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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2016~~2018 through June 30, ~~2018~~2019

~~Period One means the period from July 1, 2016 through June 30, 2017~~

~~Period Two means the period from July 1, 2017 through June 30, 2018~~

Maximum Obligation:—

~~— Period One Maximum Obligation: — \$ 350~~ \$315,000

~~— Period Two Maximum Obligation: — 350,000~~

~~— TOTAL MAXIMUM OBLIGATION: — \$ 700,000~~

Basis for Reimbursement: Actual Cost

Payment Method: ~~Actual Cost~~ Monthly in Arrears

CONTRACTOR DUNS Number:

129192808

CONTRACTOR TAX ID Number:

95-1970946

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: National Council on Alcoholism and Drug Dependence-Orange County

Attention: Phillip Falcetti, Chief Executive ~~Director~~ Officer

~~5 Mason, Suite 150~~

~~Irvine, CA 92618~~

~~21068 Bake Parkway~~

~~Lake Forest, 92630~~

~~phillipf@ncaddoc.org~~

I. ACRONYMS

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

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

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

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

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

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

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 ~~relevant HCA~~ policies and procedures relating to ~~HCA's~~ ADMINISTRATOR's Compliance Program, ~~HCA's~~ Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program ~~and~~ Code of Conduct ~~have been verified to~~ 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 ~~subparagraphs below~~ in this Paragraph IV (COMPLIANCE). These elements include:

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

f. Methodology for detecting and correcting offenses.

g. Methodology/Procedure for enforcing disciplinary standards.

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

4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its ~~Compliance~~ compliance Program, ~~Code~~ code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement. ADMINISTRATOR's Compliance Officer, ~~or designee~~, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, ~~and~~ determine if CONTRACTOR's ~~Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct contain all required elements-

~~#~~ to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

B. SANCTION SCREENING – CONTRACTOR shall ~~adhere to all screening policies and procedures and~~ screen all Covered Individuals employed or retained to provide services related to this

1 Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this
 2 Agreement. Screening shall be conducted against the General Services Administration's Excluded
 3 Parties List System or System for Award Management, the Health and Human Services/Office of
 4 Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and
 5 Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the
 8 certifications.

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

10 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 11 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
 12 and are consistent with federal, state and county laws and regulations. This includes compliance with
 13 federal and state health care program regulations and procedures or instructions otherwise
 14 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
 15 their agents.

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

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

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

24 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
 25 days after the overpayment is verified by the ADMINISTRATOR.

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

32 V. CONFIDENTIALITY

33 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
 34 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
 35 regulations, ~~including 42 USC §290dd-2 (Confidentiality of Records) and 42 CFR Part 2,~~ as they now
 36 exist or may hereafter be amended or changed.
 37

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

8 ~~— C. CONTRACTOR shall have in effect a system to protect participant records from inappropriate~~
9 ~~disclosure in connection with activity funded under this Agreement. This system shall include~~
10 ~~provisions for employee education on the confidentiality requirements, and the fact that disciplinary~~
11 ~~action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,~~
12 ~~physical, and technical safeguards that reasonably and appropriately protect the confidentiality,~~
13 ~~integrity, and availability of all confidential information that it creates, receives, maintains or transmits.~~
14 ~~CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.~~

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

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

20 ~~— F. CONTRACTOR shall notify ADMINISTRATOR within twenty four (24) hours during a work~~
21 ~~week, of any suspected or actual breach of its computer system.~~

22 23 VI. COST REPORT

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

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

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

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

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

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

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

16 B. The ~~individual and/or consolidated~~ Cost Report ~~prepared for each period~~ shall be the final
 17 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
 18 for final settlement to CONTRACTOR ~~for that period~~. CONTRACTOR shall document that costs are
 19 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
 20 Cost Report shall be the final financial record for subsequent audits, if any.

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

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

37 //

1 E. 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 higher than the aggregate of interim
3 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
4 such payment does not exceed the Maximum Obligation of COUNTY.

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

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

16
17 Signed _____
18 Name _____
19 Title _____
20 Date _____"

21
22 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

37 ~~5. Shall not knowingly enter into any lower tier covered transaction with a person who is~~

~~1 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
2 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
3 authorized by the State of California.~~

~~4 ——— 6. Shall include without modification, the clause titled “Certification Regarding Debarment,
5 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions
6 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
7 accordance with 2 CFR Part 376.~~

~~8 — B. The terms and definitions of this paragraph have the meanings set out in the Definitions and
9 Coverage sections of the rules implementing 51 F.R. 6370.~~

~~10~~ ~~11~~ **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

~~12~~ A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
~~13~~ prior written consent of COUNTY. CONTRACTOR shall provide written notification of
~~14~~ CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to
~~15~~ ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
~~16~~ Any attempted assignment or delegation in derogation of this paragraph shall be void.

~~17~~ B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
~~18~~ prior written consent of COUNTY.

~~19~~ 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
~~20~~ any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
~~21~~ of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
~~22~~ assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
~~23~~ clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
~~24~~ Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

~~25~~ 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
~~26~~ including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
~~27~~ CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
~~28~~ change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
~~29~~ at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
~~30~~ delegation in derogation of this subparagraph shall be void.

~~31~~ 3. If CONTRACTOR is a governmental organization, any change to another structure,
~~32~~ including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
~~33~~ of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
~~34~~ assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
~~35~~ this subparagraph shall be void.

~~36~~ 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
~~37~~ CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations

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

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

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

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

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

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

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

22 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

32 **IX. EQUIPMENT**

33 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 34 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 35 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 36 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
 37

1 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 2 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 3 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
 4 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
 5 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 6 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 7 depreciated according to GAAP.

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

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

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

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

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

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

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

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

X. EXPENDITURE AND REVENUE REPORT

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

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

7 8 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

14 ~~B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or~~
 15 ~~supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation~~
 16 ~~for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum~~
 17 ~~Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount~~
 18 ~~proportionate to the number of days in which CONTRACTOR was determined to be unable to provide~~
 19 ~~services, staffing, facilities or supplies.~~

20 21 **XII. INDEMNIFICATION AND INSURANCE**

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

32 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 33 required insurance at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all
 34 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
 35 Agreement have been complied with ~~and~~. CONTRACTOR agrees to ~~maintain~~ keep such insurance
 36 coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term
 37 of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR

1 pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth
 2 herein for CONTRACTOR.

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

12 D.- All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 13 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 14 amount in excess of ~~\$25~~50,000 (\$5,000 for automobile liability), shall specifically be approved by the
 15 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
 16 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
 17 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

31 F. QUALIFIED INSURER

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

37 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of

1 Risk Management retains the right to approve or reject a carrier after a review of the company's
 2 performance and financial ratings.

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

5	6	<u>Coverage</u>	<u>Minimum Limits</u>
7	8	Commercial General Liability	\$1,000,000 per occurrence
9			\$2,000,000 aggregate
10	11	Automobile Liability including coverage	\$1,000,000 per occurrence
12	13	for owned, non-owned and hired vehicles	
14	15	Workers' Compensation	Statutory
16	17	Employers' Liability Insurance	\$1,000,000 per occurrence
18	19	Sexual Misconduct Liability	\$1,000,000 per occurrence

20
 21 H. REQUIRED COVERAGE FORMS

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

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

26 I. REQUIRED ENDORSEMENTS—

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

29 1 a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13
 30 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
 31 employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS
 32 **REQUIRED BY WRITTEN AGREEMENT.**

33 2 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
 34 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
 35 insurance maintained by the County of Orange shall be excess and non-contributing.

36 //

37 J. All insurance policies required by this Agreement shall waive all rights of subrogation against

1 the County of Orange ~~and members of the Board of Supervisors~~, its elected and appointed officials,
 2 officers, agents and employees when acting within the scope of their appointment or employment.

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

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

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

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

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

23 ~~of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,~~
 24 ~~and COUNTY shall be entitled to all legal remedies.~~

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

28 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

36 //

37 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

1 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
 2 have sole discretion to impose one or both of the following:

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

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

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

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

16 **XIII. INSPECTIONS AND AUDITS**

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

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

31 C. AUDIT RESPONSE

32 1. Following an audit report, in the event of non-compliance with applicable laws and
 33 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
 34 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
 35 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
 36 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.
 37

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

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual ~~Single Audit~~, independent, organization-wide audit of related expenditures as may be required by ~~31 USC 7501 – 7507, as well as its implementing regulations under 2-CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.~~ CONTRACTOR shall forward during the ~~Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt~~ term of this Agreement.

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

XIV. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

//

c. A certification that CONTRACTOR has fully complied with all applicable federal and

1 state reporting requirements regarding its employees;

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

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

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

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

16 ~~1. ARRA of 2009.~~

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

18 ~~3. CCC §§1798.80 through 1798.84, Customer Records.~~

19 ~~4. CCC §1798.85, Confidentiality of Social Security Numbers.~~

20 ~~5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social~~
21 ~~Security.~~

22 ~~6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse~~
23 ~~Master Plans~~

24 ~~7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.~~

25 ~~8. HSC, §11876, Narcotic Treatment Programs.~~

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

27 ~~10. Code of Federal Regulations, Title 42, Public Health.~~

28 ~~11. 2 CFR 230, Cost Principles for Nonprofit Organizations~~

29 ~~12. 2 CFR 376, Nonprocurement, Debarment and Suspension.~~

30 ~~13. 41 CFR 50, Public Contracts and Property Management~~

31 ~~14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~

32 ~~15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse~~
33 ~~prevention and treatment block grants and/or projects for assistance in transition from homelessness~~
34 ~~grants.~~

35 ~~16. 45 CFR 93, New Restrictions on Lobbying.~~

36 ~~17. 45 CFR 96.127, Requirements regarding Tuberculosis.~~

37 ~~18. 45 CFR 96.132, Additional Agreements.~~

- ~~19. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
- ~~20. 45 CFR 160, General Administrative Requirements.~~
- ~~21. 45 CFR 162, Administrative Requirements.~~
- ~~22. 45 CFR 164, Security and Privacy.~~
- ~~23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~
- ~~24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.~~
- ~~25. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.~~
- ~~26. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~
- ~~27. 42 USC §§290aa through 290kk 3, Substance Abuse and Mental Health Services Administration.~~
- ~~28. 42 USC §290dd 2, Confidentiality of Records.~~
- ~~29. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.~~
- ~~30. 42 USC §§1320d through 1320d 9, Administrative Simplification.~~
- ~~31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.~~
- ~~32. 42 USC §6101 et seq., Age Discrimination Act of 1975.~~
- ~~33. 42 USC §2000d, Civil Rights Act of 1964.~~
- ~~34. 31 USC 7501—7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.~~
- ~~35. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).~~
- ~~36. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08~~
- ~~37. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide Manual.~~
- ~~38. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.~~

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written

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materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,

1 and electronic media such as the Internet.

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

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

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

16 **XVI. MAXIMUM OBLIGATION**

17
18 ~~—A. The Total Maximum Obligation of COUNTY for services provided in accordance with this~~
19 ~~Agreement, and the separate Maximum Obligations for each period under this Agreement, are is~~ as
20 ~~specified in the Referenced Contract Provisions of this Agreement, except as allowed for in~~
21 ~~Subparagraph B. below.~~

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

24 **XVII. MINIMUM WAGE LAWS**

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

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

35 //

36 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
37 where applicable, shall comply with the prevailing wage and related requirements, as provided for in

1 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
 2 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

4 **XVIII. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

6 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
 7 unlawfully discriminate against any employee or applicant for employment because of his/her race,
 8 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 9 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 10 orientation, or military and veteran status. Additionally, during the term of this Agreement,
 11 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
 12 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
 13 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 14 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 15 orientation, or military and veteran status.

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

20 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 21 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 22 the provision of benefits.

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

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

32 6. Each labor union or representative of workers with which CONTRACTOR and/or
 33 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 34 notice advising the labor union or workers' representative of the commitments under this
 35 //

36 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
 37 employees and applicants for employment.

1 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
2 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
3 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
4 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
5 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
6 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
7 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
8 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
9 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
10 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
11 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
12 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
13 or more of the factors identified above:

14 1. Denying a participantclient or potential participantclient any service, benefit, or
15 accommodation.

16 2. Providing any service or benefit to a participantclient which is different or is provided in a
17 different manner or at a different time from that provided to other participantsclients.

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

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

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

24 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
25 participantsclients through a written statement that CONTRACTOR’s and/or subcontractor’s
26 participantsclients may file all complaints alleging discrimination in the delivery of services with
27 CONTRACTOR, subcontractor, and ADMINISTRATOR.

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

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

34 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
35 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
36 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
37 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of

1 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
2 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
3 with succeeding legislation.

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

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

13
14 **XIX. NOTICES**

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

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

20 2. When faxed, transmission confirmed;

21 3. When sent by Email; or

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

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

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

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

34 //

35 //

36 **XX. NOTIFICATION OF DEATH**

37 A. Upon becoming aware of the death of any person served pursuant to this Agreement,

1 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

10 2. WRITTEN NOTIFICATION

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

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

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

22
23 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

31 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 ~~1. California Code of Regulations Title 22, §§70751(e), 71551(e), 73543(a), 74731(d),~~
36 ~~75055(a), 75343(a), and 77143(a).~~

37 ~~2. State of California, Department of Health Care Services ASRS Manual.~~

~~3. State of California, Department of Health Care Services DPFS Manual.~~

~~4. California Health and Safety Code §123145.~~

~~5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

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

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

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

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

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

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

~~XXIII. RESEARCH AND PUBLICATION.~~ **RESEARCH AND PUBLICATION**

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

~~XXIII.~~ **XXIV. SEVERABILITY**

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

//

XXV. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 3. Fundraising.
 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
 7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.
 8. Severance pay for separating employees.
 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.
 - ~~10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.~~
 - ~~11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~
 - ~~12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.~~
 - ~~13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.~~
 - ~~14. Promoting the legalization of any drug or other substance included in Schedule 1 of the Controlled Substance Act (21 USC 812).~~
 - ~~15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.~~
 - ~~16. Assisting, promoting, or deterring union organizing.~~
 - ~~17. Providing inpatient hospital services or purchasing major medical equipment.~~
- B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
1. Funding travel or training (excluding mileage or parking).
 2. Making phone calls outside of the local area unless documented to be directly for the purpose of participantclient care.
 3. Payment for grant writing, consultants, certified public accounting, or legal services.

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

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

7 8 **XXVI. STATUS OF CONTRACTOR**

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

20 21 **XXVII. TERM**

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

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

30 31 **XXVIII. TERMINATION**

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

34 //

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

1 (30) calendar days for corrective action.

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

- 4 1. The loss by CONTRACTOR of legal capacity.
5 2. Cessation of services.
6 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
7 another entity without the prior written consent of COUNTY.
8 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
9 required pursuant to this Agreement.

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

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

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

18 D. CONTINGENT FUNDING

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

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

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

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

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

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

34 //

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 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract

1 performance during the remaining contract term.

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

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

7 5. Assist ADMINISTRATOR in effecting the transfer of participantsclients in a manner
8 consistent with participant'sclient's best interests.

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

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

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

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

21
22 **XXIX. THIRD PARTY BENEFICIARY**

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

26
27 **XXX. WAIVER OF DEFAULT OR BREACH**

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

33 //

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
5 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE-ORANGE COUNTY

6
7
8 BY: _____ DATED: _____

9
10 TITLE: _____

11
12
13 BY: _____ DATED: _____

14
15 TITLE: _____

16
17
18
19 COUNTY OF ORANGE

20
21
22 BY: _____ DATED: _____

23 -HEALTH CARE AGENCY

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

29
30
31 BY: _____ DATED: - _____

32 DEPUTY

33
34 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~~Board of ~~directors~~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~~ UNDERAGE DRINKING AND PRESCRIPTION DRUG ABUSE
 PREVENTION SERVICES
 WITH BETWEEN
COUNTY OF ORANGE
 AND
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE—ORANGE COUNTY
 JULY 1, ~~2016~~ 2018 THROUGH JUNE 30, ~~2018~~ 2019

I. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>
ADMINISTRATIVE COST		
Salaries	\$ 32,521 <u>15,250</u>	\$ 32,521
Benefits	6,504 <u>3,813</u>	6,504
Services and Supplies	2,260 <u>4,720</u>	2,260
SUBTOTAL ADMINISTRATIVE COST	\$ 41,285 <u>23,783</u>	\$ 41,285
PROGRAM COST		
Salaries	\$ 158,507 <u>149,500</u>	\$ 158,507
Benefits	31,701 <u>37,375</u>	31,701
Services and Supplies	108,507 <u>94,342</u>	108,507
Subcontracts	<u>10,000</u>	10,000
SUBTOTAL PROGRAM COST	\$ 308,716 <u>291,217</u>	\$ 308,716
TOTAL COST	\$ <u>350,000</u>	\$ 350,000

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 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods.

1 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
 2 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
 3 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
 4 may result in disallowance of those costs.

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

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

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

10
 11 CFDA Year: 2015
 12 CFDA No.: 93.959
 13 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)
 14 Federal Agency: Department of Health and Human Services/ Substance Abuse and
 15 Mental Health Services Administration
 16 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

17
 18 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
 19 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
 20 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

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

25
 26 **II. DEFINITIONS**

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

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

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

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

34 D. ~~C.~~ ADEPT Provider Manual: The Provider Manual designed by ADEPT to describe the
 35 specific services to be performed by ~~alcohol and other drug prevention program~~ AOD providers. ~~The~~
 36 ~~ADEPT Provider Manual~~ It provides guidance, instructions, ~~outcome objectives, process objectives,~~

37 //

~~supporting activities, and evaluation~~ Goals, Outcome Objectives, Process Objectives, and Evaluation components.

~~— D. California Outcome Measurement Service for Prevention (CalOMS Pv): The State Department of Health Care Services data collection and outcome measurement system.~~

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

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

~~— G~~ G. COLLECTIVE IMPACT: The commitment of a group of important actors from different sectors to a common agenda for solving a specific social problem at scale.

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

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

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

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

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

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

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

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

//

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

3 **MP. 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:** Media Inputs stated below. In the second type, it is crucial that the item is displayed in a public
6 venue with 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). ~~In~~

10 **Q. Media Literacy:** An examination of the ~~second type, it is crucial~~ techniques, technologies and
11 institutions that are involved in media production, the ~~item is displayed in~~ ability to critically analyze
12 media messages and a ~~public venue with high traffic, e.g. a popular retail establishment, a public library,~~
13 ~~or a school campus~~ recognition of the role that audiences play in making meaning from those messages.

14 **NR. Off-sale alcohol establishment** Sale Alcohol Establishment: An establishment licensed to sell
15 alcohol for consumption off premise. Examples of off-sale alcohol establishments include liquor stores
16 and grocery stores.

17 **O.S. Outcome:** ~~The measurable~~ Measurable change that occurs as a result of a program's overall
18 performance in implementing its planned ~~activities~~ Activities.

19 ~~P.~~ **T. Outcome Objective:** A statement that specifies the measurable result or direct impact of a
20 program or ~~activity~~ Activity in reference to a quantitative criterion and a timeframe.

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

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

26 **W. Process Objective:** Operational activities and tasks that support success of the
27 ~~outcome~~ Outcome.

28 **RX. Program Identity Item:** An item used for the purpose of marketing, promoting and creating
29 awareness of a program's initiative, message or event.

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

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

37 //

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

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

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

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

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

16 ~~X. Technical Assistance: //~~

17 AD. TA: Services provided by staff intended to provide guidance to prevention programs,
18 community organizations, and individuals to conduct, strengthen, or enhance specific ~~alcohol and other~~
19 ~~drug~~ AOD prevention activities.

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

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

28 III. PAYMENTS

29
30 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing
31 services described hereunder, less revenues which are actually received by CONTRACTOR. All
32 payments are interim payments only and are subject to Final Settlement in accordance with the Cost
33 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost
34 of providing the services; hereunder provided, however, the total of such payments does not exceed
35 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are
36 reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its
37 //

1 discretion, pay supplemental billings for any month for which the interim payment amount specified
2 above has not been fully paid.

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

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

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

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

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

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

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

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

33 IV. REPORTS

34 ~~A. CalOMS for Prevention CONTRACTOR shall comply with the data collection requirements~~
35 ~~for prevention as mandated by the California Department of Health Care Services (DHCS), Substance~~
36 ~~Use Disorder Prevention, Treatment and Recovery Services Division. CONTRACTOR shall comply~~
37

~~with CalOMS Prevention requirements and report on the service populations as defined in the IOM model. ADMINISTRATOR shall make trainings and technical assistance available for completing CalOMS reports throughout the term of this Agreement.~~

~~B. Expenditure Revenue Report~~ A. EXPENDITURE-REVENUE REPORTS

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

~~C. Projection Report~~ B. PROJECTION REPORTS

CONTRACTOR shall submit quarterly Projection Reports to ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. These reports are due to ADMINISTRATOR by ~~October 11, 2016, January 11, 2017, and April 11, 2017 for Period One, and October 11, 2017, January 13, 2018, and April 11, 2018 for Period Two, unless otherwise agreed to in writing by ADMINISTRATOR~~ the fifteenth (15th) calendar day of each month following the end of the month being reported.

C. QUARTERLY PROGRESS REPORTS

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

~~1. Period One reports:~~

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

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

~~c. Quarter 3: January 1, 2017 through March 31, 2017, due April 15, 2017.~~ 2019

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

~~a. Quarter 1: July 1, 2017 through September 30, 2017, due October 15, 2017;~~

~~b. Quarter 2: October 1, 2017 through December 31, 2017, due January 15, 2017; and~~

~~c. Quarter 3: January 1, 2018 through March 31, 2018, due April 15, 2018.~~

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

FOURTH QUARTER/YEAR-END REPORT

~~E. Fourth Quarter/Year End Report~~ CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR ~~for Period One by July 31, 2017 and for Period Two by July 31, 2018.~~ ~~Each~~ 2019. The report shall include an ~~evaluation~~ Evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the ~~alcohol and other drug~~ AOD prevention strategies implemented toward reaching ~~outcome~~ Outcome and ~~process objectives~~ Process Objectives, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

E. STAFFING REPORTS

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

F. ADDITIONAL REPORTS

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

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

~~G.~~ PRIMARY PREVENTION SUBSTANCE USE DISORDER DATA SERVICE (PPSDS) CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California Department of Health Care Services (DHCS), Substance Use Disorder Program, Policy and Fiscal Division, Policy and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and report on the service populations as defined in the IOM model. ADMINISTRATOR

1 shall make trainings and technical assistance available for completing reports throughout the term of this
 2 Agreement.

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

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

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

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

16 V. SERVICES

17
 18 A. CONTRACTOR shall provide alcohol and other drug prevention services in the communities of
 19 two selected Orange County school districts, in accordance with, and as defined in the ADEPT Provider
 20 Manual furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

- 21 1. Support of COUNTY's prevention plan and ~~goals~~ Goals;
- 22 2. Alignment with the SPF process; and
- 23 3. Alignment with CSAP prevention strategies.

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

27 C. CONTRACTOR shall work with parents, adults, businesses, community members, faith-based
 28 communities, families, alcohol establishments, neighborhood groups, schools, youth-serving
 29 organizations, law enforcement agencies, municipalities, youth, and any other interested persons and
 30 groups within the communities of each of the two selected school districts ~~to reduce underage drinking.~~

31 ~~— D. Period One Process Objectives — CONTRACTOR shall work to achieve the following twenty-~~
 32 ~~seven (27) Process Objectives within the communities of each of the two selected school districts by~~
 33 ~~June 30, 2017, unless otherwise noted:~~

34 ~~1. By May 31, 2017, at least sixty-three (63) parents of high school students shall participate~~
 35 ~~in an underage drinking prevention intervention.~~

36 ~~2. By May 31, 2017, at least twelve (12) parents of youth that are at a higher risk for substance~~
 37 ~~abuse shall participate in an underage drinking prevention intervention.~~

~~3. By May 31, 2017, at least one hundred twelve (112) parents of middle school students shall participate in an underage drinking prevention intervention.~~

~~4. By May 31, 2017, at least sixty three (63) adults from the surrounding communities of the school district shall participate in an underage drinking prevention intervention.~~

~~5. Conduct a follow up assessment with at least fifty percent (50%) of adults/parents who received an underage drinking prevention intervention.~~

~~6. At least two hundred forty (240) high school youth shall participate in an underage drinking prevention educational workshop.~~

~~7. At least eighty (80) youth who are at a higher risk for substance abuse shall participate in an underage drinking prevention educational workshop.~~

~~8. At least three hundred twenty (320) middle school youth shall participate in an underage drinking prevention educational workshop.~~

~~9. At least sixty four (64) male youth from the surrounding communities of the school district shall participate in an underage drinking prevention educational workshop.~~

~~10. At least ninety six (96) female youth from the surrounding communities of the school district shall participate in an underage drinking prevention educational workshop.~~

~~11. In collaboration with a youth group, conduct at least one (1) underage drinking prevention intervention for adults/parents.~~

~~12. By November 1, 2016, submit a key informant interview summary report.~~

~~13. By March 31, 2017, at least twelve (12) middle school staff shall participate in a youth development educational workshop.~~

~~14. At least twenty four (24) high school staff shall participate in a youth development educational workshop.~~

~~15. At least eight (8) school staff who work with high risk youth shall participate in a youth development educational workshop.~~

~~16. At least thirty six (36) middle school staff shall participate in a youth development educational workshop.~~

~~17. By December 31, 2016, at least eleven (11) community youth leaders shall participate in a youth development educational workshop.~~

~~18. At least thirty four (34) community youth leaders shall participate in a youth development educational workshop.~~

~~19. Collaborate with a minimum of two (2) schools and/or youth serving organizations to develop a plan to sustain youth development practices.~~

~~20. By November 21, 2016, submit a youth educational workshop toolkit on underage drinking prevention.~~

~~21. Conduct facilitator trainings on using the youth educational workshop toolkit with the~~

~~1 directors of at least two (2) schools and/or youth-serving organizations.~~

~~2 22. Provide technical assistance with at least four (4) schools and/or youth serving~~
~~3 organizations within the communities of the school districts that developed a sustainability plan in FY's~~
~~4 2014-15 and 2015-16.~~

~~5 23. Train at least eighty (80) persons who sell alcoholic beverages at off sale alcohol~~
~~6 establishments in responsible beverage service.~~

~~7 24. Provide responsible beverage service training to at least ten (10) off sale alcohol~~
~~8 establishments that have been identified based on community need.~~

~~9 25. Provide technical assistance on sustaining responsible beverage service practices to at least~~
~~10 ten (10) off sale alcohol establishments within the communities of the school districts previously trained~~
~~11 during the FY 2016-2017.~~

~~12 26. Recognize at least two (2) merchants from off sale alcohol establishments who support the~~
~~13 prevention of underage drinking.~~

~~14 27. Coordinate at least three (3) youth-led community prevention activities designed to reduce~~
~~15 underage drinking.~~

~~16 E. Period One Outcome Objectives—~~ CONTRACTOR shall complete the detailed activities
~~17 specified in the ADEPT Provider Manual and work to achieve the following eleven (11) Outcome~~
~~18 Objectives within the Capistrano Unified School District and surrounding communities ~~of each of the~~~~

~~19 two selected school districts~~ by June 30, 2017, ~~unless otherwise noted~~ 2019:

~~20 1. By May 31, 2017, at least eighty percent (80%) of adults/parents who complete a~~
~~21 prevention intervention post survey Adult/parent participants shall report increased self-efficacy to~~
~~22 prevent underage drinking.~~

~~23 2. By May 31, 2017, at least eighty percent (80%) of adults/parents who complete a~~
~~24 prevention intervention post survey shall report increased knowledge of effective actions they can take~~
~~25 to prevent underage drinking.~~

~~26 3. By May 31, 2017, at least eighty percent (80%) of adults/parents who complete a~~
~~27 prevention intervention post survey shall report increase their willingness to take action to prevent~~
~~28 underage drinking by ten percent (10%) as measured by pre-post tests.~~

~~29 4. At least seventy-five percent (75%) of adults/parents who complete a prevention~~
~~30 intervention follow-up survey shall report taking action to prevent underage drinking.~~

~~31 5. At least eighty 3. Adult/parent participants shall increase their willingness to take~~
~~32 action to prevent prescription drug abuse by ten percent (80%) of youth who complete an educational~~
~~33 workshop 10%) as measured by pre-post tests.~~

~~34 4. At least seventy-five percent (75%) of adults/parents who complete a prevention~~
~~35 intervention follow-up survey shall report increased taking action to prevent prescription drug abuse.~~

~~36 5. Youth participants shall increase knowledge of the negative consequences of underage~~
~~37 drinking by ten percent (10%) as measured by pre-post tests.~~

1 ~~6. Youth participants shall increase~~ ~~6. At least eighty percent (80%) of~~
 2 ~~youth who complete an educational workshop post survey shall report increased~~ confidence in their
 3 ability to use refusal/resistance skills in regard to underage drinking by ten percent (10%) as measured
 4 by pre-post tests.

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

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

9 ~~9. Youth participants shall increase~~ ~~7. At least eighty percent (80%) of~~
 10 ~~youth who complete an educational workshop post survey shall report increased~~ confidence in their
 11 ability to deconstruct media messages by ten percent (10%) as measured by pre-post tests.

12 ~~10. School staff participants shall increase~~ ~~8. At least eighty percent (80%) of~~
 13 ~~school staff who complete an educational workshop post survey shall report increased knowledge of~~
 14 ~~youth development principles.~~

15 ~~9. At least eighty percent (80%) of school staff who complete an educational workshop post~~
 16 ~~survey shall report~~ their willingness to apply youth development ~~practices~~ principles in their work with
 17 youth by ten percent (10%) as measured by pre-post tests.

18 ~~10. At least eighty percent (80%) of community youth leaders who complete an educational~~
 19 ~~workshop post survey shall report increased knowledge of youth development principles.~~

20 ~~11. At least eighty percent (80%) of community youth leaders who complete an educational~~
 21 ~~workshop post survey~~ Community leader participants shall ~~report~~ increase their willingness to apply
 22 youth development ~~practices~~ principles in their work with youth by ten percent (10%) as measured by
 23 pre-post tests.

24 E. Process Objectives - CONTRACTOR shall achieve the following twenty-one (21) Process
 25 Objectives within the Capistrano Unified School District and surrounding communities, by June 30,
 26 2019:

27 1. A minimum of fifty-five (55) parents of high school students shall participate in an AOD
 28 prevention intervention, whereby at least thirty (30) parents will receive prescription drug abuse
 29 prevention information.

30 2. A minimum of one hundred (100) parents of middle school students shall participate in an
 31 AOD prevention intervention, whereby at least sixty (60) parents will receive prescription drug abuse
 32 prevention information.

33 3. A minimum of forty-five (45) adults from the surrounding communities of the school
 34 district shall participate in an AOD prevention intervention, whereby at least twenty (20) parents will
 35 receive prescription drug abuse prevention information.

36 4. A minimum of ten (10) parents of youth who are at higher risk for substance abuse shall
 37 participate in an underage drinking and prescription drug abuse prevention intervention.

1 5. Conduct a follow-up assessment with at least fifty percent (50%) of adults/parents who
2 received an AOD prevention intervention.

3 6. A minimum of three hundred (300) high school youth shall participate in an AOD
4 prevention intervention, whereby at least one hundred fifty (150) youth shall receive prescription drug
5 abuse prevention information.

6 7. A minimum of one hundred (100) youth who are at a higher risk for substance abuse shall
7 participate in an AOD prevention intervention, whereby at least fifty (50) youth shall receive
8 prescription drug abuse prevention information.

9 8. A minimum of four hundred (400) middle school youth shall participate in an AOD
10 prevention intervention, whereby at least two hundred (200) youth shall receive prescription drug abuse
11 prevention information.

12 9. A minimum of one hundred (100) youth from the surrounding communities of the school
13 district shall participate in an AOD prevention intervention, whereby at least fifty (50) youth shall
14 receive prescription drug abuse prevention information.

15 10. By January 30, 2019, develop an educational webinar on the application of youth
16 development principles for school staff.

17 11. A minimum of twenty-five (25) school staff shall participate in the webinar on the
18 application of youth development principles.

19 //

20 12. A minimum of twenty-five (25) school staff shall participate in a workshop on the
21 application of youth development principles.

22 13. A minimum of twenty (20) community youth leaders shall participate in a workshop on the
23 application of youth development principles.

24 14. Collaborate with a minimum of three (3) schools and/or youth- serving organizations to
25 develop a plan to sustain youth development practices.

26 15. Provide technical assistance to a minimum of six (6) schools and/or youth-serving
27 organizations within the communities of the school district that developed a sustainability plan in fiscal
28 years 2016-17 and 2017-18.

29 16. Train a minimum of thirty (30) persons who sell alcoholic beverages from off-sale alcohol
30 establishments in responsible beverage service.

31 17. Provide responsible beverage service training to a minimum of ten (10) off-sale alcohol
32 establishments that have been identified based on community need.

33 18. Provide technical assistance on sustaining responsible beverage service practices to ten (10)
34 off-sale alcohol establishments within the communities of the school district previously trained during
35 fiscal years 2016-17 and 2017-18.

36 19. Recognize a minimum of two (2) merchants from off-sale alcohol establishments who
37 support the prevention of underage drinking.

1 20. Coordinate a minimum of three (3) youth-led community and/or school prevention
2 activities designed to reduce underage drinking.

3 21. Coordinate a minimum of three (3) youth-led community and/or school prevention
4 activities designed to reduce prescription drug abuse.

5 F. Newport Mesa Unified School District Outcome Objectives - CONTRACTOR shall complete
6 the detailed activities specified in the ADEPT Provider Manual and work to achieve the following seven
7 (7) Outcome Objectives within the Newport-Mesa Unified School District and surrounding
8 communities by June 30, 2019:

9 1. Adult/parent participants shall increase their willingness to take action to prevent underage
10 drinking by ten percent (10%) as measured by pre-post tests.

11 2. At least seventy-five percent (75%) of adults/parents who complete a prevention
12 intervention follow-up survey shall report taking action to prevent underage drinking.

13 3. Youth participants shall increase knowledge of the negative consequences of underage
14 drinking by ten percent (10%) as measured by pre-post tests.

15 4. Youth participants shall increase confidence in their ability to use refusal/resistance skills in
16 regard to underage drinking by ten percent (10%) as measured by pre-post tests.

17 5. Youth participants shall increase confidence in their ability to deconstruct media messages
18 by ten percent (10%) as measured by pre-post tests.

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

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

23 G. Process Objectives - CONTRACTOR shall achieve the following twenty (20) Process
24 Objectives within the Newport Mesa Unified School District and surrounding communities by June 30,
25 2019:

26 1. A minimum of fifty-five (55) parents of high school students shall participate in an
27 underage drinking prevention intervention.

28 2. A minimum of one hundred (100) parents of middle school students shall participate in an
29 underage drinking prevention intervention.

30 3. A minimum of forty-five (45) adults from the surrounding communities of the school
31 district shall participate in an underage drinking prevention intervention.

32 4. A minimum of ten (10) parents of youth who are at higher risk for substance abuse shall
33 participate in an underage drinking prevention intervention.

34 5. Conduct a follow-up assessment with at least fifty percent (50%) of adults/parents who
35 received an underage drinking prevention intervention.

36 6. A minimum of three hundred (300) high school youth shall participate in an underage
37 drinking prevention educational workshop.

1 7. A minimum of one hundred (100) youth who are at a higher risk for substance abuse shall
2 participate in an underage drinking prevention educational workshop.

3 8. A minimum of four hundred (400) middle school youth shall participate in an underage
4 drinking prevention educational workshop.

5 9. A minimum of one hundred (100) youth from the surrounding communities of the school
6 district shall participate in an underage drinking prevention educational workshop.

7 10. By January 30, 2019, develop a webinar on the application of youth development principles
8 for school staff.

9 11. A minimum of twenty-five (25) school staff shall participate in the webinar on the
10 application of youth development principles.

11 12. A minimum of twenty-five (25) school staff shall participate in a workshop on the
12 application of youth development principles.

13 13. A minimum of twenty (20) community youth leaders shall participate in a workshop on the
14 application of youth development principles.

15 14. Collaborate with a minimum of three (3) schools and/or youth- serving organizations to
16 develop a plan to sustain youth development practices.

17 15. Provide technical assistance to a minimum of six (6) schools and/or youth-serving
18 organizations within the communities of the school district that developed a sustainability plan in fiscal
19 years 2016-17 and 2017-18.

20 16. Train a minimum of thirty (30) persons who sell alcoholic beverages from off-sale alcohol
21 establishments in responsible beverage service.

22 17. Provide responsible beverage service training to a minimum of ten (10) off-sale alcohol
23 establishments that have been identified based on community need.

24 18. Provide technical assistance on sustaining responsible beverage service practices to ten (10)
25 off-sale alcohol establishments within the communities of the school district previously trained during
26 fiscal years 2016-17 and 2017-18.

27 19. ~~F. Period One~~ Recognize a minimum of two (2) merchants from off-sale alcohol
28 establishments who support the prevention of underage drinking.

29 20. Coordinate a minimum of five (5) youth-led community and/or school prevention activities
30 designed to reduce underage drinking.

31 H. Collective Impact Process Objectives - CONTRACTOR shall achieve the following:

32 1. By January 31, 2019, participate in at least one planning meeting with the Orange County
33 Health Care Agency Health Promotion Division (OCHCA-HPD) on the theory, elements, and practical
34 application of Collective Impact to reduce alcohol and other drug abuse.

35 2. By June 30, 2019, in partnership with the OCHCA-HPD, facilitate a convening using a
36 Collective Impact approach to bring together groups/agencies/organizations within the southern region
37 of Orange County for the purpose of reducing substance abuse.

1 I. Supporting Activities — CONTRACTOR shall provide the following supporting activities ~~by~~
2 ~~June 30, 2017:~~

- 3 1. One hundred and ten (110) community collaborations;
- 4 2. One hundred and two (102) information disseminations;
- 5 3. Twelve (12) media inputs; and
- 6 4. Eight (8) trainings.

7 ~~G. Period Two Process Objectives~~ — ~~CONTRACTOR shall work to achieve the following twenty-~~
8 ~~six (26) Process Objectives within the communities of each of the two selected school districts by June~~
9 ~~30, 2018, unless otherwise noted:~~

10 ~~1. By May 31, 2018, at least seventy five (75) parents of high school students shall participate~~
11 ~~in an underage drinking prevention intervention.~~

12 ~~2. By May 31, 2018, at least fifteen (15) parents of youth that are at a higher risk for substance~~
13 ~~abuse shall participate in an underage drinking prevention intervention.~~

14 ~~3. By May 31, 2018, at least one hundred thirty five (135) parents of middle school students~~
15 ~~shall participate in an underage drinking prevention intervention.~~

16 ~~4. By May 31, 2018, at least seventy five (75) adults from the surrounding communities of the~~
17 ~~school district shall participate in an underage drinking prevention intervention.~~

18 ~~5. Conduct a follow-up assessment with at least fifty percent (50%) of adults/parents who~~
19 ~~received an underage drinking prevention intervention.~~

20 ~~6. At least three hundred (300) high school youth shall participate in an underage drinking~~
21 ~~prevention educational workshop.~~

22 ~~7. At least one hundred (100) youth who are at a higher risk for substance abuse shall~~
23 ~~participate in an underage drinking prevention educational workshop.~~

24 ~~8. At least four hundred (400) middle school youth shall participate in an underage drinking~~
25 ~~prevention educational workshop.~~

26 ~~9. At least eighty (80) male youth from the surrounding communities of the school district shall~~
27 ~~participate in an underage drinking prevention educational workshop.~~

28 ~~10. At least one hundred twenty (120) female youth from the surrounding communities of the~~
29 ~~school district shall participate in an underage drinking prevention educational workshop.~~

30 ~~11. In collaboration with a youth group, conduct at least two (2) underage drinking prevention~~
31 ~~interventions for adults/parents.~~

32 ~~12. By January 31, 2018, at least nine (9) high school staff shall participate in a youth~~
33 ~~development educational workshop.~~

34 ~~13. By January 31, 2018, at least eighteen (18) middle school staff shall participate in a youth~~
35 ~~development educational workshop.~~

36 ~~14. At least twenty eight (28) high school staff shall participate in a youth development~~
37 ~~educational workshop.~~

~~15. At least thirteen (13) school staff who work with high risk youth shall participate in a youth development educational workshop.~~

~~16. At least fifty seven (57) middle school staff shall participate in a youth development educational workshop.~~

~~17. By December 31, 2017, at least eight (8) community youth leaders shall participate in a youth development educational workshop.~~

~~18. At least twenty seven (27) community youth leaders shall participate in a youth development educational workshop.~~

~~19. Collaborate with a minimum of three (3) schools and/or youth serving organizations to develop a plan to sustain youth development practices.~~

~~20. Conduct facilitator trainings on using the youth educational workshop toolkit with the directors of at least three (3) schools and/or youth serving organizations.~~

~~21. Provide technical assistance with at least six (6) of the schools and/or youth serving organizations within the communities of the school districts that developed a sustainability plan in FY's 2014-15, 2015-16, and 2016-17.~~

~~22. Train at least eighty (80) persons who sell alcoholic beverages from off-sale alcohol establishments in responsible beverage service.~~

~~23. Provide responsible beverage service training to at least ten (10) off-sale alcohol establishments that have been identified based on community need.~~

~~24. Provide technical assistance on sustaining responsible beverage service practices to at least ten (10) off-sale alcohol establishments within the communities of the school districts previously trained in FY 2016-17 and FY 2017-18.~~

~~25. Recognize at least two (2) merchants from off-sale alcohol establishments who support the prevention of underage drinking.~~

~~26. Coordinate at least three (3) youth led community prevention activities designed to reduce underage drinking.~~

~~H. Period Two Outcome Objectives CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following eleven (11) Outcome Objectives within the communities of each of the two selected school districts by June 30, 2018, unless otherwise noted.~~

~~1. By May 31, 2018, at least eighty percent (80%) of adults/parents who complete a prevention intervention post survey shall report increased self-efficacy to prevent underage drinking.~~

~~2. By May 31, 2018, at least eighty percent (80%) of adults/parents who complete a prevention intervention post survey shall report increased knowledge of effective actions they can take to prevent underage drinking.~~

~~3. By May 31, 2018, at least eighty percent (80%) of adults/parents who complete a prevention intervention post survey shall report willingness to take action to prevent underage drinking.~~

~~4. At least seventy five percent (75%) of adults/parents who complete a prevention intervention follow up survey shall report taking action to prevent underage drinking.~~

~~5. At least eighty percent (80%) of youth who complete an educational workshop post survey shall report increased knowledge of the negative consequences of underage drinking.~~

~~6. At least eighty percent (80%) of youth who complete an educational workshop post survey shall report increased confidence in their ability to use refusal/resistance skills.~~

~~7. At least eighty percent (80%) of youth who complete an educational workshop post survey shall report increased confidence in their ability to deconstruct media messages.~~

~~8. At least eighty percent (80%) of school staff who complete an educational workshop post survey shall report increased knowledge of youth development principles.~~

~~9. At least eighty percent (80%) of school staff who complete an educational workshop post survey shall report their willingness to apply youth development practices in their work with youth.~~

~~10. At least eighty percent (80%) of community youth leaders who complete an educational workshop post survey shall report increased knowledge of youth development principles.~~

~~11. At least eighty percent (80%) of community youth leaders who complete an educational workshop post survey shall report their willingness to apply youth development practices in their work with youth.~~

~~I. Period Two Supporting Activities CONTRACTOR shall provide the following supporting activities by June 30, 2018:~~

~~1. One hundred twenty two (122) community collaborations;~~

~~2. One hundred ten (110) information disseminations;~~

~~3. Twelve (12) media inputs; and~~

~~4. Ten (10) trainings.~~

~~J. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the due dates and quantities identified within the outcome objectives, process objectives, and supporting activities described in Subparagraphs D. through I. above.~~

~~K. Action Plan CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary Action Plan by August 1, 2016~~2018~~ and a final Action Plan by August 15, 2016; and for Period Two, a preliminary Action Plan by August 1, 2017 and a final Action Plan by August 15, 2017.~~2018~~. Each Action Plan shall clearly describe the activities to be implemented to achieve the outcome objectives~~Outcome Objectives~~ and process objectives~~Process Objectives~~. CONTRACTOR shall identify evaluation~~Evaluation~~ tools to be developed, evaluation timelines, and the steps necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR. CONTRACTOR may modify each Action Plan with ADMINISTRATOR's prior written approval.~~

~~L. Evaluation - CONTRACTOR shall conduct a systematic and comprehensive evaluation~~each Period Evaluation~~ to determine levels of effectiveness and success in achieving outcome objectives,~~

~~process objectives, and accomplishing~~ supporting activities ~~described in Subparagraphs D. through I. above,~~ and in achieving Outcome Objectives and Process Objectives.

~~1~~ L. CONTRACTOR ~~and CONTRACTOR's~~ shall participate and ensure that their project evaluator ~~shall participate~~ participates in an ~~evaluation planning~~ Evaluation Planning meeting with ADMINISTRATOR ~~each Period~~ prior to submitting an Evaluation Plan.

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

~~a~~ 1. The proposed evaluator, including qualifications;

~~b~~ 2. How staff time will be tracked, if program staff is to be used for ~~the evaluation~~ Evaluation;

~~c~~ 3. The method(s) to be used for tracking and evaluating ~~the outcome objectives~~ each Outcome Objective and ~~process objectives~~ Process Objective;

~~d~~ 4. How data will be collected, including the number and characteristics of participants from whom data will be collected (sampling methods) and a description of the data-collection instruments;

~~e~~ 5. How the ~~evaluation~~ Evaluation process is to be conceptually and procedurally integrated within the services provided under this Agreement; ~~and~~

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

N. CONTRACTOR shall submit a ~~Period One~~ preliminary Evaluation Plan to ADMINISTRATOR by August 1, ~~2016~~ 2018, and a final Evaluation Plan by August 15, ~~2016; and for Period Two, a preliminary Evaluation Plan by August~~ 2018.

~~1, 2017 and a final Evaluation Plan by August 15, 2017.~~

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

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

MO. Meetings

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

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

3. Quarterly Provider Meetings - At a minimum, CONTRACTOR's Program Director shall attend each of the four (4) provider meetings ~~per Period~~ held by ADMINISTRATOR for the purpose of

1 networking, learning, and sharing. Dates for quarterly provider meetings shall be determined by
 2 ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of each
 3 meeting. ADMINISTRATOR may approve a substitution for the Program Director in the event he/she
 4 is unable to attend.

5 ~~NP. Social Media: If project related social media is to be used,~~ - CONTRACTOR shall develop
 6 necessary policies and procedures and keep them on file. if project-related Social Media is to be used,

7 ~~Q. Required Approvals~~

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

11 ~~2R.~~ CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the
 12 purchase of ~~program identity items~~ Program Identity Items.

13 ~~3S.~~ CONTRACTOR shall request required approvals on a form provided by
 14 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
 15 to the request. CONTRACTOR understands that requests must be in support of the ~~outcome objectives~~
 16 ~~and process objectives identified in Subparagraphs D. through I. of this Exhibit A,~~ Outcome Objectives
 17 and Process Objectives and are subject to county, state and federal funding guidelines and regulations.

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

25 ~~Q. Patents and Copyright Material~~

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

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

37 //

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

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

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

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

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

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

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

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

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

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
<u>34</u> ADMINISTRATIVE STAFF		
<u>35</u> —Chief Executive Officer	<u>0.10</u>	<u>0.10</u>
<u>36</u> —Chief Financial Officer	<u>0.15</u>	<u>0.15</u>

<u>1</u>	ADMINISTRATIVE SUBTOTAL FTEs	0.25	0.25
<u>2</u>			
<u>3</u>	PROGRAM ADMINISTRATIVE STAFF		
<u>4</u>	— Director	—0.15	—0.15
<u>5</u>	— Health Educator / Program Assistant	—0.05	—0.05
<u>6</u>	PROGRAM ADMIN SUBTOTAL FTEs	—0.20	—0.20
<u>7</u>			
<u>8</u>	PROGRAM STAFF		
<u>9</u>	— Program Director	0.35	0.35
<u>10</u>	— Health Educator	3.25	3.25
<u>11</u>	PROGRAM SUBTOTAL FTEs	3.60	3.60
<u>12</u>			
<u>13</u>	TOTAL FTEs	4.05	4.05

PERIOD ONEFTEs

<u>14</u>			
<u>15</u>			
<u>16</u>			
<u>17</u>	<u>ADMINISTRATIVE STAFF</u>		
<u>18</u>	— Chief Executive Officer		0.08
<u>19</u>	— Chief Financial Officer		0.10
<u>20</u>	<u>ADMINISTRATIVE SUBTOTAL FTEs</u>		0.18
<u>21</u>			
<u>22</u>	<u>PROGRAM STAFF</u>		
<u>23</u>	— Program Director		0.25
<u>24</u>	— Lead Health Educator		1.00
<u>25</u>	— Health Educator		2.00
<u>26</u>	— Program Assistant		0.10
<u>27</u>	<u>PROGRAM SUBTOTAL FTEs</u>		3.35
<u>28</u>			
<u>29</u>			
<u>30</u>	<u>TOTAL FTEs</u>		3.53

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

~~— I //~~

H. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5) business days following the termination, resignation, or notice of resignation of any employee. The

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1 report shall include the employee’s name, position title, date of resignation, and a description of the
2 recruitment activity to replace the employee.

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

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

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

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