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REFERENCED CONTRACT PROVISIONS

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Term: July 1, 2018 through June 30, 2019

Maximum Obligation: \$682,500

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 126735729

CONTRACTOR TAX ID Number: 95-3167866

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Waymakers
Attention: Ronnetta Johnson
1221 E. Dyer Road, Suite 120
Santa Ana, CA 92705
rjohnson@waymakersoc.org

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I. ACRONYMS

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

1		
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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADL	Activities of Daily Living
10	G. ADP	Alcohol and Drug Program
11	H. AES	Advanced Encryption Standard
12	I. AFLP	Adolescent Family Life Program
13	J. AIDS	Acquired Immune Deficiency Syndrome
14	K. AIM	Access for Infants and Mothers
15	L. AMHS	Adult Mental Health Services
16	M. ARRA	American Recovery and Reinvestment Act of 2009
17	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	O. ASI	Addiction Severity Index
19	P. ASIST	Applied Suicide Intervention Skills Training
20	Q. ASO	Administrative Services Organization
21	R. ASRS	Alcohol and Drug Programs Reporting System
22	S. BBS	Board of Behavioral Sciences
23	T. BCP	Business Continuity Plan
24	U. BH	Base Hospital
25	V. BHS	Behavioral Health Services
26	W. CalOMS	California Outcomes Measurement System
27	X. CalWORKs	California Work Opportunity and Responsibility for Kids
28	Y. CAP	Corrective Action Plan
29	Z. CAT	Centralized Assessment Team
30	AA. CCC	California Civil Code
31	AB. CCLD	(California) Community Care Licensing Division
32	AC. CCR	California Code of Regulations
33	AD. CDCR	California Department of Corrections and Rehabilitation
34	AE. CDSS	California Department of Social Services
35	AF. CERC	Children's Emergency Receiving Center
36	AG. CESI	Client Evaluation of Self at Intake
37	AH. CEST	Client Evaluation of Self and Treatment

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

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

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

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

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

//

1 f. Methodology for detecting and correcting offenses.

2 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

34 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
35 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
36 health care items or services or who perform billing or coding functions on behalf of
37 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem

1 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
2 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
3 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
4 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
5 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
6 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
7 procedures if CONTRACTOR has elected to use its own).

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

9 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
10 federal and state health care programs; or

11 b. has been convicted of a criminal offense related to the provision of health care items or
12 services and has not been reinstated in the federal and state health care programs after a period of
13 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

34 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
36 screened. Such individual or entity shall be immediately removed from participating in any activity
37 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or

1 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
2 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
3 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

32 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

33 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
34 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
35 and are consistent with federal, state and county laws and regulations. This includes compliance with
36 federal and state health care program regulations and procedures or instructions otherwise

37 //

1 consistent with prudent business practice, which costs and allocations shall be supported by source
2 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
3 reasonable notice.

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

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

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

15 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
16 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
17 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

23 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
24 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
25 shall document that costs are reasonable and allowable and directly or indirectly related to the services
26 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
27 any.

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

37 //

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

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

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

14
15 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
16 supporting documentation prepared by _____ for the cost report period
17 beginning _____ and ending _____ and that, to the best of my
18 knowledge and belief, costs reimbursed through this Agreement are reasonable and
19 allowable and directly or indirectly related to the services provided and that this Cost
20 Report is a true, correct, and complete statement from the books and records of
21 (provider name) in accordance with applicable instructions, except as noted. I also
22 hereby certify that I have the authority to execute the accompanying Cost Report.
23

24 Signed _____
25 Name _____
26 Title _____
27 Date _____"

28
29 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

37 //

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

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

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

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

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

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

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

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

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

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

4 5 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15 16 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

19
20 **X. EXPENDITURE AND REVENUE REPORT**

21 A. No later than sixty (60) calendar days following termination of this Agreement,
22 CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure
23 Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance
24 with the procedure that is provided by ADMINISTRATOR and GAAP.

25 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term
26 of this Agreement.

27
28 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

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35 //
36 //
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XII. INDEMNIFICATION AND INSURANCE

1
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
5 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
6 including but not limited to personal injury or property damage, arising from or related to the services,
7 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
8 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
9 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
10 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
11 request a jury apportionment.

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

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

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

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

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

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

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

10 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
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1 H. REQUIRED COVERAGE FORMS

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

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

6 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

34 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
35 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
36 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
37 //

1 constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this
2 Agreement by COUNTY.

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

6 Q. SUBMISSION OF INSURANCE DOCUMENTS

7 1. The COI and endorsements shall be provided to COUNTY as follows:

- 8 a. Prior to the start date of this Agreement.
- 9 b. No later than the expiration date for each policy.
- 10 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
11 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

25 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
26 CONTRACTOR’s monthly invoice.

27 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
28 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
29 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
30

31 **XIII. INSPECTIONS AND AUDITS**

32 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
33 of the State of California, the Secretary of the United States Department of Health and Human Services,
34 the Comptroller General of the United States, or any other of their authorized representatives, shall have
35 access to any books, documents, and records, including but not limited to, financial statements, general
36 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
37 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an

1 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
2 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
3 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
4 premises in which they are provided.

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

9 C. AUDIT RESPONSE

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

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

22 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file
23 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
24 may be required during the term of this Agreement.

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

29
30 **XIV. LICENSES AND LAWS**

31 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
32 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
33 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
34 required by the laws, regulations and requirements of the United States, the State of California,
35 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
36 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
37 //

1 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
2 and exemptions. Said inability shall be cause for termination of this Agreement.

3 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

24
25 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

35 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
36 available social media sites) in support of the services described within this Agreement,
37 CONTRACTOR shall develop social media policies and procedures and have them available to

1 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
2 forms of social media used to either directly or indirectly support the services described within this
3 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
4 they pertain to any social media developed in support of the services described within this Agreement.
5 CONTRACTOR shall also include any required funding statement information on social media when
6 required by ADMINISTRATOR.

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

9
10 **XVI. MAXIMUM OBLIGATION**

11 The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is
12 as specified in the Referenced Contract Provisions of this Agreement.

13
14 **XVII. MINIMUM WAGE LAWS**

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

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

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

29
30 **XVIII. NONDISCRIMINATION**

31 **A. EMPLOYMENT**

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

1 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
 2 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 3 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 4 orientation, or military and veteran status.

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

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

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

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

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

26 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 27 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 28 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
 29 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
 30 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
 31 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
 32 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
 33 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
 34 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
 35 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
 36 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
 37 //

1 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
2 or more of the factors identified above:

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

12 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
13 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all
14 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
15 ADMINISTRATOR.

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

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

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

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

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

XIX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

9
10 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

18
19 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

20 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
21 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
22 accordance with this Agreement and all applicable requirements.

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

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

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

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

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

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

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

4
5 **XXIII. RESEARCH AND PUBLICATION**

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

9
10 **XXIV. SEVERABILITY**

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

16
17 **XXV. SPECIAL PROVISIONS**

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

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

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

- 3 1. Funding travel or training (excluding mileage or parking).
- 4 2. Making phone calls outside of the local area unless documented to be directly for the
5 purpose of client care.
- 6 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 7 4. Purchase of artwork or other items that are for decorative purposes and do not directly
8 contribute to the quality of services to be provided pursuant to this Agreement.

9
10 **XXVI. STATUS OF CONTRACTOR**

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

22
23 **XXVII. TERM**

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

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

32
33 **XXVIII. TERMINATION**

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

36 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
37 five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this

1 Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty
2 (30) calendar days for corrective action.

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

5 1. The loss by CONTRACTOR of legal capacity.

6 2. Cessation of services.

7 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
8 another entity without the prior written consent of COUNTY.

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

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

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

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

19 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

22
23 **XXIX. THIRD PARTY BENEFICIARY**

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

27
28 **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

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

3
4 WAYMAKERS

5
6
7 DocuSigned by:
8 BY: Ronnetta Johnson DATED: 3/21/2018
9 E48B678824EE46C...

10 TITLE: Executive Director

11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

27
28 DocuSigned by:
29 BY: Eric Divine DATED: Deputy County Counsel
30 DEPUTY
31 C1E3086C1E6D4FD...

32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 COMMUNITY-BASED ALCOHOL AND/OR IMPAIRED DRIVING AND PRESCRIPTION DRUG
 PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 WAYMAKERS
 JULY 1, 2018 THROUGH JUNE 30, 2019

I. 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.

	<u>Impaired Driving</u>	<u>Prescription Drug Abuse</u>	<u>Total</u>
ADMINISTRATIVE COST			
Indirect Costs	\$ 29,422	\$ 28,551	\$ 57,973
SUBTOTAL ADMINISTRATIVE COST	\$ 29,422	\$ 28,551	\$ 57,973
PROGRAM COST			
Salaries	\$195,812	\$179,448	\$375,260
Benefits	45,146	46,839	91,985
Services and Supplies	63,820	57,262	121,082
Subcontracts	<u>15,800</u>	<u>20,400</u>	<u>36,200</u>
SUBTOTAL PROGRAM COST	\$320,578	\$303,949	\$624,527
TOTAL COST	\$350,000	\$332,500	\$682,500

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative

1 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual
2 impact of the shift as may be applicable to the current contract period and/or future contract periods.
3 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
4 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
5 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
6 may result in disallowance of those costs.

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

9 D. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

12
13 CFDA Year: 2015
14 CFDA No.: 93.959
15 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)
16 Federal Agency: Department of Health and Human Services/ Substance Abuse and
17 Mental Health Services Administration
18 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract
19

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

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

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

27
28 **II. DEFINITIONS**

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

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

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

34 C. ADEPT: A County of Orange Health Care Agency team reporting to the Health Promotion
35 Division of Public Health.

36 //
37 //

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

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

11 F. Collaboration: A process of participation through which people, groups, and agencies work
 12 toward prevention goals.

13 G. DHCS: The single state agency responsible for administering and coordinating the State's
 14 efforts in substance use disorders.

15 H. DUI Checkpoint: An operation of law enforcement agencies that involves stopping every "nth"
 16 vehicle on a public roadway and investigating the possibility that the driver might be driving under the
 17 influence (DUI) of alcohol and/or other drugs and too impaired to drive; also referred to as a sobriety
 18 checkpoint.

19 I. Educational Workshop: A prevention activity involving the Presentation of information on
 20 substance abuse issues with an emphasis on interaction and the exchange of information among
 21 participants.

22 J. Evaluation: Systematic collection, analysis, and use of program information for multiple
 23 purposes, including monitoring, program improvement, outcome assessment, and planning.

24 K. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.

25 L. Goal: A broad statement of what the program aims to accomplish.

26 M. High-Risk Alcohol Establishment: A retail alcohol establishment that endangers the public
 27 health, safety, or well-being of the community and resists cooperation with state or local authorities or
 28 community groups in addressing high-risk practices or community complaints.

29 N. Impaired Driving: The behavior of operating a vehicle while under the influence of alcohol
 30 and/or other drugs.

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

34 P. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of
 35 prevention services adopted by the IOM, where prevention programs are organized along a targeted
 36 audience continuum, and prevention intervention is based on a combination of Risk and Protective
 37 Factors associated with substance abuse. This continuum is divided into prevention, treatment, and

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

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

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

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

10 R. On-sale Alcohol Establishment: An establishment licensed to sell alcohol for consumption on
11 premise. Examples of on-sale alcohol establishments include bars and restaurants.

12 S. Outcome: Measurable change that occurs as a result of a program's overall performance in
13 implementing its planned Activities.

14 T. Outcome Objective: A statement that specifies the measurable result or direct impact of a
15 program or Activity in reference to a quantitative criterion and a timeframe.

16 U. Presentation: A one-way communication Activity in which information is provided to a group
17 of individuals, generally in an effort to inform the audience members about an issue and/or encourage
18 them to do something specific.

19 V. Primary Prevention Substance Use Disorder Data Service (PPSDS): The State Department of
20 Health Care Services data collection and outcome measurement system.

21 W. Process Objective: Operational activities and tasks that support success of the Outcome.

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

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

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

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

36 AB. Strategy: A method, approach, or activity chosen to bring about a desired prevention Outcome.

37 //

1 AC. Sustainability: The process through which a prevention system becomes a norm and is
2 integrated into on-going operations.

3 AD. TA: Services provided by staff intended to provide guidance to prevention programs,
4 community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention
5 activities.

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

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

14 **III. PAYMENTS**

15
16 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing
17 services described hereunder, less revenues which are actually received by CONTRACTOR. All
18 payments are interim payments only and are subject to Final Settlement in accordance with the Cost
19 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost
20 of providing the services; hereunder provided, however, the total of such payments does not exceed
21 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are
22 reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its
23 discretion, pay supplemental billings for any month for which the interim payment amount specified
24 above has not been fully paid.

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

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

36 B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide
37 such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar

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

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

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

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

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

13
14 **IV. REPORTS**

15 **A. EXPENDITURE-REVENUE REPORTS**

16 CONTRACTOR shall submit Expenditure and Revenue reports to ADMINISTRATOR in support of the
17 monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and
18 shall report actual costs and revenues for each of the CONTRACTOR’s program(s) or cost center(s)
19 described in the Services Paragraph of this Exhibit A to the Agreement. These reports are due to
20 ADMINISTRATOR by the fifteenth (15th) calendar day of each month following the end of the month
21 being reported.

22 **B. PROJECTION REPORTS**

23 CONTRACTOR shall submit quarterly Projection Reports to ADMINISTRATOR. These reports shall
24 be on a form approved or provided by ADMINISTRATOR and shall include actual costs and
25 anticipated year-end costs for each of the CONTRACTOR’s program(s) or cost center(s) described in
26 the Services Paragraph of this Exhibit A to the Agreement. These reports are due to
27 ADMINISTRATOR by the fifteenth (15th) calendar day of each month following the end of the month
28 being reported.

29 **C. QUARTERLY PROGRESS REPORTS**

30 CONTRACTOR shall submit quarterly Progress Reports to ADMINISTRATOR. These reports shall be
31 in a format provided by ADMINISTRATOR, and document progress toward Outcome Objectives and
32 Process Objectives, project successes, barriers to implementation, staff changes and reasons for staff
33 changes, and plans for the following quarter. CONTRACTOR shall submit supporting documentation
34 with each Quarterly Progress Report including, but not limited to, tracking measures, materials
35 developed, and Evaluation results. Quarterly Reports are due on the following dates:

36 //
37 //

1 Quarter 1: July 1, 2018 through September 30, 2018, due October 15, 2018

2 Quarter 2: October 1, 2018 through December 31, 2018, due January 15, 2019

3 Quarter 3: January 1, 2019 through March 31, 2019, due April 15, 2019

4 D. FOURTH QUARTER/YEAR-END REPORTS

5 CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR by July 31,
6 2019. The report shall include an Evaluation section which shall contain, but not be limited to, an
7 analysis of the effectiveness of the AOD prevention strategies implemented toward reaching Outcome
8 and Process Objectives, a discussion of successes, barriers encountered, and recommendations for future
9 projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

10 E. STAFFING REPORTS

11 CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in support of the monthly
12 invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall
13 include actual hours worked by each staff member. These reports shall also identify staff member(s)
14 who have taken Compliance Training in accordance with the Compliance Paragraph of the Agreement.
15 These reports are due to ADMINISTRATOR by the fifteenth (15th) calendar day of each month
16 following the end of the month being reported.

17 F. ADDITIONAL REPORTS

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

22 G. PRIMARY PREVENTION SUBSTANCE USE DISORDER DATA SERVICE (PPSDS)

23 CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the
24 California Department of Health Care Services (DHCS), Substance Use Disorder Program, Policy and
25 Fiscal Division, Policy and Prevention Branch. CONTRACTOR shall comply with PPSDS
26 requirements and report on the service populations as defined in the IOM model. ADMINISTRATOR
27 shall make trainings and technical assistance available for completing reports throughout the term of this
28 Agreement.

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

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

36 J. CONTRACTOR shall not use reports produced as the result of these services, or data obtained
37 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.

1 All reports shall indicate that the County of Orange Health Care Agency - Alcohol and Drug Education
2 and Prevention Team funds CONTRACTOR’s services.

3 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
4 Reports Paragraph of this Exhibit A to the Agreement.

5
6 **V. SERVICES**

7 A. CONTRACTOR shall provide alcohol and other drug prevention services in the selected cities
8 and communities of Orange County, in accordance with, and as defined in the ADEPT Provider Manual
9 furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

- 10 1. Support of COUNTY’s prevention plan and Goals;
- 11 2. Alignment with the SPF process; and
- 12 3. Alignment with CSAP prevention strategies.

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

16 C. CONTRACTOR shall work with adults, businesses, community members, faith-based
17 communities, families, alcohol establishments, neighborhood groups, schools, youth-serving
18 organizations, law enforcement agencies, municipalities, parents, youth, and any other interested
19 persons and groups within the identified cities and communities to reduce alcohol and other drug
20 impaired driving and prescription drug abuse.

21 D. Outcome Objectives for Community-Based Impaired Driving Prevention - CONTRACTOR
22 shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the
23 following three (3) Outcome Objectives within each of the six (6) selected cities by June 30, 2019:

- 24 1. Participants shall increase their knowledge about the risks of impaired driving by ten
25 percent (10%) as measured by pre-post tests.
- 26 2. Participants shall increase their perception of the likelihood that an alcohol and/or other
27 drug impaired driver will be stopped by law enforcement by ten percent (10%) as measured by pre-post
28 tests.
- 29 3. Participants shall increase confidence to implement responsible social hosting skills by ten
30 percent (10%) as measured by pre-post tests.

31 E. Process Objectives for Community-Based Impaired Driving Prevention - CONTRACTOR shall
32 work to achieve the following twelve (12) Process Objectives within each of the six (6) selected cities,
33 by June 30, 2019, unless otherwise noted:

- 34 1. At least one hundred fifty (150) adults between the ages of 18-35 years in each of the five
35 originally identified cities shall participate in an impaired driving prevention educational workshop.
- 36 2. At least ninety-five (95) adults over the age of 35 in each of the five originally identified
37 cities shall participate in an impaired driving prevention educational workshop.

1 3. At least sixty (60) adults between the ages of 18-35 years in a newly identified city shall
2 participate in an impaired driving prevention educational workshop.

3 4. At least sixty-five (65) adults over the age of 35 in a newly identified city shall participate
4 in an impaired driving prevention educational workshop.

5 5. Provide responsible beverage service training to at least forty (40) persons who serve
6 alcoholic beverages from a minimum of twelve (12) different on-sale alcohol establishments within each
7 of the six (6) identified cities.

8 6. Provide responsible beverage service training to at least ten (10) managers/owners from a
9 minimum of five (5) on-sale alcohol establishments within each of the six (6) identified cities.

10 7. Provide technical assistance on sustaining responsible beverage service practices to
11 previously trained managers/owners of at least twelve (12) on-sale alcohol establishments within each of
12 the six (6) identified cities.

13 8. Provide responsible beverage service training to at least twenty (20) persons who serve
14 alcoholic beverages from a minimum of eight (8) on-sale alcohol establishments that have been
15 identified based on community need within each of the six (6) identified cities.

16 9. Provide technical assistance on sustaining responsible beverage service practices to
17 previously trained managers/owners of at least five (5) on-sale alcohol establishments that have been
18 identified based on community need within each of the six (6) identified cities.

19 10. In partnership with the community, recognize at least six (6) community agencies,
20 businesses, law enforcement agencies and/or community stakeholders that support the prevention of
21 impaired driving within the six (6) identified cities.

22 11. Participate in a minimum of eighteen (18) DUI enforcement operations within the six (6)
23 identified cities.

24 12. Provide technical assistance on strategies to reduce alcohol and/or other drug impaired
25 driving to at least six (6) community members within the six (6) identified cities.

26 F. Supporting Activities for Community-Based Impaired Driving Prevention – CONTRACTOR
27 shall provide the following supporting activities by June 30, 2019:

- 28 1. Two hundred twenty-two (222) community collaborations;
- 29 2. Three hundred eighteen (318) information disseminations;
- 30 3. Six (6) media inputs; and
- 31 4. Seventy-two (72) trainings.

32 G. Outcome Objectives for Prescription Drug Abuse Prevention – CONTRACTOR shall complete
33 the detailed activities specified in the ADEPT Provider Manual and work to achieve the following six
34 (6) Outcome Objectives in the communities of each of the two (2) identified school districts by June 30,
35 2019, unless otherwise noted:

36 1. Adult/parent participants shall increase their willingness to take action to prevent
37 prescription drug abuse by ten percent (10%) as measured by pre-post tests.

1 2. At least seventy-five percent (75%) of adults/parents who complete a prevention
2 intervention follow-up survey shall report taking action to prevent prescription drug abuse.

3 3. Youth participants shall increase knowledge of the negative consequences of prescription
4 drug abuse by ten percent (10%) as measured by pre-post tests.

5 4. Youth participants shall increase confidence in their ability to use refusal/resistance skills in
6 regard to prescription drug abuse by at least ten percent (10%) as measured by pre-post tests.

7 5. School staff participants shall increase their willingness to apply youth development
8 principles in their work with youth by ten percent (10%) as measured by pre-post tests.

9 6. Community leader participants shall increase their willingness to apply youth development
10 principles in their work with youth by ten percent (10%) as measured by pre-post tests.

11 H. Process Objectives for Prescription Drug Abuse Prevention – CONTRACTOR shall work to
12 achieve the following twenty (20) Process Objectives in the communities of each of the two (2)
13 identified school districts by June 30, 2019, unless otherwise noted:

14 1. By February 28, 2019, a minimum of twenty (20) parents of high school youth shall
15 participate in a prescription drug abuse prevention intervention.

16 2. By February 28, 2019, a minimum of twenty (20) of middle school youth shall participate
17 in a prescription drug abuse prevention intervention.

18 3. By February 28, 2019, a minimum of twenty-five (25) adults from surrounding
19 communities of the school district shall participate in a prescription drug abuse prevention intervention.

20 4. By February 28, 2019, a minimum of ten (10) parents of youth who are at higher risk for
21 substance abuse shall participate in a prescription drug abuse prevention intervention.

22 5. A minimum of forty-five (45) parents of high school youth shall participate in a
23 prescription drug abuse prevention intervention.

24 6. A minimum of forty-five (45) parents of middle school youth shall participate in a
25 prescription drug abuse prevention intervention.

26 7. A minimum of forty (40) adults from surrounding communities of the school district shall
27 participate in a prescription drug abuse prevention intervention.

28 8. A minimum of ten (10) parents of youth who are at higher risk for substance abuse shall
29 participate in a prescription drug abuse prevention intervention.

30 9. Conduct a follow-up assessment with at least fifty percent (50%) of adults/parents who
31 received a prescription drug abuse prevention intervention.

32 10. A minimum of five hundred and eighty (580) middle school youth shall participate in a
33 prescription drug abuse prevention educational workshop.

34 11. A minimum of three hundred and forty (340) high school youth shall participate in a
35 prescription drug abuse prevention educational workshop.

36 12. A minimum of eighty (80) youth who are at a higher risk for substance abuse shall
37 participate in a prescription drug abuse prevention educational workshop.

1 13. A minimum of forty-five (45) middle school staff shall participate in a workshop on the
2 application of youth development principles.

3 14. A minimum of forty-five (45) high school staff shall participate in a workshop on the
4 application of youth development principles.

5 15. A minimum of thirty-five (35) school staff who work with high-risk youth shall participate
6 in workshop on the application of youth development principles.

7 16. A minimum of thirty-five (35) community youth leaders shall participate in a workshop on
8 the application of youth development principles.

9 17. Collaborate with a minimum of two (2) schools and/or youth serving organizations to
10 develop a plan to sustain youth development practices.

11 18. Provide technical assistance to at least two (2) schools and/or youth-serving organizations
12 within the communities of the school districts that developed a sustainability plan in FYs 2016-17 or
13 2017-18.

14 19. Outreach to fourteen (14) healthcare sites on actions they can take to reduce illegal access
15 to prescription drugs.

16 20. Coordinate at least six (6) youth-led community prevention activities designed to reduce
17 access to prescription drugs.

18 I. Supporting Activities for Prescription Drug Abuse Prevention – CONTRACTOR shall provide
19 the following supporting activities by June 30, 2019:

- 20 1. Eighteen (18) media inputs
- 21 2. One hundred twenty-four (124) community collaborations;
- 22 3. One hundred four (104) information disseminations; and
- 23 4. Ten (10) trainings

24 J. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
25 quantities and due dates identified within the Outcome objectives, Process objectives, and supporting
26 activities described in Subparagraphs D. through I. above.

27 K. Action Plan - CONTRACTOR shall submit to ADMINISTRATOR a preliminary Action Plan
28 for each project by August 1, 2018 and a final Action Plan by August 15, 2018. Each Action Plan shall
29 clearly describe the activities to be implemented to achieve the Outcome Objectives and Process
30 Objectives. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and
31 the steps necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format
32 provided by ADMINISTRATOR. CONTRACTOR may modify each Action Plan with
33 ADMINISTRATOR’s prior written approval.

34 L. Evaluation – CONTRACTOR shall conduct a systematic and comprehensive Evaluation to
35 determine levels of effectiveness and success in accomplishing supporting activities, and in achieving
36 Outcome Objectives and Process Objectives.

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1 1. CONTRACTOR shall participate and ensure that their project evaluator participates in an
2 Evaluation Planning meeting with ADMINISTRATOR prior to submitting an Evaluation Plan.

3 2. CONTRACTOR shall submit to ADMINISTRATOR detailed and thorough Evaluation
4 Plans that identify at a minimum:

5 a. The proposed evaluator, including qualifications;

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

7 c. The method(s) to be used for tracking and evaluating each Outcome objective and
8 Process Objective;

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

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

14 f. How the Evaluation results will be used to make recommendations for improving
15 prevention efforts related to each Outcome Objective and Process Objective.

16 3. CONTRACTOR shall submit a preliminary Evaluation Plan for each project to
17 ADMINISTRATOR by August 1, 2018, and a final Evaluation Plan by August 15, 2018.

18 4. CONTRACTOR’s Evaluation Plans must be approved, in writing, by ADMINISTRATOR
19 prior to implementation of Evaluation efforts. CONTRACTOR shall obtain written consent of
20 ADMINISTRATOR prior to modifying each Evaluation Plan.

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

23 M. Meetings

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

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

30 3. Quarterly Provider Meetings – At a minimum, CONTRACTOR’s Program Director or
31 Program Supervisor shall attend each of the four (4) quarterly provider meetings held by
32 ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for quarterly provider
33 meetings shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least
34 one (1) month in advance of each meeting. ADMINISTRATOR may approve a substitution for the
35 Program Director or Program Supervisor in the event one or both of them are unable to attend.

36 N. Social Media – If project-related Social Media is to be used, CONTRACTOR shall develop
37 necessary policies and procedures and keep them on file.

1 O. Required Approvals

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

5 2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the
6 purchase of Program Identity Items.

7 3. CONTRACTOR shall request required approvals on a form approved or provided by
8 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
9 to the request. CONTRACTOR understands that requests must be in support of the Outcome Objectives
10 and Process Objectives identified in Subparagraphs V.D. through V.O. of this Exhibit A to the
11 Agreement. Approvals of requests are subject to county, state and federal funding guidelines and
12 regulations.

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

19 Q. Patents and Copyright Material

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

23 2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United
24 States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or delivered
25 as part of this Agreement, whether or not published, which can be considered "works made for hire" per
26 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that
27 the copyright to any and all such works made for hire under this Agreement, whether published or
28 unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A.,
29 Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to
30 use, reproduce, and disseminate all such material.

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

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

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

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

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

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

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

26
27 **VI. STAFFING**

28 A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and
29 maintaining administrative and program staff who have the requisite qualifications and experience to
30 provide alcohol and other drug prevention services under this Agreement.

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

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

36 2. No person, within the preceding two (2) years, shall have been found guilty of any crime
37 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 the 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 Equivalent (FTEs), which shall be equal to an average of forty (40) hours of work per week:

	<u>Impaired Driving</u>	<u>Prescription Drug</u>	<u>Total</u>
	<u>FTEs</u>	<u>Abuse FTEs</u>	<u>FTEs</u>
PROGRAM STAFF			
Program Director	0.420	0.443	0.863
Assistant Director	0.420	0.443	0.863
Health Educator	<u>3.00</u>	<u>2.50</u>	<u>5.50</u>
SUBTOTAL PROGRAM FTEs	3.840	3.386	7.226
TOTAL FTEs	3.840	3.386	7.226

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1 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 staffing set forth in Subparagraph G., above.

3 I. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)
4 business days following the termination, resignation, or notice of resignation of any employee. The
5 report shall include the employee’s name, position title, date of resignation, and a description of the
6 recruitment activity to replace the employee.

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

10 K. Requests for exceptions to staffing requirements set forth in Subparagraph G. above must be
11 submitted to ADMINISTRATOR in writing and must specify the benefit to the program.
12 CONTRACTOR must obtain ADMINISTRATOR approval prior to assignment of the program staff to
13 perform services pursuant to this Agreement.

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

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