

AGREEMENT FOR PROVISION OF
COMMUNITY-BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
JULY 1, ~~2012~~ 2011 THROUGH JUNE 30, ~~2014~~ 2012

THIS AGREEMENT entered into this 1st day of July ~~2012~~ 2011, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY, a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Community Based Alcohol and Other Drug Prevention ~~services~~ Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	4
<u>I. Acronyms</u>	<u>5</u>
I <u>II.</u> Alteration of Terms	6
II <u>III.</u> Assignment of Debts	6
III <u>IV.</u> Compliance.....	6
IV <u>V.</u> Confidentiality.....	10
V Cost Report	9
VI. Debarment and Suspension Certificate.....	10 10
VII. Delegation, Assignment and Subcontracts	12
VIII. Employee Eligibility Verification	14
IX. Equipment	14
X. Facilities, Payments and Services	16
XI. Indemnification and Insurance	16
XII. Inspections and Audits	17
XIII. Licenses and Laws.....	18
XIV. Literature and Advertisements	17 20
XV. Maximum Obligation.....	20
XVI. Nondiscrimination.....	18 20
XVII. Notices	20 22
XVIII. Notification of Public Events and Meetings.....	20 22
XIX. Records Management and Maintenance.....	20 23
XX. Severability.....	22 25
XXI. Special Provisions	22 25
XXII. Status of Contractor.....	26
XXIII. Term	27
XXIV. Termination	27
XXV. Third Party Beneficiary	28
XXVI. Waiver of Default or Breach.....	28
Signature Page	30

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CONTENTS

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Budget.....	4 1
II. Definitions	3
III. Payments.....	5 5
IV. Reports.....	6 6
V. Services.....	8 9
VI. Staffing	13 16

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, ~~2012~~²⁰¹¹ through June 30, ~~2014~~²⁰¹²Period One means the period from July 1, 2012 through June 30, 2013Period Two means the period from July 1, 2013 through June 30, 2014**Maximum Obligation:**

Period One Maximum Obligation:	\$388,675
Period Two Maximum Obligation:	388,675
TOTAL MAXIMUM OBLIGATION:	\$777,350

Basis for Reimbursement: Actual Cost**Payment Method:** Actual Cost**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: National Council on Alcoholism and Drug Dependence – Orange County
ATTN: ~~CEO~~ Chief Executive Officer
5 Mason, Suite 150
Irvine, CA 92618

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

I. ALTERATION OF TERMS ACRONYMS

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

A.	ADEPT	<u>Alcohol and Drug Education and Prevention Team</u>
B.	AOD	<u>Alcohol and Other Drugs</u>
C.	ARRA	<u>American Recovery and Reinvestment Act</u>
D.	CalOMS	<u>California Outcome Measurement Services</u>
E.	CCC	<u>California Civil Code</u>
F.	CCR	<u>California Code of Regulations</u>
G.	CFDA	<u>Catalog of Federal Domestic Assistance</u>
H.	CFR	<u>Code of Federal Regulations</u>
I.	CHPP	<u>COUNTY HIPAA Policies and Procedures</u>
J.	CHS	<u>Correctional Health Services</u>
K.	CSAP	<u>Center for Substance Abuse Prevention</u>
L.	D/MC	<u>Drug/Medi-Cal</u>
M.	DHCS	<u>Department of Health Care Services</u>
N.	DRS	<u>Designated Record Set</u>
O.	DUI	<u>Drinking Under the Influence</u>
P.	HCA	<u>Health Care Agency</u>
Q.	HHS	<u>Health and Human Services</u>
R.	HIPAA	<u>Health Insurance Portability and Accountability Act</u>
S.	HSC	<u>California Health and Safety Code</u>
T.	IOM	<u>Institute of Medicine</u>
U.	MHP	<u>Mental Health Plan</u>
V.	OCJS	<u>Orange County Jail System</u>
W.	OCPD	<u>Orange County Probation Department</u>
X.	OCR	<u>Office for Civil Rights</u>
Y.	OCSD	<u>Orange County Sheriff's Department</u>
Z.	OIG	<u>Office of Inspector General</u>
AA.	OMB	<u>Office of Management and Budget</u>
AB.	OTC	<u>Over-the-Counter</u>
AC.	OPM	<u>Federal Office of Personnel Management</u>
AD.	PADSS	<u>Payment Application Data Security Standard</u>
AE.	PC	<u>State of California Penal Code</u>
AF.	PCI DSS	<u>Payment Card Industry Data Security Standard</u>
AG.	PHI	<u>Protected Health Information</u>
AH.	PII	<u>Personally Identifiable Information</u>

AI.	PRA	Public Record Act
AJ.	USC	United States Code
AK.	WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE COMPLIANCE

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

1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals").~~

2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. 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 and related policies and procedures.

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3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been ~~approved~~ verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~ Subparagraphs A.4., A.5., A.6., and A.7. below.

4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program ~~is accepted~~ contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if the CONTRACTOR's Compliance Program does not contain all required elements.

6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("all~~ all Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.

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

B. SANCTION SCREENING ~~—~~ CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as ~~"Ineligible Persons,"~~ as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs ~~and~~ the Health and Human Services/Office of Inspector General OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

1. Ineligible Person shall be any individual or entity who:

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal 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 health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. 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.

3. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) 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.

4. 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 upon such disclosure.

5. 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.

6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine ~~if any~~appropriate repayment ~~is necessary~~from or sanction CONTRACTOR for services provided by ineligible person or individual.

7. CONTRACTOR shall promptly return any overpayments within in forty-five (45) days after the overpayment is verified by the ADMINISTRATOR.

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

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings 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. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.

2. CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("all~~ Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~ Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.

4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

6. Upon approval of CONTRACTOR's Code of Conduct by ~~ADMINISTRATOR~~, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("all~~ Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.

7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

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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, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns 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. The 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 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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

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

F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work week, of any suspected or actual breach of computer system security, if the security breach would require notification under CCC §1798.82.

VI. COST REPORT

A. CONTRACTOR shall submit ~~a separate~~ Cost ~~Report to COUNTY~~ Reports for Period One and Period Two, or for a portion thereof, no later than ~~forty-five (45)~~ sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and county requirements ~~and~~, generally accepted accounting principles, and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

a. CONTRACTOR may be assessed a late penalty of ~~one~~five hundred dollars (\$~~100~~500) for each business day after the above specified due date that the accurate and complete Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of ~~the~~ ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the 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 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.~~ CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and late penalty, not to exceed ~~COUNTY's~~the applicable Maximum Obligation for each period 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~~Reports or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

~~VI. DEBARMENT AND SUSPENSION CERTIFICATE~~

~~—A. CONTRACTOR certifies that it and its principals:~~

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

~~——2. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract~~

~~under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

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

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

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

~~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.~~

VII. DELEGATION, ASSIGNMENT ~~AND~~, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR 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. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

~~B. //~~

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, 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. Any attempted assignment or delegation in derogation of this paragraph shall be void.

C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~C.~~ For CONTRACTORS which are for-profit organizations, 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 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this paragraph shall be void.

VIII. 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 requirement 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 ~~U.S.C.~~ 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.

IX. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as ~~moveable~~ all property of a ~~relatively permanent~~ 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 ~~sales taxes,~~ freight charges, ~~sales taxes,~~ and other taxes, and installation costs are ~~considered Fixed~~ defined as Capital Assets. Equipment which ~~cost less than~~ costs between \$600 and \$5,000, including ~~sales taxes,~~ freight charges, ~~sales taxes~~ and other taxes, and installation costs are ~~considered Minor Equipment or~~ defined as Controlled Assets. Equipment. Controlled Equipment includes, but is not limited to 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 generally accepted accounting principles.

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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 ~~specified items of~~ the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the ~~full~~ proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY ~~and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.~~

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 ~~Loaned all~~ Equipment. ~~Equipment shall be tagged with a COUNTY issued tag.~~ Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all ~~Loaned~~ Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of ~~Loaned~~ 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 ~~Loaned~~ 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 ~~Loaned~~ 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 ~~Loaned~~ Equipment.

I. Equipment purchases shall not exceed \$50,000 annually.

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X. FACILITIES, PAYMENTS ~~AND~~ AND SERVICES

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

XI. INDEMNIFICATION ~~AND~~ AND INSURANCE

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

B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.

C. All insurance policies except Workers' Compensation and Employer's Liability shall contain the following clauses:

1. "The County of Orange is included as an additional insured with respect to the operations of the named insured performed under contract with the County of Orange."

2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."

3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

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

F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

XII. INSPECTIONS ~~AND~~ 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~~ 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~~ 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 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.

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XIII. LICENSES ~~AND LAWS~~ AND LAWS

A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, ~~the~~ State of California, COUNTY, and any other applicable governmental agencies. ~~CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an~~ any appeal, such permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

- ~~1. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.~~
- ~~2. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.~~
- ~~3. California Health and Safety Code (HSC), Divisions 10.5 and 10.6.~~
- ~~4. California Health and Safety Code Sections 123110 through 123149.5.~~
- ~~5. Title 2, Code of Federal Regulations (CFR), Part 230, Cost Principles for Nonprofit Organizations.~~
- ~~6. Title 2 Code of Federal Regulations 376, Nonprocurement, Debarment and Suspension.~~
- ~~7. 41 Code of Federal Regulations, Public Contracts and Property Management.~~
- ~~8. 42 Code of Federal Regulations 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
- ~~9. 45 Code of Federal Regulations 93, New Restrictions on Lobbying.~~
- ~~10. 45 Code of Federal Regulations 96.132(e), Additional Agreements.~~
- ~~11. 45 Code of Federal Regulations 96.135, Restrictions on Expenditure of Grant.~~
- ~~12. 45 Code of Federal Regulations 160, General Administrative Requirements.~~
- ~~13. 45 Code of Federal Regulations 162, Administrative Requirements.~~
- ~~14. 45 Code of Federal Regulations 164, Security And Privacy.~~
- ~~15. 48 Code of Federal Regulations 9.4, Debarment, Suspension, and Ineligibility.~~
- ~~16. Title 31, United States Code (U.S.C.), Chapter 13, Subtitle II, Section 1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.~~
- ~~17. 42 United States Code Chapter 126, Equal Opportunity for Individuals with Disabilities.~~
- ~~18. 42 United States Code, Chapter 6A, Subchapter III A, Part D, 290dd 2, Confidentiality of Records.~~

- ~~19. 42 United States Code, Chapter 7, Subchapter XI, Part A, 1320(a), Uniform reporting systems for health services facilities and organizations.~~
- ~~20. 42 United States Code, Chapter 7, Subchapter XI, Part C, 1320(d) through 1320(d)(8), Administrative Simplification.~~
- ~~21. 42 United States Code, Chapter 6A, Subchapter III A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.~~
- ~~22. 42 United States Code, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~
- ~~23. California Civil Code (CCC) Sections 56 through 56.37, Confidentiality of Medical Information.~~
- ~~24. California Civil Code Sections 1798.80 through 1798.82, Customer Records.~~
- ~~25. California Civil Code Section 1798.85, Confidentiality of Social Security Number.~~
- ~~26. Office of Management and Budget (OMB) Circulars A 87, A 89, A 110, A 122, and A 133.~~
- ~~27. U.S. Department of Health and Human Services Grants Policy Statement.~~
- ~~28. California Code of Regulations, Title 9, Division 4; and Title 22 Social Security.~~

C. 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~~ 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.

XIV. LITERATURE ~~AND~~ ADVERTISEMENTS

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. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

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 and in writing by ADMINISTRATOR.

XV. MAXIMUM OBLIGATION

The Total Maximum ~~Obligation~~ Obligations of COUNTY for services provided in accordance with this Agreement ~~is~~ and the separate Maximum Obligations for Period One and Period Two are as specified in the Referenced Contract Provisions of this Agreement.

XVI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase “an equal opportunity employer.”

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

B. SERVICES, BENEFITS, AND FACILITIES ~~---~~ CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this ~~subparagraph~~ Subparagraph B., ~~"discrimination"~~ Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. 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.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. 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.
- e. Assignment of times or places for the provision of services.

2. Complaint Process ~~---~~ CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S. Department of Health and Human Services' ~~Office for Civil Rights~~ OCR. CONTRACTOR's statement shall advise clients of the following:

- a. In those cases where the client's complaint is filed initially with the ~~Office for Civil Rights (Office)~~ OCR, the ~~Office~~ OCR may proceed to investigate the client's complaint, or the ~~Office~~ OCR may request COUNTY to conduct the investigation.
- b. 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 with the ~~Office for Civil Rights~~ OCR.

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C. PERSONS WITH DISABILITIES ~~§~~ CONTRACTOR agrees to comply with the provisions of ~~Section~~ §504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~USC 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION ~~§~~ Neither CONTRACTOR, 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.

E. 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 may be declared ineligible for further contracts involving federal, state or county funds.

XVII. 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 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 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. ~~Any CONTRACTOR providing services to custody patients shall provide a copy of such written notification to the Sheriff of Orange County.~~

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

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XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or 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 public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XIX. RECORDS MANAGEMENT ~~AND~~ 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 Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. State of California, ~~Department of Alcohol and Drug Programs Reporting System (ASRS) manual.~~

~~3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS) manual.~~

~~4. State of California, Health and Safety Code §123145.~~

~~53. Title 45 Code of Federal Regulations (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 ~~protected health information (PHI)~~ and prevent the intentional or unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA)~~, federal and state regulations and/or ~~COUNTY HIPAA Policies and Procedures (P&P) (COUNTY HIPAA P&P 1-2)~~ CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of ~~protected health information~~ 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.

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

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

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that

clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. ~~Provide~~ Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.

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

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

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

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

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

~~IN~~ CONTRACTOR may be required to retain all records involving litigation proceedings and

settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

~~JO.~~ CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~ requests related to, or arising out of this Agreement within ~~twenty-four (24)~~ forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XX. SEVERABILITY

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

XXI. SPECIAL PROVISIONS

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

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
2. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
3. Making cash payments to intended recipients of services through this Agreement.
4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.
5. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, ~~U.S.C.A., Section~~ USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
6. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the ~~Federal Office of Personnel Management (OPM); OPM~~. The OPM Executive Salary Schedule may be found at www.opm.gov.
7. Fundraising.
8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff or members of the Board of Directors.
9. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or

alcohol.

12. Promoting the legalization of any drug or other substance included in Schedule 1 of ~~Section~~ §202 of the Controlled Substance Act (21 ~~U.S.C.~~ USC 812).

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

14. Assisting, promoting, or deterring union organizing.

15. Severance pay for separating employees.

16. 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.

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

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

2. Funding travel or training (excluding mileage or parking) not approved by ADMINISTRATOR.

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

4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not approved in advance by ADMINISTRATOR.

5. 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.

C. Neither party shall be responsible for delays or failures in performance resulting from acts beyond control of the offending 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 super-imposed after the fact.

XXII. STATUS ~~OF~~ 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 employees and shall not be considered in any manner to

be COUNTY employees.

XXIII. TERM

The term of this Agreement shall commence and 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.

XXIV. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget

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.

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, after receiving a Notice of Termination 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. ~~3~~ 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.

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

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

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

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

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

XXV. 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 hereunder.

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XXVI. WAIVER ~~OF~~ OF DEFAULT ~~OR~~ 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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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
COMMUNITY-BASED ALCOHOL AND DRUG PREVENTION SERVICES

~~BETWEEN~~
~~COUNTY OF ORANGE~~

~~AND~~

WITH

NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY

JULY 1, 2012~~2011~~ THROUGH JUNE 30, 2014~~2012~~

I. BUDGET~~BUDGET~~

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

Substance Abuse Prevention and Treatment (SAPT) Funding:	<u>Period One</u>	<u>Period Two</u>
ADMINISTRATIVE COST		
Salaries	\$ <u>24,410</u> 21,896	\$ <u>24,410</u>
Benefits	<u>3,663</u> 285	<u>3,663</u>
Services and Supplies	<u>6,927</u> 4,268	<u>6,927</u>
SUBTOTAL ADMINISTRATIVE COST	\$ <u>35,000</u> 29,449	\$ <u>35,000</u>
PROGRAM COST		
Salaries	\$ <u>189,908</u> 187,406	\$ <u>189,908</u>
Benefits	<u>36,082</u> 34,011	<u>36,082</u>
Services and Supplies	<u>115,685</u> 77,352	<u>115,685</u>
Subcontracts	<u>12,000</u> 10,457	<u>12,000</u>
SUBTOTAL PROGRAM COST	\$ <u>353,675</u> 309,226	\$ <u>353,675</u>
TOTAL SAPT -COST	\$ <u>388,675</u> 338	\$ <u>388,675</u>

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~~Tobacco Settlement Revenue (TSR) Funding:~~

~~ADMINISTRATIVE COST~~

~~—Salaries~~ ~~\$—3,214~~

~~—Benefits~~ ~~482~~

~~—Services and Supplies~~ ~~—625~~

~~SUBTOTAL ADMINISTRATIVE COST~~ ~~\$—4,321~~

PROGRAM COST

Salaries	\$ 27,509
Benefits	4,992
Services and Supplies	11,635
Subcontracts	1,543
SUBTOTAL PROGRAM COST	\$ 45,679

~~SUBTOTAL TSR COST~~ ~~\$ 50,000~~

~~TOTAL SAPT and TSR Cost~~ ~~\$388,675~~

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

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

D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

~~CFDA Year: 2009~~

CFDA Year: 2011

CFDA No.: 93.959

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

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

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

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

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

II. DEFINITIONS

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

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

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

C. ADEPT Provider Manual: The manual designed by ADEPT to describe the specific services to be performed by alcohol and other drug providers. The ADEPT Provider Manual provides guidance, instructions, goals, objectives, measures, and evaluation components.

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

~~E.~~ D. California Outcome Measurement Service for Prevention (CalOMS Pv): The statewide data collection and outcome measurement system.

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

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

~~H.~~ G. Collaboration: A process of participation through which people, groups, and agencies work toward prevention goals.

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

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

~~K.~~ J. Evaluation Plan: The systematic blueprint detailing all the evaluation aspects of the project.

~~L.~~ K. Goal: A broad statement of what the prevention program aims to accomplish.

~~M.~~ L. Impact Indicator: A measurable variable that can be used to assess progress toward

achievement of the intended outcome (or impact) of a prevention initiative at the overall community or population level.

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

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

~~P~~O. Mass Media Campaign: A vehicle for the delivery of health information and counter advertising to a vast majority of the population in an attempt to change health behavior and improve health outcomes. Mass media includes newspapers and other printed communications, radio, television, billboards and bus ads.

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

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

~~2) an.~~ 2) an. An item designed to be publically displayed to a wide audience (a billboard or banner). In the second type, it is crucial that the item is displayed in a public venue with high traffic, e.g. a popular retail establishment, a public library, or a school campus.

~~R~~Q. Outcome: The measurable changes that occur as a result of a project's overall performance in implementing its planned activities.

~~S~~R. Performance Measure: An activity to be performed in support of prevention initiatives.

~~T~~S. Performance Objective: A statement that specifies the measurable result or outcome of a prevention initiative or activity in reference to a quantitative criterion and a timeframe.

~~U~~T. Program Identity Item: An item used for the purpose of marketing, promoting and creating awareness of a program's campaign, initiative, message or event.

~~V~~U. Responsible Beverage Service (RBS) Training: A prevention strategy designed to promote responsible management policies and service practices in any environment where alcoholic beverages are sold and/or consumed. RBS training is provided to owners, managers, and employees of on-sale and off-sale outlets as well as servers at special events, to reduce the incidence of serving alcohol to minors and intoxicated persons.

V. Social Media: A group of Internet-based communication tools/applications that allow the creation and exchange of user-generated content; social media is media for social interaction. Types of

social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content communities (Youtube), and social networking sites (Facebook).

W. Strategic Prevention Framework (SPF): Substance Abuse and Mental Health Services Administration's (SAMHSA) five-step systematic community-based approach, which aims to ensure that substance abuse prevention programs can and do produce results.

X. Strategy: As the term is used in its application to prevention, it encompasses broad-based approaches or generalized activities to be used in attempts to delay the onset, reduce, or cause the cessation of the use of alcohol among minors and/or the use and abuse of legal and illegal drugs and substances by all members of a given population.

Y. Sustainability: The process through which a prevention system becomes a norm and is integrated into on-going operations. Sustainability is vital to ensuring that prevention values and processes are firmly established, that partnerships are strengthened, and that financial and other resources are secured over the long term.

~~Z. Town Hall Meeting: A meeting of community members at which information regarding an identified alcohol and/or other drug issue is presented and community input related to the issue is solicited; also referred to as community forum, community meeting, or community briefing.~~

~~AA. Training: An instructional process that is intended to impart the knowledge, skills, and competencies required for the performance of a particular job, project, or task. Training is a skill building activity that teaches a person how to do something and carries the expectation that the person will take direct, purposeful action by applying the skills developed.~~

III. ~~PAYMENTS~~ PAYMENTS

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

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

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

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

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

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

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

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

IV. ~~REPORTS~~REPORTS

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

B. Expenditure-Revenue Report – CONTRACTOR shall submit ~~expenditure~~Expenditure and ~~revenue~~Revenue reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall report actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services ~~paragraph~~Paragraph of this Exhibit A to ~~this—the~~ Agreement. These reports are due to ADMINISTRATOR by the fifteenth (15th) calendar day of each month following the end of the month being reported.

C. Projection Report - CONTRACTOR shall submit quarterly ~~projection reports~~Projection Reports

to ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this Exhibit A to this Agreement. These reports are due to ADMINISTRATOR by October 11, ~~2011~~2012, January 11, ~~2012~~2013, and April 11, ~~2012~~2013 for Period One; and by October 11, 2013, January 13, 2014, and April 11, 2014 for Period Two, unless otherwise agreed to in writing by ADMINISTRATOR.

D. Quarterly Progress Report – CONTRACTOR shall submit ~~quarterly progress reports~~ Quarterly Progress Reports to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR, and document progress toward performance objectives and performance measures, project successes, barriers to implementation, staff changes and reasons for staff changes, and plans for the following quarter.

1. ~~These~~ Period One reports ~~are due:~~

a. Quarter 1: July 1, ~~2011~~2012 through September 30, ~~2011~~2012, due October ~~14,~~ ~~2011~~15, 2012;

~~b.~~ ~~Quarter 2:~~ ~~October 1, 2011~~2012 through December 31, ~~2011~~2012, due January ~~20, 2012;~~21, 2013; and

c. Quarter 3: January 1, ~~2012~~2013 through March 31, ~~2012~~2013, due April ~~13, 2012;~~ ~~and~~15, 2013.

2. ~~Period Two~~ Period Two reports:

a. Quarter ~~4: April 1, 2012;~~ July 1, 2013 through ~~June~~September 30, ~~2012~~2013, due ~~July 13, 2012.~~October 14, 2013;

b. Quarter 2: October 1, 2013 through December 31, 2013, due January 20, 2014; and

c. ~~Quarter 3:~~2014 through March 31, 2014, due April 14, 2014.

3. CONTRACTOR shall submit supporting documentation with each quarterly progress report including, but not limited to, tracking measures, materials developed, and evaluation results.

E. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period One by July 31, 2013 and for Period Two by July 31, 2014. Each report shall include an evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the alcohol prevention strategies implemented toward reaching performance objectives and performance measures, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

~~FF.~~ Staffing Report – CONTRACTOR shall submit ~~staffing reports~~ Staffing Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall include actual hours worked by each staff member. These reports shall also identify staff member(s) who have taken Compliance Training in accordance with the Compliance paragraph of this Agreement. These reports are due to ADMINISTRATOR by the fifteenth

(15th) calendar day of each month following the end of the month being reported.

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

~~—G. Year End Report—CONTRACTOR shall submit a year end report to ADMINISTRATOR by July 31, 2012. The report shall include an evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the AOD prevention strategies implemented toward reaching performance objectives and performance measures, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.~~

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

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

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

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

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify due dates set forth in ~~subparagraph IV.~~the Reports Paragraph of this Exhibit A to the Agreement.

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V. ~~SERVICES~~ SERVICES

A. CONTRACTOR shall provide ~~community-based AOD~~ alcohol prevention services in the selected cities, in accordance with, and as defined in the ADEPT Provider Manual provided by ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

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

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

C. CONTRACTOR shall work with adults, businesses, community members, faith-based communities, families, neighborhood groups, schools, youth-serving organizations, law enforcement agencies, municipalities, older adults, parents, youth, and any other interested persons and groups within the cities identified in the ADEPT Provider Manual to reduce underage drinking.

D. Period One Performance Measures – CONTRACTOR shall work to achieve the following seventeen (17) Performance Measures by June 30, 2013, unless otherwise noted:

1. By July 31, 2012, propose and substantiate three (3) new and one (1) alternate city in which to provide underage drinking prevention services.

2. By August 3, 2012, complete a media campaign plan to specify type, timing and placement of media within each of the four (4) originally selected cities.

3. Conduct a mass media campaign on underage drinking prevention within each of the four (4) originally selected cities.

4. By December 31, 2012, provide education to a minimum of one hundred twenty (120) adults within the four (4) originally selected cities, in aggregate, on underage drinking prevention.

5. Provide education to a minimum of one thousand (1,000) youth within the four (4) originally selected cities, in aggregate, on marketing strategies employed by the alcohol industry.

6. Develop a youth educational workshop toolkit on underage drinking prevention.

7. Conduct facilitator trainings with the directors/leaders/administrators of at least three (3) youth serving institutions/organizations within each of the four (4) originally selected cities.

8. By January 11, 2013, train twenty (20) off-sale alcohol outlet owners/managers/clerks in responsible beverage service in the cities of Anaheim and Orange, in aggregate.

9. Train twenty (20) off-sale alcohol outlet owners/managers/clerks in responsible beverage service in the cities of Anaheim and Orange, in aggregate.

10. Implement at least five (5) community prevention activities designed to reduce underage drinking in Anaheim, Orange and/or in the three (3) newly selected cities.

11. Conduct at least two (2) media events that recognize businesses that use evidence-based practices to reduce underage drinking within the four (4) originally selected cities and/or within the three

(3) newly selected cities, in aggregate.

12. By September 7, 2012, complete a media campaign plan to specify type, timing and placement of media within each of the three (3) newly selected cities.

13. Conduct a mass media campaign on underage drinking prevention within each of the three (3) newly selected cities.

14. Provide education to a minimum of fifty-two (52) adults within each of the three (3) newly selected cities on underage drinking prevention.

15. Provide education to a minimum of two hundred (200) youth within each of the three (3) newly selected cities on marketing strategies employed by the alcohol industry.

16. By January 11, 2013, train at least eighteen (18) off-sale alcohol outlet owners/managers/clerks in responsible beverage service within each of the three (3) newly selected cities.

17. Train at least eighteen (18) off-sale alcohol outlet owners/managers/clerks in responsible beverage service within each of the three (3) newly selected cities.

E. Period One Performance Objectives – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~seven (7)~~ thirteen (13) Performance Objectives by June 30, ~~2012~~ 2013, unless otherwise noted:

1. At least ~~thirty~~ fifty percent (~~30~~ 50%) of adults surveyed within each of the four (4) originally selected cities shall report increased awareness of the prevalence of underage drinking among Orange County youth.

2. At least ~~thirty~~ fifty percent (~~30~~ 50%) of adults surveyed within each of the four (4) originally selected cities shall report increased awareness of the adverse consequences of underage drinking.

3. At least ~~thirty~~ fifty percent (~~30~~ 50%) of adults surveyed within each of the four (4) originally selected cities shall report increased support for effective action to reduce underage drinking.

4. ~~At~~ By December 31, 2012, at least seventy-five percent (~~70~~ 75%) of adults educated within each of the four (4) originally selected cities shall report increased ~~support for effective action to reduce youth access to alcohol~~ knowledge of the problem of underage drinking.

5. ~~At~~ By December 31, 2012, at least seventy-five percent (~~70~~ 75%) of ~~youth~~ adults educated within each of the four (4) originally selected cities shall report increased awareness of action steps they can take to prevent underage drinking.

6. At least seventy-five percent (75%) of youth educated within each of the four (4) originally selected cities shall report increased knowledge of the marketing strategies/~~tactics~~ employed by the alcohol industry.

~~6.7.~~ At least eighty-five percent (85%) of off-sale alcohol outlet owners/managers/clerks trained ~~within Anaheim shall achieve a passing score on the~~ in responsible beverage service within the cities of Anaheim and Orange shall achieve a passing score on the post-training exam.

~~7.~~ 8. At least thirty percent (30%) of adults surveyed within each of the three (3) newly

selected cities shall report increased awareness of the prevalence of underage drinking among Orange County youth.

9. At least thirty percent (30%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the adverse consequences of underage drinking.

10. At least seventy-five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased knowledge of the problem of underage drinking.

11. At least seventy-five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased awareness of action steps they can take to prevent underage drinking.

12. At least seventy-five percent (75%) of youth educated within each of the three (3) newly selected cities shall report increased knowledge of the marketing strategies employed by the alcohol industry.

13. At least eighty-five percent (85%) of off-sale alcohol outlet owners/managers/clerks trained in responsible beverage service within each of the new three (3) newly selected city cities shall achieve a passing score on the responsible beverage service post-training exam.

~~—E.~~ F. Period One Supporting Activities – CONTRACTOR shall provide the following supporting activities by June 30, 2013:

1. One hundred fifty-eight (158) community collaborations;
2. Two hundred twenty-four (224) information disseminations;
3. Seventy-two (72) media inputs; and
4. Twenty-two (22) trainings.

G. Period Two Performance Measures – ~~In support of the Performance Objectives identified in subparagraph D. above,~~ CONTRACTOR shall work to achieve the following eleven (11) Performance Measures by June 30, 2014, unless otherwise noted:

~~1. By August 1, 2011.~~ By September 6, 2013, complete a media campaign plan ~~for~~ to specify type, timing and placement of media within each of the ~~four (4)~~ three (3) newly selected cities.

~~2. By June 30, 2012, conduct~~ 2. Conduct a mass media campaign ~~in on~~ underage drinking prevention within each of the ~~four (4)~~ three (3) newly selected cities.

3. Provide education to ~~increase awareness~~ at least two hundred (200) adults within each of the ~~prevalence and adverse consequences of underage drinking and to gain support for effective action to reduce~~ three (3) newly selected cities on underage drinking ~~among Orange County~~ prevention.

4. Provide at least six (6) technical assistance sessions to leaders/directors/administrators of youth-serving institutions/organizations that were trained in FY 2012-2013.

~~3. By January 10, 2012, provide~~ 5. Provide education to a minimum of ~~ten (10)~~ adults within each of the four (4) selected cities on effective strategies to reduce youth access to alcohol.

~~4. By June 30, 2012, provide education to a minimum of thirty five (35) adults within each of~~

~~the four (4) selected cities on effective strategies to reduce~~ three hundred fifty (350) youth ~~access to alcohol.~~

~~5. By June 30, 2012, provide education to a minimum of sixty five (65) youth~~ within each of the ~~four (4)~~ three (3) newly selected cities on marketing strategies/~~tactics~~ employed by the alcohol industry.

6. ~~By June 30, 2012,~~ Conduct facilitator trainings with the directors/leaders/administrators of at least three (3) youth-serving institutions/organizations within each of the ~~four (4)~~ three (3) newly selected cities ~~coordinate one (1) community prevention activity designed to reduce underage drinking.~~

~~7. By January 10, 2014, train at least twenty-five (25) owners/managers/clerks in responsible beverage service within each of the three (3) newly selected cities.~~

~~8. By the end of each quarter in Fiscal Year 11-12, provide~~ Train at least twenty-five (25) owners/managers/clerks in responsible beverage service within each of the three (3) newly selected cities.

9. Submit a report summarizing responsible beverage service training ~~to at least ten (10) off-sale alcohol outlet owners/managers/clerks within Anaheim.~~ conducted over the five-year period (FYs 2009-2014).

10. Implement at least five (5) community prevention activities designed to reduce underage drinking within the three (3) newly selected cities, in aggregate.

11. Conduct at least one (1) media event within each of the three (3) newly selected cities to
~~8. By January 10, 2012 produce two (2) media inputs that~~ recognize businesses that use evidence-based practices to reduce underage drinking.

H. Period Two Performance Objectives – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following six (6) Performance Objectives by June 30, 2014, unless otherwise noted:

1. At least fifty percent (50%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the prevalence of underage drinking among Orange County youth.

2. At least fifty percent (50%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the adverse consequences of underage drinking.

3. At least seventy-five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased knowledge of the problem of underage drinking.

4. At least seventy-five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased awareness of action steps they can take to prevent underage drinking.

5. At least seventy-five percent (75%) of youth educated within each of the three (3) newly selected cities shall report increased knowledge of the marketing strategies employed by the alcohol industry.

~~6. At least eighty-five percent (85%) of~~ ~~9. By June 30, 2012, produce two (2) media inputs that recognize businesses that use evidence-based practices to reduce underage drinking.~~

~~10. By January 10, 2012, provide responsible beverage service training to at least twenty (20) off-sale alcohol outlet owners/managers/clerks within a new selected city.~~

~~11. By June 30, 2012, provide responsible beverage service training to at least twenty (20) off-sale alcohol outlet owners/managers/clerks within a new selected city~~ trained in responsible beverage service within each of the three (3) newly selected cities shall achieve a passing score on the post-training exam.

~~F. By June 30, 2012,~~ I. Period Two Supporting Activities – CONTRACTOR shall provide the following supporting activities by June 30, 2014:

~~a. One hundred (100)~~ 1. Eighty-seven (87) community collaborations;

~~b2. One hundred thirty two (132)~~ eleven (111) information disseminations;

3. Thirty-three (33) ~~e. Forty (40) media inputs; and~~

~~d. Eight (8)~~ Fifteen (15) trainings.

~~GJ. Impact Indicators~~ – For purposes of tracking the long-term impact of the prevention projects implemented in the original and newly selected ~~—~~ cities as identified in ~~Section V. Subparagraphs D. and V.E. through I.~~ above, CONTRACTOR shall obtain data as reported in the Orange County – California Healthy Kids Survey, district level data for school year 2011-2012, on the following impact indicators and include this data in ~~the~~ each Fourth Quarter/Year-End Report:

1. Perceived difficulty of obtaining alcohol, grades 9 and 11; and

2. Prevalence of current alcohol use (past 30 days), grades 9 and 11.

~~HK.~~ CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the due dates and quantities identified within the performance measures, performance objectives, and performance measures ~~supporting activities~~ described in ~~subparagraphs~~ Subparagraphs D. and E. through I. above.

~~IL.~~ Action Plan – CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary Action Plan by July ~~29, 2011~~ 31, 2012 and a final Action Plan by August ~~19, 2011. The~~ 17, 2012; and for Period Two, a preliminary Action Plan by July 31, 2013 and a final Action Plan by August 16, 2013. Each Action Plan shall clearly describe the activities to be implemented to achieve the performance objectives and performance measures. CONTRACTOR shall identify evaluation tools to be developed, evaluation timelines, and the steps necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR. CONTRACTOR may modify ~~the~~ each Action Plan with ADMINISTRATOR's prior written approval.

~~JM.~~ Evaluation - CONTRACTOR shall conduct a systematic and comprehensive evaluation each Period to determine levels of effectiveness and success in accomplishing supporting activities and campaigns, and in achieving the performance objectives and performance measures described in ~~subparagraph~~ Subparagraphs D., E., G., and E.H. above.

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

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

- a. ~~the~~The proposed evaluator, including qualifications;
- b. ~~how~~How staff time will be tracked, if program staff are to be used for the evaluation;
- c. ~~the~~The method(s) to be used for evaluating the outcomes achieved for each performance objective and performance measure;
- d. ~~how~~How data will be collected, including the number and characteristics of participants from whom data will be collected (sampling methods) and a description of the data-collection instruments;
- e. ~~how~~How the evaluation process is to be conceptually and procedurally integrated within the services provided under this Agreement;
- f. ~~how~~How the evaluation results will be used to make recommendations for improving prevention efforts related to each performance objective and performance measure; and
- g. ~~how~~How archival data for assessing the specified long-term impact indicator will be secured and reported.

3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan to ADMINISTRATOR by July ~~29, 2011~~31, 2012, and a final Evaluation Plan by August ~~19, 2011~~17, 2012; and for Period Two, a preliminary Evaluation Plan by July 31, 2013 and a final Evaluation Plan by August 16, 2013.

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

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

~~K.N.~~ Meetings

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

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

3. Quarterly Provider Meeting - At a minimum, CONTRACTOR's Program Director ~~or~~ ~~Program Manager~~ shall attend each of the four (4) quarterly provider meetings per Period held by ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for quarterly provider meetings shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least

one (1) month in advance of each meeting. ADMINISTRATOR may approve a substitution for the Program Director ~~or Program Manager~~ in the event ~~one or both of them are~~ he/she is unable to attend.

~~—L~~ O. Social Media: If project-related social media is to be used, CONTRACTOR shall develop necessary policies and procedures and keep them on file.

P. Required Approvals

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

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

3. CONTRACTOR shall request required approvals on a form provided by ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond to the request. CONTRACTOR understands that requests must be in support of the performance objectives and performance measures identified in ~~subparagraphs~~ Subparagraphs D. ~~and E.~~ through I. of this Exhibit A, and are subject to county, state and federal funding guidelines and regulations.

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

~~N~~R. Patents and Copyright Material

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

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

3. CONTRACTOR agrees and does hereby grant to COUNTY for all purposes a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative works, to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of

any work, data or material in any manner, which is created, produced, developed, or delivered as part of this Agreement, but which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall have authority to grant such license to others.

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

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

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

~~OS.~~ ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and may request a plan of corrective action. Corrective action plans may address, but are not limited to performance outcomes, preventative strategies, and/or action plans. CONTRACTOR shall submit a written plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR. CONTRACTOR may request in advance and in writing, an extension to the due date for a corrective action plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

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

VI. STAFFING

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

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

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

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

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

4. No person shall be on parole or probation.

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

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

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

F. CONTRACTOR shall submit the resume of each program staff member to ADMINISTRATOR within thirty (30) calendar days of hire or assignment to provide services pursuant to this Agreement.

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

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SAPT	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF	<u>FTEs</u>	
Accountant Chief Executive Officer	0. 10 <u>13</u>	<u>0.10</u>
Executive Assistant Chief Financial Officer	0. 15 <u>04</u>	<u>0.15</u>
Executive Director Assistant	0. 05 <u>09</u>	<u>0.05</u>
ADMINISTRATIVE SUBTOTAL FTEs	0. 30 <u>26</u>	<u>0.30</u>
PROGRAM STAFF		
Program Director Health Educator	0.60 2.44	<u>0.60</u>
Health Educator Program Director	3.70 0.52	<u>3.70</u>
Program Assistant PROGRAM SUBTOTAL	4.30 0.17	<u>4.30</u>
<u>FTEs</u>		
Program Manager	<u>0.87</u>	
PROGRAM SUBTOTAL <u>TOTAL</u> FTEs	4. 60 <u>00</u>	<u>4.60</u>
SUBTOTAL SAPT FTEs		<u>4.26</u>
TSR		
Administrative Staff		
Accountant		<u>0.02</u>
Executive Assistant		<u>0.01</u>
Executive Director		<u>0.01</u>
ADMINISTRATIVE SUBTOTAL FTEs		<u>0.04</u>
PROGRAM STAFF		
Administrative Assistant		<u>0.03</u>
Health Educator		<u>0.36</u>
Project Director		<u>0.08</u>
Program Manager		<u>0.13</u>
PROGRAM SUBTOTAL FTEs		<u>0.60</u>
SUBTOTAL TSR FTEs		<u>0.64</u>
TOTAL SAPT and TSR FTEs		<u>4.90</u>

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