall maintain insurance subject to the same terms and
33 conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to
34 work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
35 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance
36 requirements to every subcontractor and to receive proof of insurance prior to allowing any

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subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

Coverage

Minimum Limits

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
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

17 Q. SUBMISSION OF INSURANCE DOCUMENTS

18 1. The COI and endorsements shall be provided to COUNTY as follows:
19 a. Prior to the start date of this Agreement.
20 b. No later than the expiration date for each policy.
21 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
22 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

XV. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

XVI. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

1. ARRA of 2009.

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

3. CCC §§1798.80 through 1798.84, Customer Records.
4. CCC §1798.85, Confidentiality of Social Security Numbers.
5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
8. HSC, §11876, Narcotic Treatment Programs.
9. HSC, §§123110 through 123149.5, Patient Access to Health Records. Code of Federal Regulations, Title 42, Public Health.
10. 2 CFR 230, Cost Principles for Nonprofit Organizations
11. 2 CFR 376, Nonprocurement, Debarment and Suspension.
12. 41 CFR 50, Public Contracts and Property Management
13. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
14. 2 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
15. 45 CFR 93, New Restrictions on Lobbying.
16. 45 CFR 96.127, Requirements regarding Tuberculosis.
17. 45 CFR 96.132, Additional Agreements.
18. 45 CFR 96.135, Restrictions on Expenditure of Grant.
19. 45 CFR 160, General Administrative Requirements.
20. 45 CFR 162, Administrative Requirements.
21. 45 CFR 164, Security and Privacy.
22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
23. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
24. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.
25. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
26. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
27. 42 USC §290dd-2, Confidentiality of Records.
28. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
29. 42 USC §§1320d through 1320d-9, Administrative Simplification.
30. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.

31. 42 USC §6101 et seq., Age Discrimination Act of 1975.
32. 42 USC §2000d, Civil Rights Act of 1964.
33. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
34. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).
35. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08
36. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual
37. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.

XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

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

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

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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 **XVIII. MAXIMUM OBLIGATION**

6 A. 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, except as allowed for in
 9 Subparagraph B. below.

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

12 **XIX. MINIMUM WAGE LAWS**

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

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

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

27 28 **XX. NONDISCRIMINATION**

29 **A. EMPLOYMENT**

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

1 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
2 orientation, or military and veteran status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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XXI. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XXII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIV. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

6 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
7 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
8 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
9 maintained by or for a covered entity that is:

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

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

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

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

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

20 2. Provide auditor or other authorized individuals access to documents via a computer
21 terminal.

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

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

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

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

34 K. 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 //

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

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

6 7 **XXV. RESEARCH AND PUBLICATION**

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

11 **XXVI. SEVERABILITY**

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

17 18 **XXVII. SPECIAL PROVISIONS**

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

- 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.

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9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

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

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

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

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

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

16. Assisting, promoting, or deterring union organizing.

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

18. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

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

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

XXVIII. STATUS OF CONTRACTOR

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

XXIX. TERM

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

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

XXX. TERMINATION

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.

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

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

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

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

D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXXI. THIRD PARTY BENEFICIARY

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

XXXII. WAIVER OF DEFAULT OR BREACH

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

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

3
 4
 5 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
 6 AKA ORANGE COUNTY DEPARTMENT OF EDUCATION

7
 8 BY: _____ DATED: _____

9
 10 TITLE: _____
 11
 12
 13
 14
 15

16
 17 COUNTY OF ORANGE

18
 19
 20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY
 22
 23
 24
 25

26 APPROVED AS TO FORM
 27 OFFICE OF THE COUNTY COUNSEL
 28 ORANGE COUNTY, CALIFORNIA
 29
 30

31 BY: _____ DATED: _____

32 DEPUTY
 33
 34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
 36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
 37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
 signature alone is required by ADMINISTRATOR.

~~EXHIBIT A~~
~~TO AGREEMENT 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, 2017 THROUGH JUNE 30, 2020~~

~~**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 Agreement.~~

~~1. AOD means Alcohol and Other Drug.~~

~~2. CalOMS means the data collection system for COUNTY and/or direct provider staff to collect, compile and report data to the ADP. The service categories are: 12) Information Dissemination; 13) Education; 15) Problem Identification; and 16) Community Based.~~

~~3. Information Dissemination means the distribution of a collection of facts or data.~~

~~4. Linkage to Services means linkage will be made to residential treatment, support services such as self help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.~~

~~5. Media Events means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances, such as talk shows or published articles, and also feature some aspect of the provision of alcohol and drug primary prevention services. Media Events do not include brief announcements, advertisements and/or listings in community calendars.~~

~~6. Participant means an individual enrolled in a program who engages in activities aimed at preventing and/or eliminating the development of a behavioral health condition.~~

~~7. PII means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.~~

~~8. Presentation/Speaking Engagement means structured, culturally relevant alcohol and drug related education and prevention activities of at least two (2) hours duration which are directed to service providers, community groups, at risk groups, and the general population and which address problem areas that have been identified within the community.~~

~~9. PHI means individually identifiable health information usually transmitted by electronic media maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.~~

~~10. Unduplicated Participant means an individual who is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period. For example, if a Participant receives individual and group services, they can only be counted once.~~

~~11. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.~~

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

H. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect	<u>\$ 28,162</u>	<u>\$ 28,488</u>	<u>\$ 30,649</u>	<u>\$ 87,299</u>
SUBTOTAL	<u>\$ 28,162</u>	<u>\$ 28,488</u>	<u>\$ 30,649</u>	<u>\$ 87,299</u>
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	<u>\$189,809</u>	<u>\$191,123</u>	<u>\$195,387</u>	<u>\$ 576,319</u>
Benefits	<u>92,334</u>	<u>96,984</u>	<u>115,437</u>	<u>304,755</u>
Services and Supplies	<u>19,695</u>	<u>16,905</u>	<u>18,027</u>	<u>54,627</u>
SUBTOTAL PROGRAM COST	<u>\$301,838</u>	<u>\$305,012</u>	<u>\$328,851</u>	<u>\$ 935,701</u>
TOTAL GROSS COST	<u>\$330,000</u>	<u>\$333,500</u>	<u>\$359,500</u>	<u>\$1,023,000</u>
REVENUE				
SAMSHA	<u>\$330,000</u>	<u>\$333,500</u>	<u>\$359,500</u>	<u>\$1,023,000</u>
TOTAL REVENUE	<u>\$330,000</u>	<u>\$333,500</u>	<u>\$359,500</u>	<u>\$1,023,000</u>

TOTAL MAXIMUM	\$330,000	\$333,500	\$359,500	\$1,023,000
OBLIGATION				

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

~~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 Agreement, must be reflected in CONTRACTOR's financial records.

~~D. CFDA INFORMATION~~

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

CFDA Year: 2017

CFDA No.: 93.959

Program Title: SAPT BG

Federal Agency: HHS

Award Name: Block Grants for Substance Abuse Prevention and Treatment Services²²

~~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 Agreement.~~

~~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 for Period Three, and \$29,958 per month for the months of February 2020 through June 30, 2020 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 Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's 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 Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.~~

~~2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the 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~~

1 of the correctly completed invoice.

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

5 ~~— D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply~~
 6 ~~with any provision of the Agreement.~~

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

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

12 **IV. REPORTS**

13 ~~— A. FISCAL~~

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

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

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

33 ~~— C. PROGRAMMATIC~~

34 ~~— 1. CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR.~~
 35 ~~These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to,~~
 36 ~~descriptions of any performance objectives, outcomes, and or interim findings as directed by~~
 37

~~ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.~~

~~2. CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California Department of Alcohol and Drug Programs. CONTRACTOR shall comply with CalOMS requirements and report on the service populations as defined in the IOM model. ADMINISTRATOR shall make trainings and technical assistance available for completing CalOMS reports throughout the term of the Agreement.~~

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

V. SERVICES

~~A. FACILITY CONTRACTOR shall arrange and secure for use a minimum of seventeen (17) school site locations or any other locations approved by ADMINISTRATOR over a minimum of four (4) school districts for the provision of Alcohol and Other Drug Prevention Services (AOD). Services will primarily target students from elementary and intermediate schools.~~

~~B. 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, on an annual basis, assess needs and propose service locations to receive approval from ADMINISTRATOR for the provision of AOD Services.~~

~~C. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. — 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening hours and on weekends in order to accommodate Participants unable to participate during regular business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.~~

~~D. CONTRACTOR's administrative staff holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.~~

~~E. AOD PREVENTION SERVICES~~

~~1. CONTRACTOR shall provide AOD Prevention Services to individuals not identified as in need of treatment, as defined in the Federal Register. The Prevention services shall be in compliance with the State Strategic Prevention Framework and shall include the following tasks:~~

~~a. Assessment CONTRACTOR shall assess the AOD prevention needs of school sites~~

and districts in the COUNTY and forward the assessment to ADMINISTRATOR within sixty (60) calendar days of initiation of service. The Assessment task shall include the following activities:

- 1) Data collection;
- 2) Assessment and validation of data collected;
- 3) Development of a prevention plan;
- 4) Identification of potential geographic/community target areas and populations;
- 5) Assessment of readiness, leadership, cultural competence to implement and sustain policies, programs and practices; and
- 6) Analysis of prevention gaps.

b. Capacity CONTRACTOR shall build capacity to increase the program's effectiveness through building collaborative efforts with prevention coalition/network integration. Capacity shall include the following activities:

- 1) Creation and continuation of partnerships/coalitions;
- 2) Training and education; and
- 3) Participation in substance use prevention meetings and workshops with key stakeholders and service providers.

c. Planning CONTRACTOR shall develop a comprehensive strategic plan that addresses prevention priorities identified during the Assessment and Capacity steps. The Planning step involves applying assessment results to develop a strategic plan that includes policies, programs, and practices to reduce risk factors for, and strengthen protective factors against, substance use and abuse in the target population. CONTRACTOR shall, within sixty (60) calendars days of initiation of services per period as specified in the Referenced Contract Provisions of the Agreement, submit CONTRACTOR's Strategic Plan to ADMINISTRATOR, unless otherwise stipulated by ADMINISTRATOR.

d. Implementation CONTRACTOR shall implement evidence-based programs and infrastructure activities, which shall include one or more of the following prevention strategies:

1) Information Dissemination CONTRACTOR shall attend and provide prevention services primarily at school sites. Services may also be provided at Churches, community centers, community health fairs, business associations, juvenile facilities, schools, and other community information outreach events where large numbers of youth and parents are in attendance with ADMINISTRATOR approval for purposes of increasing mental health prevention efforts including but not limited to awareness and knowledge of substance abuse trends, issues and resources.

2) Education and Training CONTRACTOR shall provide education services to student Participants in grades five through high school, their families, and school staff. Services will focus on Alcohol and Other Drug (AOD) education prevention, AOD trends, short and long term effects of AOD use on the brain and high risk factors that can lead to behavioral health issues in youth. Services will be provided by utilizing evidence-based strategies and curricula that are consistent with Substance

~~Abuse Mental Health Services Administration Strategic Prevention Framework that guides planning and implementation of prevention services. Services will focus on strengthening protective factors and improve the youth's interconnectedness to their families and the community. The curriculum will 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.~~

~~_____ a) Student Education _____ CONTRACTOR shall provide prevention education to students. The focus of these services shall be on strengthening each Participant's interpersonal and social skills as well as providing each Participant with substance abuse education and resistance skills. CONTRACTOR shall primarily focus these services at the elementary and intermediate grade levels.~~

~~_____ b) Parent Workshops _____ CONTRACTOR shall recruit parents and families of students to attend a parent workshop. The focus of these workshops shall be on AOD trends, prevention strategies, youth development, communication, and improving effective family management. The parent workshops shall also 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 for to ensure strong participation.~~

~~_____ c) School Staff Workshops _____ CONTRACTOR shall provide workshops to school staff on topics such as AOD trends, prevention strategies, youth development, communication, and improving school climate.~~

~~_____ d) 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 drug, alcohol and tobacco use prevention in COUNTY in the context of improving the quality of life in the community. Services may be provided to Community Based locations by approval of ADMINISTRATOR.~~

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

~~_____ 2. _____ CONTRACTOR shall, per period as specified in the Referenced Contract Provisions Paragraph of the Agreement, provide the following AOD Prevention Units of Service at or on behalf of children/youth, school staff, and/or parents at a minimum of seventeen (17) targeted schools/locations as follows:~~

~~_____ a. _____ CONTRACTOR shall provide AOD prevention curriculum to a minimum of two thousand (2,000) unduplicated children/youth.~~

~~b. CONTRACTOR shall provide a minimum of fifteen (15) school staff workshops on child/youth AOD trends and prevention strategies to a minimum of two hundred (200) unduplicated staff.~~

~~c. CONTRACTOR shall provide a minimum of seventeen (17) parent workshops on child/youth AOD trends and prevention/intervention strategies to a minimum of one thousand (1000) unduplicated parents of children/youth.~~

~~3. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:~~

UNITS OF SERVICE	Period One	Period Two	Period Three
Schools/locations receiving curriculum	17	17	17
Unduplicated children/youth trained	2,000	2,000	2,000
School staff workshops	15	15	15
Unduplicated staff trained	200	200	200
Parent workshops	17	17	17
Unduplicated parents attending workshops	1,000	1,000	1,000

~~F. OUTCOME MEASURES~~

~~1. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered 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, etc., 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; primary language; culture such as LGBTQI, veterans, and others such as hearing impaired.~~

~~3. CONTRACTOR shall provide the COUNTY with monthly data reports and as needed upon request of ADMINISTRATOR.~~

~~4. CONTRACTOR's anticipated performance outcomes shall include, but are not limited to the following:~~

~~a. Participants will report an increased level of an identified skill set.~~

~~b. Workshop participants (students, families and school staff) will report an increase in knowledge of risk and protective factors affecting youth AOD use.~~

~~G. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different and/or additional outcome measurements, as approved by~~

~~ADMINISTRATOR.~~

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

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

~~**VI. STAFFING**~~

~~— A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. 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	1.90
— Program Support Assistant	0.60
— Senior Administrative Assistant	0.54
SUBTOTAL PROGRAM FTEs	3.04
 TOTAL FTEs	 3.04

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

1 ~~participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies~~
 2 ~~of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to~~
 3 ~~enhance accessibility for, and sensitivity to, individuals who are physically challenged.~~

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

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

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

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

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

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

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

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

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

34 ~~— M. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to~~
 35 ~~modify the Staffing Paragraph of this Exhibit A to the Agreement.~~

36 ~~— N. STUDENT INTERNS~~

37 ~~—— 1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written~~

1 ~~approval of ADMINISTRATOR.~~

2 ~~———— a. CONTRACTOR shall meet minimum requirements for supervision of each Student~~
 3 ~~Intern as required by the State Licensing Board and/or school program descriptions or work contracts.~~

4 ~~———— b. Student Intern services shall not comprise more than twenty percent (20%) of total~~
 5 ~~services provided.~~

6 ~~———— 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each~~
 7 ~~Student Intern providing behavioral health services and one (1) hour of supervision for each ten (10)~~
 8 ~~hours of treatment for Student Interns providing substance abuse services. CONTRACTOR shall~~
 9 ~~provide supervision to volunteers as specified in the respective job descriptions or work contracts.~~

10 ~~———— O. CONTRACTOR shall perform a pre-employment screening of any person who will provide~~
 11 ~~services pursuant to the Agreement. All staff, including volunteers and interns, must meet the following~~
 12 ~~requirements prior to providing any service pursuant to the Agreement:~~

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

15 ~~———— 2. No person shall have been convicted of an arson offense — Violation of Penal Code sections~~
 16 ~~451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;~~

17 ~~———— 3. No person shall have been convicted of any violent felony as defined in Penal Code section~~
 18 ~~667.5, which involve doing bodily harm to another person, for which the staff member was convicted~~
 19 ~~within five (5) years prior to employment;~~

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

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

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

26 ~~———— 7. No person shall be on parole or probation;~~

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

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

32 ~~———— P. All individuals working directly with youth must submit fingerprints and pass a background~~
 33 ~~check, prior to providing services pursuant to the Agreement. CONTRACTOR shall submit to~~
 34 ~~ADMINISTRATOR copies of the results for each individual that has successfully passed the~~
 35 ~~background check. CONTRACTOR shall retain copies for its records.~~

36 ~~———— Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 37 ~~Staffing Paragraph of this Exhibit A to the Agreement.~~

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</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</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

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&D Award (Y/N)</u>
<u>93.959</u>	<u>TI10062-20</u>	<u>SAPT BG</u>	<u>HHS</u>	<u>FFY 20 (10/1/19 to 6/30/21)</u>	<u>19,276,499</u>	<u>N</u>

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

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

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

III. PAYMENTS

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

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.

1 C. PROGRAMMATIC

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

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

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

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

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

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

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

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

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

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

34 G. CONTRACTOR shall not use reports produced as the result of these services, or data obtained
 35 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.
 36 All reports shall indicate that the County of Orange Health Care Agency Behavioral Health Services
 37 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

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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:

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

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,

1 leadership skills, refusal skills, decision making skills, coping skills, program outcomes, and quality
 2 improvement purposes. In addition, CONTRACTOR shall utilize data collection systems and/or
 3 methodologies for monitoring and tracking Participant enrollment, demographics, trends, service
 4 utilization and outcomes.

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

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

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

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

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

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

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

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

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

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

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

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

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

32 F. MEETINGS

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

36 2. Provider Meetings – At a minimum, at least one CONTRACTOR's Program staff shall
 37 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:

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

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

C. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when bilingual and bicultural composition of the staffing does not meet the above requirement must be

1 filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of
 2 those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be
 3 used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in
 4 advance, by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

11 2. No person shall have been convicted of an arson offense – Violation of Penal Code sections
 12 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

13 3. No person shall have been convicted of any violent felony as defined in Penal Code section
 14 667.5, which involve doing bodily harm to another person, for which the staff member was convicted
 15 within five (5) years prior to employment;

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

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

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

22 7. No person shall be on parole or probation;

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

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

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

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

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