

CONTRACT NO. MA-042-2001555

FOR

**SUBSTANCE-USE DISORDER TRAINING
AND EDUCATION PROGRAM**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

HAZELDEN BETTY FORD FOUNDATION



County of Orange, Health Care Agency
Contractor: Hazelden Betty Ford Foundation

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CONTRACT MA-042-2001555
FOR
SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM
WITH
HAZELDEN BETTY FORD FOUNDATION

This Contract Number MA-042-2001555 ("Contract"), is made and entered into this 1st day of July, 2020 ("Effective Date") between Hazelden Betty Ford Foundation ("Contractor"), with a place of business at 15245 Pleasant Valley Road, Center City, MN 55012, and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A - Scope of Work
Attachment B – Compensation and Invoicing
Attachment C - Cost Summary/Pricing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Substance-Use Disorder Training and Education Program under a negotiated rate Contract; and

WHEREAS, Contractor agrees to provide Substance-Use Disorder Training and Education Program as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in the Compensation and Invoicing and the Cost Summary/Pricing, attached hereto as Attachments B and C; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

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- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, Contractor must purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor must keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

If Contractor's Professional Liability, are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be forwarded to the department address listed in Paragraph 18, Notices.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the department purchasing division, the Contract may be terminated for cause.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract, which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of

receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies.

S. **Confidentiality:** Contractor must maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and

confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor must indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor must permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County shall procure Substance-Use Disorder Training and Education Program from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall be effective for one (1) year, effective July 1, 2020 through and including June 30, 2021, unless otherwise terminated by County. This Contract is non-renewable.
3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Paragraph K, Termination;
 - b) Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
 - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor and Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. The Contractor’s Project Manager is subject to approval by County and shall not

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be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The County's Project Manager has the right to require the removal and replacement of the Contractor's Project Manager from providing services to County under this Contract. The County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
10. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
11. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
12. **Disputes – Contract:**
 - A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

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1. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K, Termination.

13. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
16. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375

and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor must comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor must comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

17. **News/Information Release:** Contractor must not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through the County's Project Manager.
18. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor Name: Hazelden Betty Ford Foundation
 Attention: James Blaha, Vice President, CFO& CAO
 Address: 15251 Pleasant Valley Road
 Center City, MN 55012
 Telephone: (651) 213-4539
 Email: jblaha@hazeldenbettyford.org

With CC: Name: Hazelden Betty Ford Foundation
 Attention: General Counsel
 Address: 15251 Pleasant Valley Road
 Center City, MN 55012
 Telephone: (651) 213-4300
 E-mail: LegalDepartment@hazeldenbettyford.org

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Imelda Castaneda
 Address: 405 W 5th Street, Suite 600
 Santa Ana, CA 92701
 Telephone: (714) 834-3812
 E-mail: ICastaneda@ochca.com

CC: Name: County of Orange HCA/ Adult and Older Adult
 Services
 Attention: Ian Kemmer
 Address: 405 W. 5th Street Ste. 354
 Santa Ana CA 92701
 Telephone: 714-834-5481
 E-mail: IKemmer@ochca.com

19. **Precedence:** The Contract documents consist of this Contract and its Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the Attachments.
20. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
21. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

County of Orange, Health Care Agency
 Contractor: Hazelden Betty Ford Foundation

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22. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
23. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
24. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
25. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
26. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
28. **Contractor Personnel-Reference Check:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
29. **Contractor Personnel - Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.
- All Contractor's employees must wear uniforms, badges or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. Contractor must notify County in writing of the uniform and/or badges and/or other identification to be worn by Contractor employees prior to beginning work and no less than seven (7) days before any changes in the means of identification.
30. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance of this Contract shall be invalid and shall constitute a breach of this Contract.
31. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

(SIGNATURE PAGE FOLLOWS)

County of Orange, Health Care Agency
Contractor: Hazelden Betty Ford Foundation

Folder #: C026022
Contract #: MA-042-2001555

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Hazelden Betty Ford Foundation

James Blaha

Vice President, CFO/CAO

Print Name

Title

DocuSigned by:

James Blaha

4/23/2020

7771E8E919944CE...

Date

Mark Mishek

President and CEO

Print Name

Title

DocuSigned by:

Mark Mishek

4/23/2020

A3A99386D71148C...

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

Brittany McLean

4/23/2020

9713A4061D4343D...

Date

County of Orange, Health Care Agency
Contractor: Hazelden Betty Ford Foundation

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Contract #: MA-042-2001555

ATTACHMENT A**SCOPE OF WORK****SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM**

HCA is participating in a California Department of Health Care Services (DHCS) pilot program for the organized delivery of Health Care Services for Medi-Cal eligible individuals with SUD. This pilot program is known as the Drug Medi-Cal Organized Delivery System (DMC-ODS).

To maintain compliance with DHCS requirements for the DMC-ODS, HCA has implemented Hazelden Betty Ford Foundation's "Living in Balance" curriculum for SUD services. The "Living in Balance" curriculum is a federally-recognized evidence-based best practice. This Contract will provide assessments, training and coaching for all HCA SUD staff, including those at HCA-contracted providers, on additional evidence-based practices and curriculum including: Hazelden Co-occurring Disorders Program, Twelve Step Facilitation, and Comprehensive Opioid Response and the Twelve Steps (COR-12). In addition, all HCA SUD staff, including those at HCA-contracted providers, will be trained to provide trauma-responsive environments and how to embrace cultures of care and recovery. The implementation and usage of these practices and programs, in addition to "Living in Balance" and clinical supervision training, will ensure standardized consistency in approach and terminology throughout HCA's service delivery system.

These evidence-based best practices trainings and Train-the-Trainer curriculum and resources will ensure a standardized approach to SUD services throughout the continuum of care, as well as to track performance outcomes in a standardized approach across both HCA clinics and contracted providers.

Specific trainings include: utilization of evidence-based best practices and curricula; co-occurring disorders for clients with both SUD and mental health diagnosis; clinical supervision; ongoing support and mentorship for leaders and supervisors; and other trainings as needed.

Hazelden Betty Ford Foundation maintains the sole rights to sell and distribute the "Living in Balance" curriculum and trainings as well as training and coaching for the other above listed programs and services. Hazelden Betty Ford Foundation is the exclusive organization that can provide this "Living in Balance" federally-recognized evidence-based best practices trainings and Train-the-Trainer curriculum and resources that will meet HCA's needs to maintain compliance with DHCS requirements for the implementation of an evidence-based best practices approach to the DMC-ODS. Hazelden Betty Ford Foundation is also the exclusive organization that can provide the Hazelden Co-occurring Disorders program, Twelve Step Facilitation, and COR-12.

Tasks /Fees

Contractor shall plan and facilitate meetings at designated locations determined by County. Contractor shall provide Substance Use Trainings in person or virtual training to County staff as well as some Contract Staff:

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- Trainings shall be conducted, in County's sole discretion, either in person at a designated location to be determined by County's Project Manager or virtual (i.e., Zoom, online and webinar meetings, telephone calls, etc.).
- Trainings shall include: Co-Occurring Program Capabilities Assessments, Review and Implementation Planning, Administrator/Clinic Supervisor Training, Co-occurring Disorders and Family Program Counselor Training, Twelve Step Facilitation Training (with Co-Occurring Disorders Program), Building a Culture of Care and Recovery, COR-12 Training for Integrating Medication Assisted Treatment, Beyond the Waiver Training for Medical and Prescriber Partners and Co-Occurring Program Capabilities Assessments, Review and Improvement Planning
- Technical Assistance shall be provided by Contractor for support and mentorship during the course of trainings.
- Technical Assistance shall include virtual coaching/meetings, webinar and telephonic support calls focusing on Moving from Trauma Informed to Trauma Responsive, Support and Mentorship, Waiver Training for Prescribers and Co-Occurring Program Capabilities Assessments, Review and Improvement Planning
- Contractor shall develop a website or web pages on their existing website with the following components:
 - a. Promotional information including schedules of upcoming trainings a minimum of a month in advance of scheduled trainings;
 - b. Access to on-line registration links for the counselors/clinicians, supervisors, agency directors and program leadership to easily register with the ability to cancel registration when training can no longer be attended;
 - c. Feedback and opportunities for the participants to submit ideas for upcoming trainings or personal experiences in training by this contract;
 - d. Links for more information about behavioral health issues
 - e. Access to training materials at past trainings as appropriate and links to additional behavioral health education available online.
- Contractor shall develop procedures on gathering evaluation and data at the end of each training. Collected evaluation will measure the growth of skillsets of attendees and provide feedback on the trainer(s) and content. Also, suggestions, feedback and future training requests shall be collected to meet the needs of the community.
- Contractor shall establish and maintain a database sufficient to meet the reporting requirements by County. The reporting shall include, but not be limited to:
 - a. Name of trainings, date, time, location, and contact information for questions;
 - b. Curriculum of trainings, name of presenters, and number of attendees;
 - c. Narrative of challenges and success of providing services; and
 - d. For trainings with multiple sessions, Contractor shall also track and report attendance at each individual session.
- Contractor shall provide all training and curriculum materials necessary, including:
 - a. All materials and curriculum necessary to provide the services herein;
 - b. Co-Occurring Disorders Program materials;

- Twelve-Step Facilitation program materials; and
- Moving from Trauma-Informed to Trauma Response materials
- Contractor shall provide access to Hazelden OnDemand Digital Subscription. Contractor shall provide such access to County and Contract Staff and such access will be granted from the start date of the contract agreement.
- Contractor shall not engage in, or permit any of its employees or subcontractor, to conduct research activity on County Participants without obtaining prior written authorization from County's Project Manager.
- Contractor shall maintain records and create and provide statistical reports as required by County and the Department of Health Care Services (DHCS) on forms provided by either agency.
- Contractor shall train a total of 200 staff County operated and County contracted programs.
- Contractor shall provide outcome measures with at least 90% positive Training Survey results following each training or event to County's Project Manager.
- Contractor shall provide outcome reports for at least 80% of program implementation plans. Reports will be collected by Contractor and reviewed with County.
- Additional Reports – Upon County's request, Contractor shall make such additional reports as required by County as needed. County shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for Contractor to respond.

The Parties may mutually agree, in advance and in writing, to modify this Attachment A to the Contract.

ATTACHMENT B**COMPENSATION AND INVOICING****SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM**

1. **Compensation:** This is a Negotiated Rate Contract not to exceed the amount of \$ 844,000 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the fees in accordance with Attachment C of this Contract.

3. **Price Increase/Decreases:** No price increases are permitted during the period of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases must be automatically extended to the County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit is not allowed.

4. **Payment Terms- Payment in Arrears:** Invoices are paid monthly in arrears for the negotiated rate. Contractor shall be reimbursed for the cost of providing the services hereunder provided, however, the total of such payments does not exceed the Maximum Obligation. Contractor's costs are reimbursable pursuant to County, State, and Federal regulations. Contractor shall meet the schedule for payment in accordance with Attachment C.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
5. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. MA-042-2001555
- g. Date of invoice
- h. Product/service description, quantity, and prices
- i. Sales tax, if applicable
- j. Freight/delivery charges, if applicable
- k. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

Orange County Health Care Agency
 Procurement and Contract Services
 Attn: Imelda Castaneda
 405 W 5th Street, Suite 600
 Santa Ana, CA 92702
 Or via email to CSInvoices@ochca.com

6. Payment (Electronic Funds Transfer)

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

Maximum Obligation: \$844,000
 Basis for Reimbursement: Negotiated Rate set forth in Attachment C
 Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 07-134-0467

CONTRACTOR TAX ID Number: 41-0682405

<u>CFDA#</u>	<u>FAIN #</u>	<u>Program Services</u> <u>Title</u>	<u>Federal</u> <u>Funding</u> <u>Agency</u>	<u>Federal Award</u> <u>Date</u>	<u>Amount</u>	<u>R&D</u> <u>Award</u> <u>(Y/N)</u>	<u>Federal</u> <u>Indirect</u> <u>Rate</u>
93.959	T110062-20	SAPT BG	HHS	FFY 20 10/1/2019 TO 6/30/2021	\$19,276, 499	N	10%

County of Orange, Health Care Agency
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Attachment C**Cost Summary/Pricing****SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM**

Event/Service	Type of Training *The County to elect in its sole discretion if online training to be provided is necessary as opposed to onsite- face to face training	Month of Service and Payment Amount/ Tentative Dates
Co-occurring Program Capabilities Assessments, Review and Implementation Planning	1 Co-occurring Program Capability assessment	July 2020 \$142,275
Moving from Trauma-Informed to Trauma Responsive training	2 Moving from Trauma-Informed to Trauma Responsive trainings	
Administrator/Clinical Supervisor training	2 Administrator/clinical supervisor trainings	
Product orders placed		
Co-occurring Program Capabilities Assessments	3 Co-occurring Program Capabilities assessments	August 2020 \$72,480
Building a Culture of Care and Recovery	2 Building a Culture of Care and Recovery trainings	
Co-occurring Program Capabilities Assessments	3 Co-occurring Program Capabilities assessments	September 2020 \$94,907
Twelve Step Facilitation Training	1 Twelve Step Facilitation training	
Co-Occurring Disorders and Family Program Counselor Training	1 Co-Occurring Disorders and Family Program Counselor training	
Engagement of medical community	1 Waiver training webinar, for	

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in webinar for waiver training (no cost)	the prescribers	
Support and Mentorship Coaching	10 Virtual Support and Mentorship Coaching sessions	
Co-occurring Program Capabilities Assessments	3 Co-occurring Program Capabilities assessments	October 2020 \$82,407
Twelve Step Facilitation Training	1 Twelve Step Facilitation training	
Co-Occurring Disorders and Family Program Counselor Training	1 Co-Occurring Disorders and Family Program Counselor training	
Waiver Training (no cost)	1 Waiver training	
Support and Mentorship Coaching	3 Virtual support and Mentorship Coaching sessions	
Twelve Step Facilitation Training	1 Twelve Step Facilitation training	November 2020 \$126,178
Co-Occurring Disorders and Family Program Counselor Training	1 Co-Occurring Disorders and Family Program Counselor training	
Beyond the Waiver Training	2 Beyond the Waiver trainings	
Support and Mentorship Coaching	3 Virtual support and Mentorship Coaching sessions	
Product orders placed		
Twelve Step Facilitation Training	1 Twelve Step Facilitation training	December 2020 \$34,827
Co-Occurring Disorders and Family Program Counselor Training	1 Co-Occurring Disorders and Family Program Counselor	

	training	
Waiver Training (no cost)	1 Waiver Training	
Support and Mentorship Coaching	4 Virtual Support and Mentorship Coaching sessions	
Co-Occurring Disorders and Family Program Counselor Training	1 Co-Occurring Disorders and Family Program Counselor training	
Twelve Step Facilitation Training	1 Twelve Step Facilitation training	January 2021 \$33,327
Support and Mentorship Coaching	3 Virtual Support and Mentorship Coaching sessions	
COR-12 Trainings	3 COR-12 trainings	
Co-occurring Program Capabilities Assessments, 6-9 Months Review and Improvement Planning	3 Co-occurring Program Capabilities assessments, 6-9 Months Review and Improvement Planning	February 2021 \$107,079
Support and Mentorship Coaching	3 Virtual Support and Mentorship Coaching sessions	
Co-occurring Program Capabilities Assessments, 6-9 Months Review and Improvement Planning	2 Co-occurring Program Capabilities Assessments, 6-9 Months Review and Improvement Planning	March 2021 \$28,720
Support and Mentorship Coaching	4 Virtual Support and Mentorship Coaching sessions	
Co-occurring Program Capabilities Assessments, 6-9 Months Review and Improvement Planning	3 Co-occurring Program Capabilities Assessments, 6-9 Months Review and Improvement Planning	April 2021 \$38,580

Support and Mentorship Coaching	3 Virtual Support and Mentorship Coaching sessions	
Co-occurring Program Capabilities Assessments, 6-9 Months Review and Improvement Planning	2 Co-occurring Program Capabilities Assessments, 6-9 Months Review and Improvement Planning	May 2021 \$27,220
Support and Mentorship Coaching	3 Virtual Support and Mentorship Coaching sessions	
Co-occurring Program Capabilities Assessments, 12 Months Review and Improvement Planning	Co-occurring Program Capabilities Assessments, 12 Months Review and Improvement Planning	June 2021 \$56,000
Support and Mentorship Coaching	4 Virtual Support and Mentorship Coaching sessions	Grand Total \$844,000

*Due to the current Country health concerns, some of the services/trainings that were planned to be on site and face to face trainings may need to be change, at the sole discretion of County, to online trainings to the extent such online trainings comply and meet DHCS requirements.