

1 AGREEMENT FOR PROVISION OF
2 COMMUNITY-BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 WAYMAKERS
7 JULY 1, 2019 THROUGH JUNE 30, 2021
8

9 THIS AGREEMENT entered into this 1st day of July (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
11 WAYMAKERS, a California (nonprofit corporation), (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Agreement shall be administered by the Director of the COUNTY's Health Care Agency
14 or an authorized designee ("ADMINISTRATOR").
15

16 **W I T N E S S E T H:**
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Community
19 Based Alcohol and Other Drug Prevention Services described herein to the residents of Orange County;
20 and

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

23 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
24 herein, COUNTY and CONTRACTOR do hereby agree as follows:
25

26 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
27 herein, COUNTY and CONTRACTOR do hereby agree as follows:
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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 through June 30, 2021
Period One means the period from July 1, 2019 through June 30, 2020
Period Two means the period from July 1, 2020 through June 30, 2021

Maximum Obligation: \$3,600,000.00
Period One Maximum Obligation: \$1,800,000.00
Period Two Maximum Obligation: \$1,800,000.00
TOTAL MAXIMUM OBLIGATION: \$3,600,000.00

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 126735729

CONTRACTOR TAX ID Number: 95-3167866

Notices to COUNTY and CONTRACTOR:

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

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

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I. ACRONYMS

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

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AE. FFS	Fee For Service
35	AF. FSP	Full Service Partnership
36	AG. FTE	Full Time Equivalent
37	AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

8

9

II. ALTERATION OF TERMS

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

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

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III. ASSIGNMENT OF DEBTS

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

26

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IV. COMPLIANCE

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

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

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 35 compliance program, code of conduct and any compliance related policies and procedures.
 36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
 37 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

1 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
2 this Agreement. These elements include:

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

10 3. If CONTRACTOR does not provide proof of its own compliance program to
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
12 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
13 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
14 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of
15 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete
16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
32 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
33 related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
35 retained to provide services related to this Agreement semi-annually to ensure that they are not
36 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
37 the General Services Administration's Excluded Parties List System or System for Award Management,

1 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and
2 the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's
3 Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

4 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
5 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
6 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
7 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
8 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
9 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
10 CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

37 //

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

8 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
9 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

25 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
26 Individuals relative to this Agreement. This includes compliance with federal and state healthcare
27 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
28 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

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

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and

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

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7 **VI. CONFLICT OF INTEREST**

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

16
17 **VII. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____ for the cost report period
6 beginning _____ and ending _____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

19 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

37 //

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

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

7
8 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

14 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
15 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
16 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
17 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
18 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
19 part, without the prior written consent of COUNTY.

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

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

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

37 //

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

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

9 6. COUNTY reserves the right to immediately terminate the Agreement in the event
10 COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise
11 unacceptable to COUNTY for the provision of services under the Agreement.

12 C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by
13 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,
14 meet the requirements of this Agreement as they relate to the service or activity under subcontract,
15 include any provisions that ADMINISTRATOR may require, and are authorized in writing by
16 ADMINISTRATOR prior to the beginning of service delivery.

17 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the
18 subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor
19 subsequently fails to meet the requirements of this Agreement or any provisions that
20 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
21 by CONTRACTOR.

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

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

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

29 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR’s
30 status with respect to name changes that do not require an assignment of the Agreement.
31 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
32 to any litigation against COUNTY, or a party to litigation that may reasonably affect the
33 CONTRACTOR’s performance under the Contract, as well as any potential conflicts of interest between
34 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.
35 While CONTRACTOR will be required to provide this information without prompting from COUNTY
36 any time there is a change in CONTRACTOR’s name, conflict of interest or litigation status,
37 //

1 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
2 requested by COUNTY.

3 **X. DISPUTE RESOLUTION**

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

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

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

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

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

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

32
33 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

34 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
35 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
36 consultants performing work under this Agreement meet the citizenship or alien status requirements set
37 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,

1 subcontractors, and consultants performing work hereunder, all verification and other documentation of
 2 employment eligibility status required by federal or state statutes and regulations including, but not
 3 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 4 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 5 covered employees, subcontractors, and consultants for the period prescribed by the law.

6 7 **XII. EQUIPMENT**

8 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 9 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 10 ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively
 11 Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
 12 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
 13 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
 14 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
 15 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
 16 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
 17 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 18 depreciated according to GAAP.

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

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

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

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

37 //

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

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

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

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

12
13 **XIII. EXPENDITURE AND REVENUE REPORT**

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

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

20
21 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

27 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
28 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum
29 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the
30 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an
31 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
32 provide services, staffing, facilities or supplies.

33
34 **XV. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
 2 including but not limited to personal injury or property damage, arising from or related to the services,
 3 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 6 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
 7 request a jury apportionment.

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

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

24 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
 25 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
 26 CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved,
 27 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 28 Agreement, agrees to all of the following:

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

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

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

1 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 2 this Agreement, the COUNTY may terminate this Agreement.

3 F. QUALIFIED INSURER

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

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

12 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 13 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	\$2,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty (Client Coverage)	\$1,000,000 per occurrence

34 H. REQUIRED COVERAGE FORMS

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

37 //

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

23 M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
24 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
25 Certificate of Insurance.

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

31 O. If CONTRACTOR’s Professional Liability are “Claims -Made” policies, CONTRACTOR shall
32 agree to maintain coverage for two (2) years following the completion of the Agreement.

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

35 Q. Insurance certificates should be forwarded to the agency/department address listed on the
36 solicitation.

37 //

1 R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
2 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
3 made to the next qualified vendor.

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

8 T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
9 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
10 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
11 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
12 to all legal remedies.

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

16 V. SUBMISSION OF INSURANCE DOCUMENTS

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

- 18 a. Prior to the start date of this Agreement.
- 19 b. No later than the expiration date for each policy.
- 20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
21 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

37 //

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

5 **XVI. INSPECTIONS AND AUDITS**

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

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

20 C. AUDIT RESPONSE

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

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

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

36 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
37 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,

1 financial, programmatic or any other type of audit of CONTRACTOR’s operations, whether or not the
2 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

3
4 **XVII. LICENSES AND LAWS**

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

13 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
15 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
16 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
17 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
18 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
19 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

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

- 33 1. ARRA of 2009.
- 34 2. Trafficking Victims Protection Act of 2000.
- 35 3. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 36 4. CCC §§1798.80 through 1798.84, Customer Records.
- 37 5. CCC §1798.85, Confidentiality of Social Security Numbers.

- 1 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
2 Security.
- 3 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
4 Master Plans.
- 5 8. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 6 9. HSC, §11876, Narcotic Treatment Programs.
- 7 10. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 8 11. Code of Federal Regulations, Title 42, Public Health.
- 9 12. 2 CFR 230, Cost Principles for Nonprofit Organizations.
- 10 13. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 11 14. 41 CFR 50, Public Contracts and Property Management.
- 12 15. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 13 16. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
14 prevention and treatment block grants and/or projects for assistance in transition from homelessness
15 grants.
- 16 17. 45 CFR 93, New Restrictions on Lobbying.
- 17 18. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 18 19. 45 CFR 96.132, Additional Agreements.
- 19 20. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 20 21. 45 CFR 160, General Administrative Requirements.
- 21 22. 45 CFR 162, Administrative Requirements.
- 22 23. 45 CFR 164, Security and Privacy.
- 23 24. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 24 25. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 25 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
26 Contracting and Financial Transactions.
- 27 27. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
28 National Institute on Drug Abuse.
- 29 28. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
30 Administration.
- 31 29. 42 USC §290dd-2, Confidentiality of Records.
- 32 30. 42 USC §1320(a), Uniform reporting systems for health services facilities and
33 organizations.
- 34 31. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 35 32. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 36 33. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 37 34. 42 USC §2000d, Civil Rights Act of 1964.

1 35. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
4 Grants Policy Statement (10/13).

5 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-
6 Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.

7 38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
8 Manual.

9 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
10 Program Certification Standards, March 2004.

11 40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and
12 77143(a).

13 41. State of California, Department of Health Care Services ASRS Manual.

14 42. State of California, Department of Health Care Services DPFS Manual.

15 43. HSC §123145.

16 44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

17
18 **XVIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

37 //

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

3
4 **XIX. MAXIMUM OBLIGATION**

5 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
6 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as
7 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in
8 Subparagraph B. below.

9 B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,
10 ADMINISTRATOR may increase or decrease the Period One and Period Two Maximum Obligations,
11 provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of
12 COUNTY as specified in the Referenced Contract Provisions of this Agreement.

13 C. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
14 percent (10%) of funding for this Agreement.

15
16 **XX. MINIMUM WAGE LAWS**

17 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
18 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
19 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
20 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
21 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
22 providing services pursuant to this Agreement be paid no less than the greater of the federal or
23 California Minimum Wage.

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

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

31
32 **XXI. NONDISCRIMINATION**

33 **A. EMPLOYMENT**

34 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
35 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any
36 employee or applicant for employment because of his/her race, religious creed, color, national origin,
37 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

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

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

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

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

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

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

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

1 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
2 paragraph, discrimination includes, but is not limited to the following based on one or more of the
3 factors identified above:

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

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

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

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

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

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
36 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
37 //

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
2 state or COUNTY funds.

3
4 **XXII. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

24
25 **XXIII. NOTIFICATION OF DEATH**

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

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

31 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
32 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
33 served pursuant to this Agreement; notice need only be given during normal business hours.

34 2. WRITTEN NOTIFICATION

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

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

4 c. When notification via encrypted email is not possible or practical CONTRACTOR may
5 hand deliver or fax to a known number said notification.

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

10
11 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

19
20 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

26 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
27 preparation, and confidentiality of records related to Client records are met at all times.

28 D. CONTRACTOR shall retain all financial records for a minimum of [seven (7)/ten (10)] years
29 from the commencement of the contract, unless a longer period is required due to legal proceedings such
30 as litigations and/or settlement of claims.

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

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

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

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

4
5 **XXVI. RESEARCH AND PUBLICATION**

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

9
10 **XXVII. SEVERABILITY**

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

16
17 **XXVIII. SPECIAL PROVISIONS**

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

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

37 //

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

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

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

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

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

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

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

14 16. Assisting, promoting, or deterring union organizing.

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

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

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

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

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

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

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

26
27 **XXIX. STATUS OF CONTRACTOR**

28 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
29 wholly responsible for the manner in which it performs the services required of it by the terms of this
30 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
31 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
32 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
33 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
34 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
35 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
36 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
37 //

1 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
2 shall not be considered in any manner to be COUNTY's employees.

3
4 **XXX. TERM**

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

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

13
14 **XXXI. TERMINATION**

15 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'
16 written notice given the other Party.

17 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative
18 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be
19 subject to the issuance of a CAP for the failure to perform to the level of contracted objectives,
20 continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed
21 within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld
22 until CAP is resolved and/or the Agreement could be terminated.

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

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

- 29 1. The loss by CONTRACTOR of legal capacity.
- 30 2. Cessation of services.
- 31 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
32 another entity without the prior written consent of COUNTY.
- 33 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
34 required pursuant to this Agreement.
- 35 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
36 this Agreement.

37 //

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

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

7 E. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

29 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
30 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
31 orderly transfer.

32 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
33 Client's best interests.

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

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

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

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

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

13
14 **XXXII. THIRD PARTY BENEFICIARY**

15 Neither Party hereto intends that this Agreement shall create rights hereunder in third parties
16 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
17 Agreement.

18
19 **XXXIII. WAIVER OF DEFAULT OR BREACH**

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

25 //
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37 //

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

3
4 WAYMAKERS

5
6 BY:  _____
7 D52CE6A8FA7D448...

4/15/2019

DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____

DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____

DATED: _____

22 HEALTH CARE AGENCY

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

27
28
29 BY:  _____
30 79055CA571A94F8...

4/18/2019

DATED: _____

31 DEPUTY

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

EXHIBIT A TO
 AGREEMENT FOR PROVISION OF
 COMMUNITY-BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 WAYMAKERS
 JULY 1, 2019 THROUGH JUNE 30, 2021

I. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>	<u>Total</u>
ADMINISTRATIVE COST			
Indirect	\$ 154,796	\$ 154,796	\$ 309,592
SUBTOTAL	\$ 154,796	\$ 154,796	\$ 309,592
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$ 650,832	\$ 650,832	\$1,301,664
Benefits	158,936	158,936	317,872
Services and Supplies	295,436	295,436	590,872
Subcontracts	<u>540,000</u>	<u>540,000</u>	<u>1,080,000</u>
SUBTOTAL PROGRAM COST	\$1,645,204	\$1,645,204	\$3,290,408
TOTAL COST	\$1,800,000	\$1,800,000	\$3,600,000

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. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from

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

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

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

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

9
10 CFDA Year: 2015
11 CFDA No.: 93.959
12 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)
13 Federal Agency: Department of Health and Human Services/ Substance Abuse and
14 Mental Health Services Administration
15 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract
16

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

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

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

25 **II. DEFINITIONS**

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

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

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

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

33 D. ADEPT Provider Manual: The Provider Manual designed by ADEPT to describe the specific
34 services to be performed by AOD providers. It provides guidance, instructions, Goals, Performance
35 Objectives, and Evaluation components.

36 //
37 //

1 E. Backbone Organization: The entity responsible for implementing AOD prevention activities
 2 according to the Collective Impact model that emphasizes community-wide collaboration, common goal
 3 setting and objectives, evaluation, and ongoing communication with partners and the community.

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

11 G. Circumstances of Last Drink Survey: A local data surveillance project led by the County of
 12 Orange Health Care Agency administered to DUI offenders at time of conviction to better understand
 13 arrest details, substance(s) used prior to arrest, history of past impaired driving, and location of last
 14 drink.

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

17 I. Collective Impact Approach: The commitment by a group from different sectors to identify a
 18 common agenda to solve a complex social problems, such as AOD.

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

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

25 L Educational Workshop: A prevention activity involving the Presentation of information on
 26 substance abuse issues with an emphasis on interaction and the exchange of information among
 27 participants.

28 M. Evaluation: Systematic collection, analysis, and use of program information for multiple
 29 purposes, including monitoring, program improvement, outcome assessment, and planning.

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

31 O. Faith-Based Organization: A generic term that refers to any organization, group or
 32 congregation (such as a church, synagogue, parish, mosque, or temple) that has a faith element
 33 integrated into its structure.

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

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

1 R. Impaired Driving: The behavior of operating a vehicle while under the influence of alcohol
2 and/or other drugs.

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

6 T. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of
7 prevention services adopted by the IOM, where prevention programs are organized along a targeted
8 audience continuum and prevention intervention is based on a combination of Risk and Protective
9 Factors associated with substance abuse. This continuum is divided into prevention, treatment, and
10 maintenance categories, and the prevention category is divided into universal, selective, and indicated
11 prevention classifications.

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

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

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

19 V. Media Literacy: An examination of the techniques, technologies and institutions that are
20 involved in media production, the ability to critically analyze media messages and a recognition of the
21 role that audiences play in making meaning from those messages.

22 W. Off-Sale Alcohol Establishment: An establishment licensed to sell alcohol for consumption off
23 premise. Examples of off-sale alcohol establishments include liquor stores and grocery stores.

24 X. On-Sale Alcohol Establishment: An establishment licensed to sell alcohol for consumption on
25 premise. Examples of on-sale alcohol establishments include bars and restaurants.

26 Y. Outcome: Measurable change that occurs as a result of a program’s overall performance in
27 implementing its planned Activities.

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

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

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

35 AC. Program Identity Item: An item used for the purpose of marketing, promoting and creating
36 awareness of a program’s initiative, message or event.

37 //

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

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

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

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

14 AH. Sustainability: The process through which a prevention system becomes a norm and is integrated
 15 into on-going operations.

16 AH. Technical Assistance: Services provided by staff to provide guidance to prevention programs,
 17 community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention
 18 activities.

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

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

27 28 **III. PAYMENTS**

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

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

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

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

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

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

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

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

25
26 **IV. REPORTS**

27 **A. EXPENDITURE REPORTS**

28 CONTRACTOR shall submit Expenditure and Revenue reports to ADMINISTRATOR in support of the
29 monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and
30 shall report actual costs and revenues for each of the CONTRACTOR's program(s) or cost center(s)
31 described in the Services Paragraph of this Exhibit A to the Agreement. These reports are due to
32 ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month
33 being reported.

34 **B. PROJECTION REPORTS**

35 CONTRACTOR shall submit quarterly Projection Reports to ADMINISTRATOR. These reports shall
36 be on a form approved or provided by ADMINISTRATOR and shall include actual costs and
37 anticipated year-end costs for each of the CONTRACTOR's program(s) or cost center(s) described in

1 the Services Paragraph of this Exhibit A to the Agreement. These reports are due to
 2 ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month
 3 being reported.

4 C. QUARTERLY PROGRESS REPORTS

5 CONTRACTOR shall submit quarterly Progress Reports to ADMINISTRATOR. These reports shall be
 6 in a format provided by ADMINISTRATOR, and document progress toward Performance Objectives,
 7 project successes, coordinating a Collective Impact approach, barriers to implementation, staff changes
 8 and reasons for staff changes, and plans for the following quarter. CONTRACTOR shall submit
 9 supporting documentation with each Quarterly Progress Report including, but not limited to, tracking
 10 measures, materials developed, and Evaluation results. Quarterly Reports are due on the following dates:

11 1. Period One Reports:

- 12 a. Quarter 1: July 1, 2019 through September 30, 2019, due October 15, 2019
- 13 b. Quarter 2: October 1, 2019 through December 31, 2019, due January 15, 2020
- 14 c. Quarter 3: January 1, 2020 through March 31, 2020, due April 15, 2020

15 2. Period Two Reports:

- 16 a. Quarter 1: July 1, 2020 through September 30, 2020, due October 15, 2020
- 17 b. Quarter 2: October 1, 2020 through December 31, 2020, due January 15, 2021
- 18 c. Quarter 3: January 1, 2021 through March 31, 2021, due April 15, 2021

19 D. FOURTH QUARTER/YEAR-END REPORT

20 CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period One
 21 by July 31, 2020 and for Period Two by July 31, 2021. The report shall include an Evaluation section
 22 which shall contain, but not be limited to, an analysis of the effectiveness of the AOD prevention
 23 strategies implemented toward reaching Performance Objectives, a discussion of successes, barriers
 24 encountered, and recommendations for future projects. CONTRACTOR shall use the report format
 25 provided by ADMINISTRATOR.

26 E. STAFFING REPORTS

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

33 F. PRIMARY PREVENTION SUBSTANCE USE DISORDER DATA SERVICE (PPSDS)

34 CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the
 35 California Department of Health Care Services, Substance Use Disorder Program, Policy and Fiscal
 36 Division, Policy and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and
 37 report on the service populations as defined in the IOM model. ADMINISTRATOR shall make

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

3 G. ADDITIONAL REPORTS

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

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

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

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

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

21
22 **V. SERVICES**

23 A. CONTRACTOR shall provide community-based alcohol and other drug prevention services in
24 the selected cities and school districts in Orange County, in accordance with, and as defined in the
25 ADEPT Provider Manual furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services
26 are provided in:

- 27 1. Support of COUNTY’s FY 2018-2023 prevention strategic plan;
- 28 2. Alignment with the SPF process; and
- 29 3. Alignment with CSAP prevention strategies.

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

33 C. CONTRACTOR shall serve as the Collective Impact Backbone Organization for projects
34 described within Focus Areas A and B. For this process, CONTRACTOR shall work with adults,
35 businesses, community members, faith-based communities, families, alcohol establishments,
36 neighborhood groups, schools, youth-serving organizations, law enforcement agencies, municipalities,
37 parents, youth, and any other interested persons and groups within the identified cities and school

1 | district communities for the purpose of using a Collective Impact approach to reduce alcohol and/or
2 | drug impaired driving and underage substance use.

3 | D. CONTRACTOR shall provide services and activities to address:

- 4 | 1. Focus Area A: Alcohol and/or Drug Impaired Driving Prevention Services
- 5 | 2. Focus Area B: Underage Substance Use Prevention Services

6 | E. PERIOD ONE PERFORMANCE OBJECTIVES

- 7 | 1. Focus Area A: Alcohol and/or Other Drug Impaired Driving Prevention Services.

8 | CONTRACTOR shall work to achieve the following Performance Objectives by June 30, 2020, unless
9 | otherwise noted.

10 | a. Project One (1) – Costa Mesa

11 | 1) By January 1, 2020, outreach to all on-sale alcohol establishments in Costa Mesa
12 | identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving,
13 | including responsible beverage service training and social ride sharing.

14 | 2) Provide responsible beverage service training to at least fifty (50) persons who
15 | serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol
16 | establishments within Costa Mesa.

17 | 3) Provide responsible beverage service training to at least fifty (50) persons who
18 | serve alcoholic beverages from a minimum of fifty percent (50%) of Costa Mesa on-sale licensed
19 | alcohol establishments identified by data from the Circumstances of Last Drink survey, unduplicated
20 | from Objective b.

21 | 4) Provide responsible beverage service training to at least ten (10) managers/owners
22 | from Costa Mesa on-sale licensed alcohol establishments identified by data from the Circumstances of
23 | Last Drink survey.

24 | 5) By October 1, 2019, submit a plan that describes how social ride sharing will be
25 | promoted to on-sale licensed alcohol establishments within Costa Mesa.

26 | 6) Work with at least twenty-five percent (25%) of on-sale licensed alcohol
27 | establishments within Costa Mesa to promote social ride sharing to patrons.

28 | 7) Support a minimum of ten (10) driving under the influence enforcement operations
29 | in Costa Mesa.

30 | 8) Provide a minimum of three (3) technical assistance sessions to at least six (6)
31 | different youth groups in Costa Mesa for the purpose of implementing youth-led activities designed to
32 | prevent impaired driving.

33 | 9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired
34 | driving within Costa Mesa that includes:

- 35 | a) A common agenda;
- 36 | b) How community members will be included;
- 37 | c) How partners will be involved;

- 1 d) How continuous communication among partners will occur;
- 2 e) What the system of shared measurement will be; and
- 3 f) Timeline
- 4 10) By January 31, 2020, in collaboration with the Collective Impact partners, develop
- 5 a logic model for reducing impaired driving within Costa Mesa.
- 6 b. Project Two (2) – Fullerton
- 7 1) By January 1, 2020, outreach to all on-sale alcohol establishments in Fullerton
- 8 identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving,
- 9 including responsible beverage service training and social ride sharing.
- 10 2) Provide responsible beverage service training to at least forty (40) persons who
- 11 serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol
- 12 establishments within Fullerton.
- 13 3) Provide responsible beverage service training to at least forty (40) persons who
- 14 serve alcoholic beverages from a minimum of fifty percent (50%) of Fullerton on-sale licensed alcohol
- 15 establishments identified by data from the Circumstances of Last Drink survey, unduplicated from
- 16 Objective b.
- 17 4) Provide responsible beverage service training to at least ten (10) managers/owners
- 18 from Fullerton on-sale licensed alcohol establishments identified by data from the Circumstances of
- 19 Last Drink survey.
- 20 5) By October 1, 2019, submit a plan that describes how social ride sharing will be
- 21 promoted to on-sale licensed alcohol establishments within Fullerton.
- 22 6) Work with at least twenty-five percent (25%) of on-sale licensed alcohol
- 23 establishments within Fullerton to promote social ride sharing to patrons.
- 24 7) Support a minimum of ten (10) driving under the influence enforcement operations
- 25 in Fullerton.
- 26 8) Provide a minimum of three (3) technical assistance sessions to at least six (6)
- 27 different youth groups in Fullerton for the purpose of implementing youth-led activities designed to
- 28 prevent impaired driving.
- 29 9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired
- 30 driving within Fullerton that includes:
- 31 a) A common agenda;
- 32 b) How community members will be included;
- 33 c) How partners will be involved;
- 34 d) How continuous communication among partners will occur;
- 35 e) What the system of shared measurement will be; and
- 36 f) Timeline
- 37 //

1 10) By January 31, 2020, in collaboration with the Collective Impact partners, develop
2 a logic model for reducing impaired driving within Fullerton.

3 c. Project Three (3) – Huntington Beach

4 1) By January 1, 2020, outreach to all on-sale alcohol establishments in Huntington
5 Beach identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired
6 driving, including responsible beverage service training and social ride sharing.

7 2) Provide responsible beverage service training to at least fifty (50) persons who
8 serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol
9 establishments within Huntington Beach.

10 3) Provide responsible beverage service training to at least fifty (50) persons who
11 serve alcoholic beverages from a minimum of fifty percent (50%) of Huntington Beach on-sale licensed
12 alcohol establishments identified by data from the Circumstances of Last Drink survey, unduplicated
13 from Objective b.

14 4) Provide responsible beverage service training to at least ten (10) managers/owners
15 from Huntington Beach on-sale licensed alcohol establishments identified by data from the
16 Circumstances of Last Drink survey.

17 5) By October 1, 2019, submit a plan that describes how social ride sharing will be
18 promoted to on-sale licensed alcohol establishments within Huntington Beach.

19 6) Work with at least twenty-five percent (25%) of on-sale licensed alcohol
20 establishments within Huntington Beach to promote social ride sharing to patrons.

21 7) Support a minimum of ten (10) driving under the influence enforcement operations
22 in Huntington Beach.

23 8) Provide a minimum of three (3) technical assistance sessions to at least six (6)
24 different youth groups in Huntington Beach for the purpose of implementing youth-led activities
25 designed to prevent impaired driving.

26 9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired
27 driving within Huntington Beach that includes:

- 28 a) A common agenda;
- 29 b) How community members will be included;
- 30 c) How partners will be involved;
- 31 d) How continuous communication among partners will occur;
- 32 e) What the system of shared measurement will be; and
- 33 f) Timeline

34 10) By January 31, 2020, in collaboration with the Collective Impact partners, develop
35 a logic model for reducing impaired driving within Huntington Beach.

36 d. Project Four (4) – Orange

37 //

1) By January 1, 2020, outreach to all on-sale alcohol establishments in Orange identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving, including responsible beverage service training and social ride sharing.

2) Provide responsible beverage service training to at least forty (40) persons who serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol establishments within Orange.

3) Provide responsible beverage service training to at least forty (40) persons who serve alcoholic beverages from a minimum of fifty percent (50%) of Orange on-sale licensed alcohol establishments identified by data from the Circumstances of Last Drink survey, unduplicated from Objective b.

4) Provide responsible beverage service training to at least ten (10) managers/owners from Orange on-sale licensed alcohol establishments identified by data from the Circumstances of Last Drink survey.

5) By October 1, 2019, submit a plan that describes how social ride sharing will be promoted to on-sale licensed alcohol establishments within Orange.

6) Work with at least twenty-five percent (25%) of on-sale licensed alcohol establishments within Orange to promote social ride sharing to patrons.

7) Support a minimum of ten (10) driving under the influence enforcement operations in Orange.

8) Provide a minimum of three (3) technical assistance sessions to at least six (6) different youth groups in Orange for the purpose of implementing youth-led activities designed to prevent impaired driving.

9) By October 31, 2019, submit a Collective Impact plan that aims to reduce impaired driving within Orange that includes:

- a) A common agenda;
- b) How community members will be included;
- c) How partners will be involved;
- d) How continuous communication among partners will occur;
- e) What the system of shared measurement will be; and
- f) Timeline

10) By January 31, 2020, in collaboration with the Collective Impact partners, develop a logic model for reducing impaired driving within Orange.

2. Focus Area B: Underage Substance Use Prevention Services

a. Project Five (5) – Capistrano Unified School District (CUSD)

1) Educate at least two thousand one hundred (2,100) youth within CUSD and/or the surrounding cities using an evidence-based curriculum designed to prevent youth substance use.

//

1 2) Train two thousand one hundred (2,100) youth within CUSD and/or the
2 surrounding cities on media literacy using evidence-informed practices.

3 3) At least eighty percent (80%) of two thousand one hundred (2,100) youth in CUSD
4 and/or surrounding cities shall report an increased competency of media literacy skills, as measured by
5 pre-post assessments.

6 4) Facilitate at least eight (8) youth-led leadership activities, with a minimum of three
7 (3) different youth groups within the surrounding cities of CUSD, designed to prevent substance use
8 among youth.

9 5) By December 31, 2019, submit a plan that describes how staff from off-sale retail
10 establishments within the surrounding cities of CUSD will be educated on strategies to reduce youth
11 exposure to alcohol advertising in order to decrease underage drinking.

12 6) Outreach to at least forty (40) off-sale licensed alcohol retail establishments from at
13 least three (3) surrounding cities of CUSD on strategies to reduce youth exposure to alcohol advertising.

14 7) By October 31, 2019, submit a Collective Impact plan that aims to reduce underage
15 substance use within the surrounding cities of CUSD that includes:

- 16 a) A common agenda;
- 17 b) How community members will be included;
- 18 c) How partners will be involved;
- 19 d) How continuous communication among partners will occur;

20 What the system of shared measurement will be; and

21 Timeline

22 8) By January 31, 2020, in collaboration with the Collective Impact partners, develop
23 a logic model for reducing substance abuse among youth within the surrounding cities of CUSD.

24 b. Project Six (6) – Newport Mesa Unified School District (NMUSD)

25 1) Educate at least nine hundred (900) youth within NMUSD and/or the surrounding
26 cities using an evidence-based curriculum designed to prevent youth substance use.

27 2) Train at least nine hundred (900) youth within NMUSD and/or the surrounding
28 cities on media literacy using evidence-informed practices.

29 3) At least eighty percent (80%) of nine hundred (900) youth within NMUSD and/or
30 surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post
31 assessments.

32 4) Facilitate at least eight (8) youth-led leadership activities, with a minimum of three
33 (3) different youth groups within the surrounding cities of NMUSD, designed to prevent substance use
34 among youth.

35 5) By December 31, 2019, submit a plan that describes how staff from off-sale retail
36 establishments within the surrounding cities of NMUSD will be educated on strategies to reduce youth
37 exposure to alcohol advertising in order to decrease underage drinking.

1 6) Outreach to at least forty (40) off-sale licensed alcohol retail establishments within
2 the surrounding cities of NMUSD on strategies to reduce youth exposure to alcohol advertising.

3 7) By October 31, 2019, submit a Collective Impact plan that aims to reduce underage
4 substance use within the surrounding cities of NMUSD that includes:

- 5 a) A common agenda;
- 6 b) How community members will be included;
- 7 c) How partners will be involved;
- 8 d) How continuous communication among partners will occur;
- 9 e) What the system of shared measurement will be; and
- 10 f) Timeline

11 8) By January 31, 2020, in collaboration with the Collective Impact partners, develop
12 a logic model for reducing substance abuse among youth within the surrounding cities of NMUSD.

13 F. Supporting Activities for each project – CONTRACTOR shall provide the following supporting
14 activities by June 30, 2020:

15 1. Focus Area A – Alcohol and/or Other Drug Impaired Driving Prevention Services

16 a. Project 1 and 3 – Costa Mesa and Huntington Beach

- 17 1) Seventy-five (75) community collaborations;
- 18 2) One hundred (100) information disseminations;
- 19 3) Five (5) trainings; and
- 20 4) Three (3) media inputs

21 b. Project 2 and 4 – Fullerton and Orange

- 22 1) Sixty (60) community collaborations;
- 23 2) Eighty (80) information disseminations;
- 24 3) Five (5) trainings; and
- 25 4) Three (3) media inputs

26 2. Focus Area B – Underage Substance Use Prevention Services

27 a. Project 5 – Capistrano Unified School District

- 28 1) Thirty-eight (38) community collaborations;
- 29 2) Seventy (70) information disseminations;
- 30 3) Ten (10) trainings; and
- 31 4) Three (3) media inputs

32 b. Project 6 – Newport Mesa Unified School District

- 33 1) Twenty-seven (27) community collaborations;
- 34 2.) Fifty-six (56) information disseminations;
- 35 3.) Five (5) trainings; and
- 36 4.) Two (2) media inputs

37 //

1 G. PERIOD TWO PERFORMANCE OBJECTIVES

2 1. Focus Area A: Alcohol and/or Other Drug Impaired Driving Prevention Services

3 2. In support of Subparagraph D. above, CONTRACTOR shall work to achieve the following
4 Performance Objectives by June 30, 2021, unless otherwise noted:

5 a. Project One (1) – Costa Mesa

6 1) By January 1, 2021, outreach to all on-sale alcohol establishments in Costa Mesa
7 identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving,
8 including responsible beverage service training and social ride sharing.

9 2) Provide responsible beverage service training to at least fifty (50) persons who
10 serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol
11 establishments within Costa Mesa.

12 3) Provide responsible beverage service training to at least fifty (50) persons who
13 serve alcoholic beverages from a minimum of fifty percent (50%) of Costa Mesa on-sale licensed
14 alcohol establishments identified by data from the Circumstances of Last Drink survey, unduplicated
15 from Objective b.

16 4) Provide responsible beverage service training to at least ten (10) managers/owners
17 from Costa Mesa on-sale licensed alcohol establishments identified by data from the Circumstances of
18 Last Drink survey.

19 5) Work with at least twenty-five percent (25%) of on-sale licensed alcohol
20 establishments within Costa Mesa to promote social ride sharing to patrons.

21 6) Support a minimum of ten (10) driving under the influence enforcement operations
22 in Costa Mesa.

23 7) Provide a minimum of three (3) technical assistance sessions to at least six (6)
24 different youth groups in Costa Mesa for the purpose of implementing youth-led activities designed to
25 prevent impaired driving.

26 8) By October 31, 2020, submit an updated Collective Impact plan that discusses any
27 changes made to the common agenda; additional community members who have become involved in the
28 process; revisions to the shared measurement process; and adjustments made to the timeline.

29 b. Project Two (2) – Fullerton

30 1) By January 1, 2021, outreach to all on-sale alcohol establishments in Fullerton
31 identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving,
32 including responsible beverage service training and social ride sharing.

33 2) Provide responsible beverage service training to at least forty (40) persons who
34 serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol
35 establishments within Fullerton.

36 3) Provide responsible beverage service training to at least forty (40) persons who
37 serve alcoholic beverages from a minimum of fifty percent (50%) of Fullerton on-sale licensed alcohol

1 establishments identified by data from the Circumstances of Last Drink survey, unduplicated from
2 Objective b.

3 4) Provide responsible beverage service training to at least ten (10) managers/owners
4 from Fullerton on-sale licensed alcohol establishments identified by data from the Circumstances of
5 Last Drink survey.

6 5) Work with at least twenty-five percent (25%) of on-sale licensed alcohol
7 establishments within Fullerton to promote social ride sharing to patrons.

8 6) Support a minimum of ten (10) driving under the influence enforcement operations
9 in Fullerton.

10 7) Provide a minimum of three (3) technical assistance sessions to at least six (6)
11 different youth groups in Fullerton for the purpose of implementing youth-led activities designed to
12 prevent impaired driving.

13 8) By October 31, 2020, submit an updated Collective Impact plan that discusses any
14 changes made to the common agenda; additional community members who have become involved in the
15 process; revisions to the shared measurement process; and adjustments made to the timeline.

16 c. Project Three (3) – Huntington Beach

17 1) By January 1, 2021, outreach to all on-sale alcohol establishments in Huntington
18 Beach identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired
19 driving, including responsible beverage service training and social ride sharing.

20 2) Provide responsible beverage service training to at least fifty (50) persons who
21 serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol
22 establishments within Huntington Beach.

23 3) Provide responsible beverage service training to at least fifty (50) persons who
24 serve alcoholic beverages from a minimum of fifty percent (50%) of Huntington Beach on-sale licensed
25 alcohol establishments identified by data from the Circumstances of Last Drink survey, unduplicated
26 from Objective b.

27 4) Provide responsible beverage service training to at least ten (10) managers/owners
28 from Huntington Beach on-sale licensed alcohol establishments identified by data from the
29 Circumstances of Last Drink survey.

30 5) Work with at least twenty-five percent (25%) of on-sale licensed alcohol
31 establishments within Huntington Beach to promote social ride sharing to patrons.

32 Support a minimum of ten (10) driving under the influence enforcement operations in Huntington
33 Beach.

34 6) Provide a minimum of three (3) technical assistance sessions to at least six (6)
35 different youth groups in Huntington Beach for the purpose of implementing youth-led activities
36 designed to prevent impaired driving.

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1 7) By October 31, 2020, submit an updated Collective Impact plan that discusses any
2 changes made to the common agenda; additional community members who have become involved in the
3 process; revisions to the shared measurement process; and adjustments made to the timeline.

4 d. Project Four (4) – Orange

5 1) By January 1, 2021, outreach to all on-sale alcohol establishments in Orange
6 identified by data from the Circumstances of Last Drink survey on strategies to reduce impaired driving,
7 including responsible beverage service training and social ride sharing.

8 2) Provide responsible beverage service training to at least forty (40) persons who
9 serve alcoholic beverages from a minimum of five percent (5%) of the total of on-sale licensed alcohol
10 establishments within Orange.

11 3) Provide responsible beverage service training to at least forty (40) persons who
12 serve alcoholic beverages from a minimum of fifty percent (50%) of Orange on-sale licensed alcohol
13 establishments identified by data from the Circumstances of Last Drink survey, unduplicated from
14 Objective b.

15 4) Provide responsible beverage service training to at least ten (10) managers/owners
16 from Orange on-sale licensed alcohol establishments identified by data from the Circumstances of Last
17 Drink survey.

18 5) Work with at least twenty-five percent (25%) of on-sale licensed alcohol
19 establishments within Orange to promote social ride sharing to patrons.

20 6) Support a minimum of ten (10) driving under the influence enforcement operations
21 in Orange.

22 7) Provide a minimum of three (3) technical assistance sessions to at least six (6)
23 different youth groups in Orange for the purpose of implementing youth-led activities designed to
24 prevent impaired driving.

25 8) By October 31, 2020, submit an updated Collective Impact plan that discusses any
26 changes made to the common agenda; additional community members who have become involved in the
27 process; revisions to the shared measurement process; and adjustments made to the timeline.

28 3. Focus Area B: Underage Substance Use Prevention Services

29 a. Project Five (5) – Capistrano Unified School District (CUSD)

30 1) Educate at least two thousand one hundred (2,100) youth within CUSD and/or the
31 surrounding cities using an evidence-based curriculum designed to prevent youth substance use.

32 2) Train two thousand one hundred (2,100) youth within CUSD and/or the
33 surrounding cities on media literacy using evidence-informed practices.

34 3) At least eighty percent (80%) of two thousand one hundred (2100) youth in CUSD
35 and/or surrounding cities shall report an increased competency of media literacy skills, as measured by
36 pre-post assessments.

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1 4) Facilitate at least eight (8) youth-led leadership activities, with a minimum of three
2 (3) different youth groups within the surrounding cities of CUSD, designed to prevent substance use
3 among youth.

4 5) Outreach to at least forty (40) off-sale licensed alcohol retail establishments from at
5 least three (3) surrounding cities of CUSD on strategies to reduce youth exposure to alcohol advertising.

6 6) By October 31, 2020, submit an updated Collective Impact plan that discusses any
7 changes made to the common agenda; additional community members who have become involved in the
8 process; revisions to the shared measurement process; and adjustments made to the timeline.

9 b. Project Six (6) – Newport Mesa Unified School District (NMUSD)

10 1) Educate at least nine hundred (900) youth within NMUSD and/or the surrounding
11 cities using an evidence-based curriculum designed to prevent youth substance use.

12 2) Train nine hundred (900) youth within NMUSD and/or the surrounding cities on
13 media literacy using evidence-informed practices.

14 3) At least eighty percent (80%) of nine hundred (900) youth within NMUSD and/or
15 surrounding cities shall report an increased competency of media literacy skills, as measured by pre-post
16 assessments.

17 4) Facilitate at least eight (8) youth-led leadership activities, with a minimum of three
18 (3) different youth groups within the surrounding cities of NMUSD, designed to prevent substance use
19 among youth.

20 5) Outreach to at least forty (40) off-sale licensed alcohol retail establishments within
21 the surrounding cities of NMUSD on strategies to reduce youth exposure to alcohol advertising.

22 6) By October 31, 2020, submit an updated Collective Impact plan that discusses any
23 changes made to the common agenda; additional community members who have become involved in the
24 process; revisions to the shared measurement process; and adjustments made to the timeline.

25 H. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
26 quantities and due dates identified within the Performance objectives and supporting activities
27 described.

28 I. Action Plan - CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary
29 Action Plan for each project by August 1, 2019 and a final Action Plan by August 15, 2019; and for
30 Period Two, a preliminary Action Plan by August 1, 2020 and a final Action Plan by August 15, 2020.
31 Each Action Plan shall clearly describe the activities to be implemented to achieve the Performance
32 Objectives and serving as the Backbone Agency within the Collective Impact approach.
33 CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and the steps
34 necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided
35 by ADMINISTRATOR.

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1 J. Evaluation – CONTRACTOR shall conduct a systematic and comprehensive Evaluation to
2 determine levels of effectiveness and success in accomplishing supporting activities, and in achieving
3 Performance Objectives.

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

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

8 a. The proposed evaluator, including qualifications;

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

10 c. The method(s) to be used for tracking and evaluating each Performance Objective;

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

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

16 f. How the Evaluation results will be used to make recommendations for improving
17 prevention efforts related to each Performance Objective.

18 3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan for each project to
19 ADMINISTRATOR by August 1, 2019, and a final Evaluation Plan by August 15, 2019; and for Period
20 Two, a preliminary Evaluation Plan by August 1, 2020, and a final Evaluation Plan by August 15, 2020.

21 4. CONTRACTOR’s Evaluation Plans must be approved, in writing, by ADMINISTRATOR
22 prior to implementation of Evaluation efforts.

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

25 K. MEETINGS

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

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

32 3. Quarterly Provider Meeting - At a minimum, at least one CONTRACTOR’s Program staff
33 shall attend each of the four (4) quarterly provider meetings held by ADMINISTRATOR for the
34 purpose of networking, learning, and sharing. Dates for quarterly provider meetings shall be determined
35 by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of
36 each meeting.

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1 L. SOCIAL MEDIA - CONTRACTOR shall develop policies and procedures for any social
2 media use in the program.

3 M. REQUIRED APPROVALS

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

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

9 3. CONTRACTOR shall request required approvals on a form approved or provided by
10 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
11 to the request. CONTRACTOR understands that requests shall be in support of the Performance
12 Objectives. Approvals of requests are subject to county, state and federal funding guidelines and
13 regulations.

14 N. FUNDING RECOGNITION

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

21 O. Patents and Copyright Material

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

25 P. CONTRACTOR agrees that any and all "works of authorship," as defined in
26 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or
27 delivered as part of this Agreement, whether or not published, which can be considered "works made for
28 hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also
29 agrees that the copyright to any and all such works made for hire under this Agreement, whether
30 published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in
31 17 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free,
32 non-exclusive right to use, reproduce, and disseminate all such material.

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

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

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

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

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

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

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

27
28 **VI. STAFFING**

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

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

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

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

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

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

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

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

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

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

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

PROJECT ONE	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
PROGRAM STAFF		
Program Director	0.10	0.10
Supervisor	0.30	0.30
Health Educator	<u>1.50</u>	<u>1.50</u>
PROGRAM TOTAL FTEs	1.90	1.90

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PROJECT TWO	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
PROGRAM STAFF		
Program Director	0.10	0.10
Supervisor	0.20	0.20
Health Educator	<u>1.50</u>	<u>1.50</u>
PROGRAM TOTAL FTEs	1.80	1.80

PROJECT THREE	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
PROGRAM STAFF		
Program Director	0.10	0.10
Supervisor	0.30	0.30
Health Educator	<u>1.50</u>	<u>1.50</u>
PROGRAM TOTAL FTEs	1.90	1.90

PROJECT FOUR	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
PROGRAM STAFF		
Program Director	0.10	0.10
Supervisor	0.20	0.20
Health Educator	<u>1.50</u>	<u>1.50</u>
PROGRAM TOTAL FTEs	1.80	1.80

PROJECT FIVE	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
PROGRAM STAFF		
Program Director	0.15	0.15
Supervisor	0.50	0.50
Health Educator	<u>2.00</u>	<u>2.00</u>
PROGRAM TOTAL FTEs	2.65	2.65

PROJECT SIX	<u>PERIOD ONE FTE's</u>	<u>PERIOD TWO FTE's</u>
PROGRAM STAFF		
Program Director	0.15	0.15
Supervisor	0.50	0.50
Health Educator	<u>2.00</u>	<u>2.00</u>
PROGRAM TOTAL FTEs	2.65	2.65

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

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

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

12 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
13 Staffing Paragraph of this Exhibit A to the Agreement.

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AGENDA STAFF REPORT

ASR Control 19-000191

MEETING DATE: 05/21/19
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Pending)
DEPARTMENT CONTACT PERSON(S): Marc Meulman (714) 834-2980
 David Souleles (714) 834-3882

SUBJECT: Agreement for Provision of Alcohol and Other Drug Prevention Services

CEO CONCUR Pending Review	COUNTY COUNSEL REVIEW Pending Review	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** FY 2019-20
 \$2,200,000
 FY 2020-21 \$1,800,000

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: FED: 100% (Substance Abuse Prevention and Treatment) **County Audit in last 3 years:** No

Prior Board Action: 04/25/2017 #19, 05/24/2016 #62, 06/16/2015 #30

RECOMMENDED ACTION(S):

1. Approve the Agreement with Orange County Superintendent of Schools A.K.A. Orange County Department of Education for provision of Alcohol and Other Drug Prevention Services for the period of July 1, 2019, through June 30, 2020, for a revised cumulative amount not to exceed \$400,000.
2. Approve the Agreement with Waymakers for provision of Community-Based Alcohol and Other Drug Prevention Services for the period of July 1, 2019, through June 30, 2021, for a total maximum obligation not to exceed \$3,600,000.
3. Authorize the Health Care Agency Director, or designee, to exercise a contingency contract cost increase not to exceed 10 percent of the first year funding of the Agreements with Orange County Superintendent of Schools A.K.A. Orange County Department of Education and Waymakers, to be used over the entire term of the Agreements and within the scope of work set forth in the Agreements, pursuant to Contract Policy Manual Section 3.4-114. The contingency provision would be exercised in the event there is an increase in the projected services needed for the clients served.
4. Authorize the Health Care Agency Director, or designee, to execute the Agreements as referenced in Recommended Actions above.

SUMMARY:

Approval of the renewal of the Agreement with Orange County Superintendent of Schools and approval of the selection of and Agreement with Waymakers for provision of Community-Based Alcohol and Other Drug Prevention Services will assist in reducing alcohol and or drug-impaired driving collisions and youth substance use.

BACKGROUND INFORMATION:Orange County Department of Education (OCDE) – Friday Night Live (FNL) Partnership

According to results from the 2016 California Healthy Kids Survey, 21 percent of Orange County 11th graders reported using alcohol within the past 30 days and 13 percent reported past marijuana use. Substance use among adolescents results in negative consequences for youth, their families and their communities. Youth substance use is linked with academic and social problems, traffic crashes/fatalities, unintentional injuries, addiction, and adverse effects on the developing brain. Early initiation of substance use increases the risk of developmental problems during adolescence and adulthood.

On June 16, 2015, your Honorable Board of Supervisors (Board) approved the two year Agreement with the OCDE for the provision of Alcohol and Other Drug Prevention Services in accordance with the Orange County Alcohol and Other Drug Prevention Services Strategic Plan. On April 25, 2017, the Board approved the two-year renewal of the Agreement for the continuation of services for the period of July 1, 2017 through June 30, 2019. This request is for renewal of one additional year, July 1, 2019 through June 30, 2020 with a maximum obligation of \$400,000, which is consistent with current annual funding.

These services aim to reduce the use of substances among youth under the age of 21. The foundation of this project is youth development, engaging youth in the process of building their skills, attitudes, knowledge, and experiences to support good decision-making, resilience, and reduction of risk-taking behaviors, such as substance use. Project services are evaluated using pre- and post- surveys designed to measure contracted process and outcome objectives.

Friday Night Live began as a youth engagement program in Orange County in 1992. The program takes the form of youth chapters and clubs, established in traditional and non-traditional schools, at apartment complexes, faith-based organizations, youth-serving organizations, and within afterschool programs. Young people ages eight to 18 run the chapters/clubs, take the lead in identifying substance abuse issues in their school or community, and implement prevention activities that engage their peers. Adult advisors provide ongoing support to youth throughout the process. There are currently 35 active chapters countywide. Anticipated services in FY 2019-2020 include:

- Training 300 youth on leadership skills, styles, and application;
- Training 180 youth on refusal and decision making skills;
- Training 30 adult advisors on the application of youth development practices;
- Implementing 45 youth-led activities on alcohol and other drug prevention;
- Training 920 youth on media literacy.

Current FNL Program efforts have yielded favorable results; outcomes for FY 2017-2018 include:

- 95% of youth trained on leadership skills reported increased knowledge;
- 95% of youth trained on refusal and decision making skills reported confidence to use these skills in relation to the prevention of alcohol and other drugs;
- 91% of youth trained on media literacy skills reported increased media literacy.

The Contractor's performance has been confirmed as at least satisfactory. HCA verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests. This Agreement includes subcontractors. See Attachment C for Contract Summary Form.

Community-Based Alcohol and Other Drug Prevention Services

On February 6, 2019, the Health Care Agency (HCA) released a Request for Proposals (RFP). A panel was comprised of two representatives from HCA and one non-HCA representative. There were two qualified respondents for Focus Area A. Focus Area A will provide services in four target cities: Project 1 – Costa Mesa, Project 2 – Fullerton, Project 3 – Huntington Beach, and Project 4 – Orange. There were two qualified respondents for Focus Area B. Focus Area B will provide services in two school districts: Project 5 – Capistrano Unified School District and Project 6 – Newport Mesa Unified School District. Details of the two focus areas and six projects are provided below.

Focus Area A – Alcohol and/or Drug Impaired Driving Prevention Services

Focus Area A addresses the long-term goal of reducing alcohol and/or other drug impaired driving collisions. Despite years of progress, alcohol-impaired driving remains the most deadly and costly danger on roads today, according to the National Academies of Sciences, Engineering, and Medicine. Although the majority of collisions are alcohol-related, drug-impaired driving is an emerging trend. According to data from the Orange County District Attorney, there were 10,003 Orange County driving under the influence (DUI) convictions in 2016, whereby alcohol-only involved convictions accounted for 86.3 percent, a combination of alcohol and drugs totaled 5.3 percent, and 8.4 percent accounted for drugs only. Data from California Highway Patrol's Statewide Integrated Traffic Records System (SWTRS) show there were 16 cities in Orange County with a higher collision rate than that of the California rate. The four target cities in the RFP were identified using data from SWTRS as well as data revealed from the Circumstances of Last Drink (COLD) survey. COLD is a locally developed surveillance data collection project launched by the HCA in 2016. This survey is administered to DUI offenders at time of conviction to better understand arrest details, substance(s) used prior to arrest, history of past impaired driving, and location of last drink.

Waymakers is recommended to provide alcohol and/or drug impaired driving prevention services in the four target cities: Project 1 – Costa Mesa; Project 2 – Fullerton; Project 3 – Huntington Beach; and Project 4 - Orange. Impaired driving is the result of a variety of factors and is best addressed through a comprehensive approach. These projects will use Collective Impact, an approach that brings together community members and key partners to form a common agenda to address complex social problems. Additional services include training hospitality personnel on responsible beverage serving practices, collaborating with alcohol establishments to promote social ride sharing to patrons, and coordinating youth-led activities designed to reduce impaired driving.

Performance outcomes for each of the four projects under Focus Area A including the following annual activities:

- Provide responsible beverage service training to at least 50 servers of alcoholic beverages from a minimum of five percent of licensed alcohol establishments within each target city;

- Provide responsible beverage service training to at least 50 servers of alcoholic beverages from a minimum of 50% of each target city's licensed alcohol establishments identified by data from the Circumstances of Last Drink (COLD) survey;
- Provide responsible beverage service training to at least 10 managers/owners from each target city's licensed alcohol establishments identified by data from the COLD survey;
- Collaborate with at least 25% of licensed alcohol establishments within each target city to promote social ride sharing to patrons;
- Support at least 10 driving under the influence (DUI) enforcement operations in each of the four target cities;
- Provide a minimum of three technical assistance sessions to at least six youth groups in each target city for the purpose of implementing youth-led activities designed to prevent impaired driving;
- Submit a Collective Impact plan that aims to reduce impaired driving within each target city.

Focus Area B – Underage Substance Use Prevention Services

Focus Area B addresses the long-term goals of reducing underage drinking, reducing prescription drug abuse, and decreasing cannabis/marijuana use among youth. Although the last decade has seen significant progress made in decreasing the levels of some forms of substance use among adolescents, there are still a great number of youth at risk. According to the 2016 California Healthy Kids Survey - Orange County, one in four (26 percent) Orange County 11th graders reported using alcohol or another drug within the past 30 days. These data also revealed four Orange County school districts reflecting higher rates than the County average. Services in the RFP were targeted to serve two of these four school districts with the highest rates, Capistrano Unified School District (Project 5) and Newport Mesa Unified School District (Project 6). The two other school districts with rates greater than the County average, Laguna Beach Unified and Los Alamitos Unified, will receive underage substance use prevention services from HCA staff.

Waymakers is recommended to provide underage substance use prevention services in the two target school districts: Project 5 – Capistrano Unified, and Project 6 – Newport Mesa Unified. Underage substance use is the result of a variety of factors and is best addressed through a comprehensive approach. These projects will use a Collective Impact approach to bring together community members and key partners to form a common agenda to address complex social problems. Services include educating youth using an evidence-based curriculum; providing youth media literacy training; coordinating youth-led prevention activities that address youth substance use prevention; and collaborating with alcohol retailers to reduce youth exposure to alcohol advertising.

Performance outcomes for each project under Focus Area B include the following annual activities:

Project 5 – Capistrano Unified School District

- Educate at least 2,100 youth using evidence-based curriculum designed to prevent youth substance use, including media literacy;
- Facilitate at least eight youth-led prevention activities, with a minimum of three different youth groups;
- Outreach to at least 40 alcohol establishments regarding strategies to reduce youth exposure to alcohol advertising;
- Submit a Collective Impact plan that aims to reduce underage substance use within each target city.

Project 6 – Newport Mesa Unified School District

- Educate at least 900 youth using evidence-based curriculum designed to prevent youth substance use, including media literacy;
- Facilitate at least eight youth-led prevention activities, with a minimum of three different youth groups;

- Outreach to at least 40 alcohol establishments regarding strategies to reduce youth exposure to alcohol advertising; and
- Submit a Collective Impact plan that aims to reduce underage substance use within each target city.

This Agreement will include subcontractors. See Attachment D for information regarding subcontractors and Contract Summary Form.

HCA requests the Board authorize the HCA Director, or designee, to exercise a contingency contract cost increase not to exceed 10 percent of the first year funding of the Agreements with Orange County Superintendent of Schools a.k.a. Orange County Department of Education and Waymakers, to be used over the entire term of the Agreements and within the scope of work set forth in the Agreements, pursuant to Contract Policy Manual Section 3.4-114. The contingency provision would be exercised in the event there is an increase in the projected services needed for the clients being served.

Health Care Agency requests the Board approve the Agreements with Orange County Superintendent of Schools a.k.a. Orange County Department of Education and Waymakers for provision of Alcohol and Other Drug Prevention Services as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Agreement are included in the HCA’s FY 2019-20 Budget and will be included in the budgeting process for future years.

Should services need to be reduced or terminated due to lack of funding, these Agreements contain language that allows HCA to give 30 days’ notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Agreement for Provision of Alcohol and Other Drug Prevention Services Friday Night Live Partnership between County of Orange and Orange County Superintendent of Schools a.k.a. Orange County Department of Education

Attachment B - Agreement for Provision of Community-Based Alcohol and Other Drug Prevention Services Between County of Orange and Waymakers

Attachment C - Contract Summary for Attachment A

Attachment D - Contract Summary for Attachment B

Attachment E- Redline to Attachment A