

1	<u>CONTENTS</u>	
2	<u>PARAGRAPH</u>	<u>PAGE</u>
3	Title Page.....	1
4	Contents.....	2
5	Referenced Contract Provisions	4
6	I. Acronyms	5
7	II. Alteration of Terms	10
8	III. Assignment of Debts.....	10
9	IV. Compliance	10
10	V. Confidentiality.....	14
11	VI. Cost Report.....	15
12	VII. Debarment and Suspension Certification.....	16
13	VIII. Delegation, Assignment and Subcontracts.....	16
14	IX. Employee Eligibility Verification	19
15	X. Equipment	19
16	XI. Facilities, Payments and Services.....	20
17	XII. Indemnification and Insurance	20
18	XIII. Inspections and Audits.....	24
19	XIV. Licenses and Laws	25
20	XV. Literature, Advertisements, and Social Media.....	28
21	XVI. Maximum Obligation.....	28
22	XVII. Minimum Wage Laws	28
23	XVIII. Nondiscrimination.....	29
24	XIX. Notices.....	31
25	XX. Notification of Death	32
26	XXI. Notification Of Public Events And Meetings	32
27	XXII. Records Management and Maintenance	33
28	XXIII. Research and Publication.....	33
29	XXIV. Severability.....	33
30	XXV. Special Provisions	34
31	XXVI. Status of Contractor	35
32	XXVII. Term	35
33	XXVIII. Termination	36
34	XXIX. Third Party Beneficiary	37
35	XXX. Waiver of Default or Breach.....	38
36	Signature Page.....	39
37	//	

CONTENTS

1		
2	<u>EXHIBIT A</u>	<u>PAGE</u>
3	I. Definitions	1
4	II. Budget	4
5	III. Cultural Competency	6
6	IV. Payments	6
7	V. Reports.....	7
8	VI. Services	9
9	VII. Staffing	19
10	//	
11	//	
12	//	
13	//	
14	//	
15	//	
16	//	
17	//	
18	//	
19	//	
20	//	
21	//	
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	
29	//	
30	//	
31	//	
32	//	
33	//	
34	//	
35	//	
36	//	
37	//	

REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2017~~2019 through June 30, ~~2019~~2020

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

~~Period Two means the period from July 1, 2018 through June 30, 2019~~

Maximum Obligation: ~~\$800,000~~\$400,000

~~Period One Maximum Obligation: \$ 400,000~~

~~Period Two Maximum Obligation: 400,000~~

~~TOTAL MAXIMUM OBLIGATION: \$ 800,000~~

Basis for Reimbursement: Actual Cost

Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number: 12-114-7912

CONTRACTOR TAX ID Number: 95-6000943

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: Orange County Superintendent of Schools
a.k.a. Orange County Department of Education
200 Kalmus Drive
Costa Mesa, California 92626
Renee Hendrick, Associate Superintendent, Administrative Services
rhendrick@ocde.us

//
//
//
//

I. ACRONYMS

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

4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADEPT	Alcohol and Drug Education and Prevention Team
10	G. ADL	Activities of Daily Living
11	H. ADP	Alcohol and Drug Program
12	I. AES	Advanced Encryption Standard
13	J. AFLP	Adolescent Family Life Program
14	K. AIDS	Acquired Immune Deficiency Syndrome
15	L. AIM	Access for Infants and Mothers
16	M. AMHS	Adult Mental Health Services
17	N. AOD	Alcohol and Other Drugs
18	O. ARRA	American Recovery and Reinvestment Act of 2009
19	P. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
20	Q. ASI	Addiction Severity Index
21	R. ASIST	Applied Suicide Intervention Skills Training
22	S. ASO	Administrative Services Organization
23	T. ASRS	Alcohol and Drug Programs Reporting System
24	U. BBS	Board of Behavioral Sciences
25	V. BCP	Business Continuity Plan
26	W. BH	Base Hospital
27	X. BHS	Behavioral Health Services
28	Y. CalOMS	California Outcomes Measurement System
29	Z. CalOMS Pv	California Outcome Measurement Service for Prevention
30	AA. CalWORKs	California Work Opportunity and Responsibility for Kids
31	AB. CAP	Corrective Action Plan
32	AC. CAT	Centralized Assessment Team
33	AD. CCC	California Civil Code
34	AE. CCLD	(California) Community Care Licensing Division
35	AF. CCR	California Code of Regulations
36	AG. CDCR	California Department of Corrections and Rehabilitation
37	AH. CDSS	California Department of Social Services

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

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

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

1	EN. PCP	Primary Care Provider
2	EO. PCS	Post-Release Community Supervision
3	EP. PHI	Protected Health Information
4	EQ. PI	Personal Information
5	ER. PII	Personally Identifiable Information
6	ES. PRA	California Public Records Act
7	ET. PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and
8		Coordination Team
9	EU. PSC	Professional Services Contract
10	EV. PTRC	Paramedic Trauma Receiving Center
11	EW. QI	Quality Improvement
12	EX. QIC	Quality Improvement Committee
13	EY. RHAP	Refugee Health Assessment Program
14	EZ. RHEIS	Refugee Health Electronic Information System
15	FA. RN	Registered Nurse
16	FB. RSA	Remote Site Access
17	FC. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
18	FD. SD/MC	Short-Doyle Medi-Cal
19	FE. SIR	Self-Insured Retention
20	FF. SMA	Statewide Maximum Allowable (rate)
21	FG. SNF	Skilled Nursing Facility
22	FH. SR	Supervised Release
23	FI. SRP	Supervised Release Participant
24	FJ. SSA	County of Orange Social Services Agency
25	FK. SSI	Supplemental Security Income
26	FL. STP	Special Treatment Program
27	FM. SUD	Substance Use Disorder
28	FN. TA	Technical Assistance
29	FO. TAR	Treatment Authorization Request
30	FP. TAY	Transitional Age Youth
31	FQ. TB	Tuberculosis
32	FR. TBS	Therapeutic Behavioral Services
33	FS. TRC	Therapeutic Residential Center
34	FT. TTY	Teletypewriter
35	FU. TUPP	Tobacco Use Prevention Program
36	FV. UMDAP	Uniform Method of Determining Ability to Pay
37	FW. UOS	Units of Service

1	FX. USC	United States Code
2	FY. VOLAGs	Volunteer Agencies
3	FZ. W&IC	California Welfare and Institutions Code
4	GA. WIC	Women, Infants and Children

6 **II. ALTERATION OF TERMS**

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

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

14 **III. ASSIGNMENT OF DEBTS**

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

23 **IV. COMPLIANCE**

24 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
25 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
26 programs.
27

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

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

37 //

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

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

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

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

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

37 //

1 the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as
2 identified by the ADMINISTRATOR.

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

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

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

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

20 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
21 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
22 Agreement.

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

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

34 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
35 federal and state funded health care services by contract with COUNTY in the event that they are
36 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
37 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Agreement.

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

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

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

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

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

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

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

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

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

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.

1 E. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
2 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
3 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
4 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
5 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR’s right to terminate this
6 Agreement on the basis of such default.

7
8 **V. CONFIDENTIALITY**

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

13 B. Prior to providing any services pursuant to this Agreement, all members of the
14 CONTRACTOR’s governing body or its designee or authorized agent, employees, consultants,
15 subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with
16 CONTRACTOR to maintain the confidentiality of any and all information and records which may be
17 obtained in the course of providing such services. This Agreement shall specify that it is effective
18 irrespective of all subsequent resignations or terminations of CONTRACTOR’s governing body
19 members or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
20 interns.

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

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

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

33 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
34 week, of any suspected or actual breach of its computer system.

35 #
36 #
37 #

VI. COST REPORT

1 |
2 | A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
3 | portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which
4 | they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
5 | accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
6 | Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
7 | between programs, cost centers, services, and funding sources in accordance with such requirements and
8 | consistent with prudent business practice, which costs and allocations shall be supported by source
9 | documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
10 | reasonable notice.

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

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

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

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

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

31 | B. The individual and/or consolidated Cost Report prepared for each period shall be the final
32 | financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
33 | for final settlement to CONTRACTOR for that period.

34 | C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
35 | less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
36 | forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
37 | expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and

COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

24 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
25 subcontract upon five (5) calendar days’ written notice to CONTRACTOR if the subcontract
26 subsequently fails to meet the requirements of this Agreement or any provisions that
27 ADMINISTRATOR has required.

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

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

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

35 #

36 #

37 #

1 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

11

12 **X. EQUIPMENT**

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

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

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

34 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
35 with funds paid through this Agreement, including date of purchase, purchase price, serial number,
36 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,

37 #

1 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
2 cost, if any.

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

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

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

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

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

17 18 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

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

30 31 **XII. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
35 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
36 including but not limited to personal injury or property damage, arising from or related to the services,
37 products or other performance provided by CONTRACTOR pursuant to this Agreement.

1 CONTRACTOR's indemnification of COUNTY shall not apply to damage, injury, or death caused by
2 the sole negligence or willful misconduct of COUNTY, its elected and appointed officials, officers,
3 employees, agents and those special districts and agencies. If judgment is entered against
4 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active
5 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that
6 liability will be apportioned as determined by the court. Neither Party shall request a jury
7 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 and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
25 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
26 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
27 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
28 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
29 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

36 #
37 #

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

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

F. QUALIFIED INSURER

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

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

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

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

H. REQUIRED COVERAGE FORMS

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

#

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

17 K. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
18 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
19 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
20 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
21 Agreement.

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

24 M. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
25 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
26 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
27 adequately protect COUNTY.

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

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

36 P. SUBMISSION OF INSURANCE DOCUMENTS

37 #

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

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

16 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
17 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
18 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
19 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
20 calendar days of receipt.

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

25 **XIV. LICENSES AND LAWS**

26
27 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
28 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
29 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
30 required by the laws, regulations and requirements of the United States, the State of California,
31 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
32 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
33 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
34 and exemptions. Said inability shall be cause for termination of this Agreement.

35 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 22 1. ARRA of 2009.
- 23 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 24 3. CCC §§1798.80 through 1798.84, Customer Records.
- 25 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 26 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
27 Security.
- 28 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
29 Master Plans
- 30 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 31 8. HSC, §11876, Narcotic Treatment Programs.
- 32 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 33 10. Code of Federal Regulations, Title 42, Public Health.
- 34 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 35 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 36 13. 41 CFR 50, Public Contracts and Property Management
- 37 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

- 1 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 2 prevention and treatment block grants and/or projects for assistance in transition from
- 3 homelessness grants.
- 4 16. 45 CFR 93, New Restrictions on Lobbying.
- 5 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 6 18. 45 CFR 96.132, Additional Agreements.
- 7 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 8 20. 45 CFR 160, General Administrative Requirements.
- 9 21. 45 CFR 162, Administrative Requirements.
- 10 22. 45 CFR 164, Security and Privacy.
- 11 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 12 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 13 25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act of 2000
- 14 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 15 Contracting and Financial Transactions.
- 16 27. 31 USC §§7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 17 Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- 18 for Federal Awards
- 19 28. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 20 National Institute on Drug Abuse.
- 21 29. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 22 Administration.
- 23 30. 42 USC §290dd-2, Confidentiality of Records.
- 24 31. 42 USC §1320(a), Uniform reporting systems for health services facilities
- 25 and organizations.
- 26 32. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 27 33. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 28 34. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 29 35. 42 USC §2000d, Civil Rights Act of 1964.
- 30 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
- 31 Grants Policy Statement (10/13).
- 32 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
- 33 Co-Occurring Disorders, Mental Health Services Oversight and Accountability
- 34 Commission, 1/17/08
- 35 38. State of California, Department of Alcohol and Drug Programs Audit Assistance
- 36 Guide Manual
- 37 #

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

3
4 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

14 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
15 available social media sites) in support of the services described within this Agreement,
16 CONTRACTOR shall develop social media policies and procedures and have them available to
17 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
18 forms of social media used to either directly or indirectly support the services described within this
19 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
20 they pertain to any social media developed in support of the services described within this Agreement.
21 CONTRACTOR shall also include any required funding statement information on social media when
22 required by ADMINISTRATOR.

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

25 E. CONTRACTOR shall also clearly explain through these materials that there shall be no
26 unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as
27 specified in HSC, §11999-11999.3.

28
29 **XVI. MAXIMUM OBLIGATION**

30 The Total Maximum Obligation of COUNTY for services provided in accordance with this
31 Agreement, ~~and the separate Maximum Obligations for each period under this Agreement,~~ are as
32 specified in the Referenced Contract Provisions of this Agreement.

33
34 **XVII. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
37 federal or California Minimum Wage to all its employees that directly or indirectly provide services

1 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
 2 all its contractors or other persons providing services pursuant to this Agreement on behalf of
 3 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
 4 Wage.

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

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

12 **XVIII. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

14 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
 15 unlawfully discriminate against any employee or applicant for employment because of his/her race,
 16 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 17 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 18 orientation, or military and veteran status. Additionally, during the term of this Agreement,
 19 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
 20 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
 21 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 22 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 23 orientation, or military and veteran status.
 24

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

29 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 30 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 31 the provision of benefits.

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

35 5. All solicitations or advertisements for employees placed by or on behalf of
 36 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
 37 for employment without regard to race, religious creed, color, national origin, ancestry, physical

1 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
2 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
3 shall be deemed fulfilled by use of the term EOE.

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

9 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
10 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
11 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
12 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
13 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
14 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
15 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
16 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
17 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
18 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
19 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
20 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
21 or more of the factors identified above:

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

31 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
32 through a written statement that CONTRACTOR's and/or subcontractor's clients may file all
33 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
34 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

- 35 1. Whenever possible, problems shall be resolved informally and at the point of service.
36 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to

37 #

1 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
2 CONTRACTOR either orally or in writing.

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

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

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

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

21 **XIX. NOTICES**

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

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

27 2. When faxed, transmission confirmed;

28 3. When sent by Email; or

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

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

35 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
36 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
37

1 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
2 damage to any COUNTY property in possession of CONTRACTOR.

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

5
6 **XX. NOTIFICATION OF DEATH**

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

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

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

17 2. WRITTEN NOTIFICATION

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

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

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

29
30 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

XXII. RECORDS MANAGEMENT AND MAINTENANCE

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

1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 77143(a).
2. State of California, Department of Health Care Services ASRS Manual.
3. State of California, Department of Health Care Services DPFS Manual.
4. California Health and Safety Code §123145.
5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

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

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

XXIII. RESEARCH AND PUBLICATION

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

XXIV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any

1 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 2 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 3 in full force and effect, and to that extent the provisions of this Agreement are severable.

5 **XXV. SPECIAL PROVISIONS**

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

- 8 1. Making cash payments to intended recipients of services through this Agreement.
- 9 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 10 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
 11 use of appropriated funds to influence certain federal contracting and financial transactions).
- 12 3. Fundraising.
- 13 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 14 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 15 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
 16 body for expenses or services.
- 17 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 18 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
 19 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 20 7. Paying an individual salary or compensation for services at a rate in excess of the current
 21 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
 22 Schedule may be found at www.opm.gov.
- 23 8. Severance pay for separating employees.
- 24 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
 25 codes and obtaining all necessary building permits for any associated construction.
- 26 10. Purchasing or improving land, including constructing or permanently improving any
 27 building or facility, except for tenant improvements.
- 28 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
 29 funds (matching).
- 30 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 31 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or
 32 alcohol.
- 33 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the
 34 Controlled Substance Act (21 USC 812).
- 35 15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic
 36 injection of any illegal drug.
- 37 16. Assisting, promoting, or deterring union organizing.

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

4 **XXVIII. TERMINATION**

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

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

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

13 1. The loss by CONTRACTOR of legal capacity.
14 2. Cessation of services.
15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
16 another entity without the prior written consent of COUNTY.

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

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

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

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

27 **D. CONTINGENT FUNDING**

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

30
31 **XXIX. THIRD PARTY BENEFICIARY**

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

35 //

36 //

37 //

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

3
4 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
5 A.K.A. ORANGE COUNTY DEPARTMENT OF EDUCATION

6
7
8 BY: _____ DATED: _____

9
10 TITLE: _____

11
12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____

20 HEALTH CARE AGENCY

21
22
23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY: _____ DATED: _____

32 DEPUTY

33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution 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
 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
 JULY 1, ~~2017~~2019 THROUGH JUNE 30, ~~2019~~2020

I. DEFINITIONS

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

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

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

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

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

~~E. CalOMS Py: The statewide data collection and Outcome measurement system.~~

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

~~G. Chapter: A term used in certain youth prevention programs that refers to a group of young people and their adult advisor who work together to make a positive impact in their school and community. A chapter is youth driven and led, and serves as the hub of communication, training, and learning opportunities.~~

~~H. G. Collaboration: A process of participation through which people, groups, and agencies, Coalitions, and/or task forces work toward prevention Goalsgoals.~~

#

1 ~~I~~ H. DHCS: The single state agency responsible for administering and coordinating the State's
2 efforts in ~~alcohol and drug abuse prevention, treatment, and recovery services~~ substance use disorders.

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

6 ~~K~~ J. Evaluation: Systematic collection, analysis, and use of program information for multiple
7 purposes, including monitoring, program improvement, outcome assessment, and planning.

8 ~~L~~ K. Evaluation Plan: ~~A document created at the beginning of the project year~~ The systematic
9 blueprint detailing ~~intended~~ the evaluation aspects of the project.

10 ~~M~~ L. FBO: A generic term that refers to any organization, group or congregation (such as a
11 church, synagogue, parish, mosque, or temple) that has a faith element integrated into its structure.

12 ~~N~~ M. Goal: A broad statement of what the ~~prevention~~ program aims to accomplish.

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

16 ~~P~~ O. IOM Model of or Framework for Prevention: A classification of prevention services adopted by
17 the IOM, where prevention programs are organized along a targeted audience continuum, and
18 prevention intervention is based on a combination of ~~risk~~ Risk and Protective Factors associated with
19 substance abuse. This continuum is divided into prevention, treatment, and maintenance categories, and
20 the prevention category is divided into universal, selective, and indicated prevention classifications.

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

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

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

28 ~~R~~ Q. Media Literacy: An examination of the techniques, technologies and institutions that are
29 involved in media production, the ability to critically analyze media messages and a recognition of the
30 role that audiences play in making meaning from those messages.

31 ~~S~~ R. Outcome: Measurable change that occurs as a result of a ~~project's~~ program's overall
32 performance in implementing ~~its~~ its planned ~~activities~~ Activities.

33 ~~T~~ S. Outcome Objective: A statement that specifies the measureable result or direct impact of a
34 program or activity in reference to a quantitative criterion and a timeframe.

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

37 //

1 U. Process Objective: Operational activities and tasks that support success of the
2 ~~outcome~~Outcome.

3 V. Program Identity Item: An item used for the purpose of marketing, promoting and creating
4 awareness of a program’s ~~Campaign~~, initiative, message or event.

5 //

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

10 X. 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 Y. Strategy: A method, approach or activity chosen to bring about a desired prevention Outcome.

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

16 AA. TA: Services provided by professional staff intended to provide guidance to prevention
17 programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD
18 prevention activities.

19 AB. Training: An instructional process that is intended to impart ~~information~~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 AC. 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. ~~The concept~~
25 ~~of Youth Development seeks to engage~~engages young people in developing the skills, attitudes,
26 knowledge, and experiences to prepare them to serve as active leaders in creating healthy, positive
27 environments in their communities.

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

II. BUDGET

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
— Indirect	\$ 34,135	\$ 34,135	\$ 68,270
SUBTOTAL ADMINISTRATIVE COST	\$ 34,135	\$ 34,135	\$ 68,270
PROGRAM COST			
— Salaries	\$ 187,723	\$ 187,723	\$ 375,446
— Benefits	83,883	83,883	167,766
— Services and Supplies	72,259	72,259	144,518
— Subcontracts	22,000	22,000	44,000
SUBTOTAL PROGRAM COST	\$ 365,865	\$ 365,865	\$ 731,730
TOTAL COST	\$ 400,000	\$ 400,000	\$ 800,000
REVENUE			
— SAPTBG	\$ 400,000	\$ 400,000	\$ 800,000
TOTAL REVENUE	\$ 400,000	\$ 400,000	\$ 800,000
MAXIMUM OBLIGATION	\$ 400,000	\$ 400,000	\$ 800,000

FY 2019-2020

ADMINISTRATIVE COST

Indirect

\$ 34,500

SUBTOTAL ADMINISTRATIVE

\$ 34,500

COST

PROGRAM COST

Salaries

\$ 209,872

Benefits

96,541

Services and Supplies

35,087

Subcontracts

24,000

SUBTOTAL PROGRAM COST

\$ 365,500

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>TOTAL COST</u>	<u>\$ 400,000</u>
<u>REVENUE</u>	
<u>SAPTBG</u>	<u>\$ 400,000</u>
<u>TOTAL REVENUE</u>	<u>\$ 400,000</u>
<u>MAXIMUM OBLIGATION</u>	<u>\$ 400,000</u>

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 or for providing continuity of care to its participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

- CFDA Year: 2017
- CFDA No.: 93.959
- Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)
- Federal Agency: Department of Health and Human Services/Substance Abuse and Mental Health Services Administration
- Award Name: Negotiated Net Amount/Drug Medi-Cal Contract
- Amount: \$400,000 (estimated)

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

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

//

1 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Budget Paragraph of this Exhibit A to the Agreement.

3 4 **III. CULTURAL COMPETENCY**

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

11 12 **IV. PAYMENTS**

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

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

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

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

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

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

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

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

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

15 V. REPORTS

16 A. FISCAL

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

23 2. Year-End Projection Report – CONTRACTOR shall provide monthly, year-end projections
 24 that shall include year-to-date actual costs and revenues, and anticipated year-end actual costs and
 25 revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the
 26 Agreement, and shall be on a form approved or provided by ADMINISTRATOR. Year-End Projection
 27 Reports will be submitted in conjunction with the monthly Expenditure and Revenue Reports and are
 28 due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the
 29 month being reported.

30 3. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in
 31 support of the monthly invoice. These reports shall be on a form approved or provided by
 32 ADMINISTRATOR and shall, at a minimum include actual hours worked by each staff member. These
 33 reports are due to ADMINISTRATOR by twentieth (20th) calendar day of each month following the
 34 end of the month being reported and are to be submitted in conjunction with the monthly Expenditure
 35 and Revenue and Year-End Projection Reports.

36 //

1 B. PROGRAMMATIC

2 ~~1. CalOMS Pv CONTRACTOR shall comply with the data collection requirements for~~
 3 ~~prevention as mandated by the California DHCS, Substance Use Disorder Prevention, Treatment and~~
 4 ~~Recovery Services Division. CONTRACTOR shall comply with CalOMS requirements, and report on~~
 5 ~~the service populations as defined in the IOM model. ADMINISTRATOR shall make Trainings and~~
 6 ~~Technical Assistance available for completing CalOMS reports throughout the term of this Agreement.~~

7 ~~2. Quarterly Progress Report – CONTRACTOR shall submit Quarterly Progress Reports to~~
 8 ~~ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR and document~~
 9 ~~progress toward Outcome Objectives and Process Objectives, project successes, barriers to~~
 10 ~~implementation, staff changes and reasons for staff changes, and plans for the following quarter.~~

11 ~~a. Period One reports:~~

12 ~~1) Quarter 1: July 1, 2017 through September 30, 2017, due October 15, 2017;~~

13 ~~2) Quarter 2: October 1, 2017 through December 31, 2017, due January 15, 2018; and~~

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

15 ~~b. Period Two reports:~~

16 ~~1) Quarter 1: July 1, 2018 through September 30, 2018, due October 15, 2018;~~

17 ~~2) Quarter 2: October 1, 2018 through December 31, 2018, due January 15, 2019; and~~

18 ~~3) Quarter 3: January 1, 2019 through March 31, 2019, due April 15, 2019.~~

19 ~~c. CONTRACTOR shall submit supporting documentation with each Quarterly Progress~~
 20 ~~Report including, but not limited to, tracking measures, materials developed, and Evaluation results.~~

21 Quarterly Reports are due on the following dates:

22
 23 Quarter 1: July 1, 2019 through September 30, 2019, due October 15, 2019;

24 Quarter 2: October 1, 2019 through December 31, 2019, due January 15, 2020; and

25 Quarter 3: January 1, 2020 through March 31, 2020, due April 15, 2020.

26
 27 3. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-
 28 End Report to ADMINISTRATOR ~~for Period One~~ by July 31, ~~2018 and for Period Two by July 31,~~
 29 ~~2019~~2020. The report shall include an Evaluation section which shall contain, but not be limited to, an
 30 analysis of the effectiveness of the AOD prevention strategies implemented toward reaching Outcome
 31 and Process Objectives ~~and Outcome Objectives~~, a discussion of successes, barriers encountered, and
 32 recommendations for future projects. CONTRACTOR shall use the report format provided by
 33 ADMINISTRATOR.

34 ~~4. Training Report – CONTRACTOR shall submit to ADMINISTRATOR, within thirty (30)~~
 35 ~~calendar days of the event, a report of each Training or conference attended by any staff member(s), and~~
 36 ~~paid in part or in whole through this Agreement. The report shall be no more than two (2) pages in~~
 37 ~~length and shall include the Training title, purpose, host organization (e.g., Center for Applied Research~~

~~Solutions, Inc.), a list of key materials and handouts, a summary of what was learned, and an analysis of potential application to AOD prevention services provided pursuant to this Agreement. When multiple staff members attend the same Training or conference, a single collaborative report may be submitted. After submission, Training reports may be distributed to other contracted providers at the discretion of ADMINISTRATOR.~~

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

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

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

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

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

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

VI. SERVICES

A. CONTRACTOR shall provide youth-focused AOD prevention services throughout Orange County, in accordance with, and as defined in the ADEPT Provider Manual provided furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

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

//

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

4 C. CONTRACTOR shall work with youth, faculty, parents, volunteers, and students of Orange
5 County public and private high schools, junior high schools, middle schools, alternative schools, special
6 education schools, elementary schools, faith-based organizations and youth-focused community groups
7 in all areas of Orange County.

8 1. CONTRACTOR shall actively recruit and support youth participation in prevention
9 services provided. Prior to distribution, CONTRACTOR shall review materials, messages, and products
10 designed by youth for appropriateness and effectiveness.

11 2. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement
12 in a manner that is culturally and linguistically appropriate for the population(s) served.
13 CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to:
14 records of procedures; copies of literature in multiple languages and formats, as appropriate; and
15 descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are
16 physically challenged.

17 D. ROLE OF CONTRACTOR

18 1. CONTRACTOR shall provide AOD prevention services as described herein, through
19 delivery of the FNL, which includes FNL, CL, and FNL Kids. FNL builds partnerships for positive
20 and healthy youth development which engage youth as active leaders and resources in their
21 communities. Youth build leadership skills while implementing AOD prevention activities that serve
22 their school and their community.

23 a. FNL is ~~defined as a comprehensive prevention youth development~~ program, ~~which~~
24 ~~assists serving~~ youth ages thirteen to eighteen (13-18) years ~~to lead themselves and others toward an~~
25 ~~AOD-free lifestyle and to commit to making positive change in their community.~~

26 b. CL is ~~defined as a comprehensive prevention youth development~~ program, ~~which assists~~
27 ~~serving~~ youth ages eleven to thirteen (11 to 13) years ~~in developing and implementing activities that~~
28 ~~support AOD-free lifestyles and positive changes in their community.~~

29 c. FNL Kids is ~~defined as a comprehensive prevention youth development~~ program for
30 youth ages eight to eleven (8 to 11) years. ~~The program is designed to meet the needs of elementary age~~
31 ~~youth by developing and implementing programs and activities that support healthy lifestyles.~~

32 2. CONTRACTOR shall adhere to the Standards of Practice adopted by the California Friday
33 Night Live Partnership (CFNLP). The Standards of Practice state that program participants will
34 experience a safe environment; have opportunities for involvement and connection to the community
35 and school; have opportunities for leadership; have opportunities to engage in meaningful skill-building
36 activities that are designed to capture the interest of young people; and have opportunities for caring and
37 meaningful relationships with adults.-

1 E. ~~PERIOD ONE PROCESS~~ OUTCOME OBJECTIVES—~~In support of Subparagraph D. above,~~
 2 CONTRACTOR shall work to achieve the following ~~nineteen (19) Process~~ ten (10) Outcome Objectives
 3 by June 15, ~~2018~~ 2020, unless otherwise noted:—

4 1. By January 31, ~~2018~~, ~~train a minimum of one hundred ninety (190) FNL members on~~ 2020,
 5 youth Leadership Training participants shall increase their knowledge of leadership skills by ten percent
 6 (10%) as measured by pre-post tests.

7 2. Youth participants who have been trained shall report increased knowledge of refusal skills
 8 by ten percent (10%) as measured by pre-post tests.

9 3. Youth participants who have been trained shall report increased confidence to use refusal
 10 skills by ten percent (10%) as measured by pre-post tests.

11 4. Youth participants who have been trained shall report increased knowledge of decision
 12 making skills by ten percent (10%) as measured by pre-post tests.

13 5. Youth participants who have been trained shall report increased confidence to use decision
 14 making skills by ten percent (10%) as measured by pre-post tests.

15 6. Survey at least eighty percent (80%) of FNL Kids, CL and FNL chapter members, whereby
 16 youth shall report increased meaningful participation in their school or community by ten percent (10%)
 17 as measured by pre-post tests.

18 7. Survey at least eighty percent (80%) of FNL Kids, CL and FNL chapter members, whereby
 19 youth shall report increased confidence to contribute to an alcohol and/or other drug prevention activity
 20 by ten percent (10%) as measured by pre-post tests.

21 8. Youth participants who have been trained shall report increased level of media literacy by
 22 ten percent (10%) as measured by pre-post tests.

23 9. At least eighty percent (80%) of FNL and CL training participants shall report confidence
 24 in their ability to conduct trainings on media literacy.

25 10. Chapter advisors who have been trained shall report increased confidence in their ability to
 26 engage chapter youth in alcohol and other drug prevention activities by ten percent (10%) as measured
 27 by pre-post tests.

28 F. PROCESS OBJECTIVES

29 CONTRACTOR shall work to achieve the following eighteen (18) Process Objectives by June 15, 2020,
 30 unless otherwise noted:

31 1. By January 31, ~~2018~~ 2020, train a minimum of ~~ninety (90) CL~~ one hundred fifty (150) FNL
 32 members on leadership skills.

33 ~~2.~~ 2. By January 31, ~~2018~~ 2020, train a minimum of ~~twenty (20) FNL Kids~~ one hundred (100) CL
 34 members on leadership skills.

35 3. By January 31, 2020, train a minimum of fifty (50) FNL Kids members on leadership skills.

36 4. Train a minimum of one hundred (100) FNL members on refusal and decision making skills
 37 in relation to the prevention of alcohol and other drugs.

1 5. Train a minimum of eighty (80) CL members on refusal and decision making skills in
2 relation to the prevention of alcohol and other drugs.

3 ~~6. Using the principles of youth development, collaborate with chapters to implement at least~~
4 ~~forty-five (45) activities supporting the priority areas identified in HCA's 2018-2023 Alcohol and Other~~
5 ~~Drug Prevention Strategic Plan.~~

6 ~~7. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement~~
7 ~~at least two (2) youth-led alcohol and/or other drug prevention activities in either a feeder middle or~~
8 ~~elementary school.~~

9 ~~8. Collaborate with chapters to conduct at least two (2) alcohol and/or other drug prevention~~
10 ~~activities designed for adult community members.~~

11 ~~9. Train a minimum of seven hundred (700) youth on media literacy.~~

12 ~~10. Collaborate with FNL and/or CL members to conduct media literacy trainings to a~~
13 ~~minimum of two hundred twenty (220) youth.~~

14 ~~6. Using the principles of youth development, collaborate with chapters to implement at least~~
15 ~~thirty four (34) activities addressing the prevention of alcohol and/or other drugs.~~

16 ~~7. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement~~
17 ~~at least two (2) youth-led alcohol and/or other drug prevention activities in either a feeder middle or~~
18 ~~elementary school.~~

19 ~~8. Collaborate with chapters to conduct at least two (2) alcohol and/or other drug prevention~~
20 ~~activities designed for adult community members.~~

21 ~~9. Train a minimum of six hundred (600) youth on media literacy.~~

22 ~~10. Collaborate with FNL and/or CL members to conduct media literacy trainings to a~~
23 ~~minimum one hundred (100) youth.~~

24 11. Train a minimum of ~~one hundred twenty (120)~~fifty (50) FNL and CL members to conduct
25 trainings on media literacy.

26 12. Collaborate with school-based FNL Kids chapters to conduct at least two (2) prevention
27 activities at each school with a FNL Kids Program that ~~results~~result in contact with at least sixty percent
28 (60%) of the fourth through sixth (4th- 6th) grade students.

29 13. Collaborate with school-based CL chapters to conduct at least two (2) prevention activities
30 at each school with a CL Program that ~~results~~result in contact with at least fifty percent (50%) of the
31 middle/junior high school enrollment.

32 14. Collaborate with school-based FNL chapters to conduct at least one (1) prevention activity
33 at each school with a FNL Program, whereby at least forty percent (40%) of high school students, in
34 aggregate, are involved.

35 15. By December 1, ~~2017~~2019, train a minimum of twenty (20) advisors on the application of
36 youth development practices in relation to the prevention of alcohol and other drugs.

37 //

1 16. Train an additional ten (10) advisors on the application of youth development practices in
2 relation to the prevention of alcohol and other drugs.

3 ~~17. Establish at least three (3) new FNL, CL, and/or FNL Kids chapters, including at least two~~
4 ~~(2) in South Orange County.~~

5 ~~18. Provide at least one hundred twenty five (125) fifty (150) technical assistance sessions to~~
6 ~~support current chapters.~~

7 ~~19. Achieve a Member In Good Standing status as defined by the CFNLP guidelines.~~

8 ~~F. PERIOD ONE OUTCOME OBJECTIVES~~ 18. Maintain a Member-In-Good
9 Standing status as defined by the CFNLP guidelines.

10 G. SUPPORTING ACTIVITIES

11 CONTRACTOR shall ~~work to achieve the following ten (10) Outcome Objectives,~~ by June 15, 2018,
12 ~~unless otherwise noted:~~

13 ~~1. By January 31, 2018, at least eighty percent (80%) of participants trained at the Leadership~~
14 ~~Training shall report an increase in their knowledge of leadership skills.~~

15 ~~2. At least eighty percent (80%) of participants trained shall report an increase in their~~
16 ~~knowledge of refusal skills in relation to the prevention of alcohol and other drugs~~

17 ~~3. At least seventy percent (70%) of participants trained shall report confidence to use refusal~~
18 ~~skills in relation to the prevention of alcohol and other drugs.~~

19 ~~4. At least eighty percent (80%) of participants trained shall report an increase in their~~
20 ~~knowledge of decision making skills in relation to the prevention of alcohol and other drugs.~~

21 ~~5. At least seventy percent (70%) of participants trained shall report confidence to use~~
22 ~~decision making skills in relation to the prevention of alcohol and other drugs.~~

23 ~~6. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at~~
24 ~~least eighty percent (80%) of chapter members surveyed shall report an increase in applying leadership~~
25 ~~skills.~~

26 ~~7. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at~~
27 ~~least eighty percent (80%) of chapter members surveyed shall report confidence in their ability to make~~
28 ~~a positive difference in the prevention of alcohol and other drugs.~~

29 ~~8. At least eighty percent (80%) of youth trained shall report an increased level of media~~
30 ~~literacy.~~

31 ~~9. At least eighty percent (80%) of FNL and CL training participants shall report confidence~~
32 ~~in their ability to conduct trainings on media literacy.~~

33 ~~10. At least eighty percent (80%) of chapter advisors trained shall report increased confidence~~
34 ~~in their ability to apply youth development practices in relation to the prevention of alcohol and other~~
35 ~~drugs within their chapters.~~

36 2020 ~~G. PERIOD ONE SUPPORTING ACTIVITIES~~ ~~By June 15, 2018,~~ provide the following
37 supporting activities:

1. ~~Twelve (12)~~ Thirteen (13) Community Collaborations;
2. ~~Seventeen (17)~~ Twenty five (25) Trainings;
3. ~~Fifteen (15)~~ Sixteen (16) Information Disseminations; and
4. ~~Seven (7)~~ Five (5) Media Inputs.

H. ~~PERIOD TWO PROCESS OBJECTIVES~~ — In support of Subparagraph D. above, CONTRACTOR shall work to achieve the following ~~nineteen (19)~~ Process Objectives by June 15, 2019, unless otherwise noted:—

~~1. By January 31, 2019, train a minimum of one hundred ninety (190) FNL members on leadership skills.~~

~~2. By January 31, 2019, train a minimum of ninety (90) CL members on leadership skills.~~

~~3. By January 31, 2019, train a minimum of twenty (20) FNL Kids members on leadership skills.~~

~~4. Train a minimum of one hundred (100) FNL members on refusal and decision making skills in relation to the prevention of alcohol and other drugs.~~

~~5. Train a minimum of eighty (80) CL members on refusal and decision making skills in relation to the prevention of alcohol and other drugs.~~

~~6. Using the principles of youth development, collaborate with chapters to implement at least forty (40) activities addressing the prevention of alcohol and/or other drugs.~~

~~7. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement at least two (2) youth led alcohol and/or other drug prevention activities in either a feeder middle or elementary school.~~

~~8. Collaborate with chapters to conduct at least two (2) alcohol and/or other drug prevention activities designed for adult community members.~~

~~9. Train a minimum of seven hundred (700) youth on media literacy.~~

~~10. Collaborate with FNL and/or CL members to conduct media literacy trainings to a minimum of one hundred fifty (150) youth.~~

~~11. Train a minimum of one hundred twenty (120) FNL and CL members to conduct trainings on media literacy.~~

~~12. Collaborate with school-based FNL Kids chapters to conduct at least two (2) prevention activities at each school with a FNL Kids Program that results in contact with a minimum of sixty percent (60%) of the fourth through sixth (4th–6th) grade students.~~

~~13. Collaborate with school-based CL chapters to conduct at least two (2) prevention activities at each school with a CL Program that results in contact with a minimum of fifty percent (50%) of the middle/junior high school enrollment.~~

~~14. Collaborate with school-based FNL chapters to conduct at least one (1) prevention activity at each school with a FNL Program, whereby a minimum of forty percent (40%) of high school students, in aggregate, are involved.~~

~~15. By December 1, 2018, train a minimum of twenty (20) advisors on the application of youth development practices in relation to the prevention of alcohol and other drugs.~~

~~16. Train an additional ten (10) advisors on the application of youth development practices in relation to the prevention of alcohol and other drugs.~~

~~17. Establish at least four (4) new FNL, CL, and/or FNL Kids chapters, including at least two (2) in South Orange County.~~

~~18. Provide at least one hundred twenty five (125) technical assistance sessions to support current chapters.~~

~~19. Maintain a Member In Good Standing status as defined by the CFNLP guidelines.~~

~~I. PERIOD TWO OUTCOME OBJECTIVES — CONTRACTOR shall work to achieve the following ten (10) Outcome Objectives by June 15, 2019, unless otherwise noted:~~

~~1. By January 31, 2019, at least eighty percent (80%) of participants trained at the Leadership Training shall report an increase in their knowledge of leadership skills.~~

~~2. At least eighty percent (80%) of participants trained shall report an increase in their knowledge of refusal skills in relation to the prevention of alcohol and other drugs.~~

~~3. At least seventy percent (70%) of participants trained shall report confidence to use refusal skills in relation to the prevention of alcohol and other drugs.~~

~~4. At least eighty percent (80%) of participants trained shall report an increase in their knowledge of decision making skills in relation to the prevention of alcohol and other drugs.~~

~~5. At least seventy percent (70%) of participants trained shall report confidence to use decision making skills in relation to the prevention of alcohol and other drugs.~~

~~6. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at least eighty percent (80%) of chapter members surveyed shall report an increase in applying leadership skills.~~

~~7. Survey a representative sample of FNL Kids, CL and FNL chapter members, whereby at least eighty percent (80%) of chapter members surveyed shall report confidence in their ability to make a positive difference in the prevention of alcohol and other drugs.~~

~~8. At least eighty percent (80%) of youth trained shall report an increased level of media literacy.~~

~~9. At least eight percent (80%) of FNL and CL participants shall report confidence in their ability to conduct trainings on media literacy.~~

~~10. At least eighty percent (80%) of chapter advisors trained shall report increased confidence in their ability to apply youth development practices in relation to the prevention of alcohol and other drugs within their chapters.~~

~~J. PERIOD TWO SUPPORTING ACTIVITIES — By June 30, 2019, provide the following supporting activities:~~

~~1. Twelve (12) Community Collaborations;~~

1 ~~2. Seventeen (17) Trainings;~~

2 ~~3. Fifteen (15) Information Disseminations; and~~

3 ~~4. Seven (7) Media Inputs.~~

4 ~~K.~~ CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the ~~due~~
5 ~~dates and quantities~~ and ~~due dates~~ identified within ~~each of the~~ Outcome objectives, Process
6 ~~Objectives objectives, and Outcome Objectives as described in Subparagraphs E, F., G., H., I. and J.,~~
7 ~~above supporting activities.~~

8 ~~L.~~ I. ACTION PLAN—

9 1. CONTRACTOR shall submit to ADMINISTRATOR a ~~Period One~~ preliminary Action Plan
10 by August 1, ~~2017~~2019 and a final Action Plan by August 15, ~~2017; and for~~
11 ~~Period Two, a preliminary Action Plan by August 1, 2018 and a final Action Plan by August 15, 2018.~~
12 ~~Each~~2019. The Action Plan shall clearly describe the activities to be implemented to achieve the
13 Outcome Objectives and Process Objectives ~~and Outcome Objectives.~~

14 2. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and
15 the steps necessary to compile and analyze the results. ~~CONTRACTOR shall use the Action Plan~~
16 ~~format provided by ADMINISTRATOR.~~

17 ~~M~~ 3. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.

18 J. EVALUATION—

19 1. CONTRACTOR shall conduct a systematic and comprehensive ~~evaluation—each~~
20 ~~Period~~Evaluation to determine levels of effectiveness and success in accomplishing supporting activities
21 and in achieving the Outcome Objectives and Process Objectives ~~described in Subparagraphs E. through~~
22 ~~I. above.~~

23 2. CONTRACTOR shall participate and ~~CONTRACTOR's~~ ensure that their project evaluator
24 ~~shall participate—participates~~ in an Evaluation ~~planning meeting~~Planning Meeting with
25 ADMINISTRATOR ~~each Period~~ prior to developing an Evaluation Plan.

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

- 28 a. The proposed evaluator, including qualifications;
- 29 b. How staff time will be tracked, if program staff are to be used for Evaluation;
- 30 c. The method(s) to be used for evaluating each Outcome Objective and Process
31 Objective;
- 32 d. How data will be collected, including the number and characteristics of participants
33 from whom data will be collected (sampling methods) and a description of the data-collection
34 instruments;
- 35 e. How the Evaluation process is to be conceptually and procedurally integrated within
36 the services provided under the Agreement; and

37 //

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

~~34.~~ 34. CONTRACTOR shall submit a ~~Period One~~ preliminary Evaluation Plan to ADMINISTRATOR by August 1, ~~2017~~2019 and a final Evaluation Plan by August 15, ~~2017; and for Period Two a preliminary Evaluation Plan by August 1, 2018 and a final Evaluation Plan by August 15, 2018~~2019.

~~4.~~ 5. CONTRACTOR's Evaluation Plan must be approved, in writing, by ADMINISTRATOR prior to implementation of Evaluation efforts. ~~CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying Evaluation Plan.~~

~~6.~~ 5. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying Evaluation Plan.

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

NK. MEETINGS

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

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

3. Quarterly Provider Meeting - At a minimum, at least one CONTRACTOR's Program ~~Specialist or Project Assistant~~staff shall attend each of the four (4) quarterly provider meetings held by ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for quarterly provider meetings ~~for each Period~~ shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of each meeting. ~~ADMINISTRATOR may approve a substitution for the Program Specialist or Project Assistant in the event one or both of them are unable to attend.~~

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

M. REQUIRED APPROVALS

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

2. CONTRACTOR shall obtain written ~~pre~~ approval from ADMINISTRATOR prior to the purchase of Program Identity Items, ~~or the development of educational or Training materials, media content, and any reports written for audiences other than ADEPT.~~

//

1 3. CONTRACTOR shall request required approvals on a form approved or provided by
 2 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
 3 to the request. ~~Requests~~ CONTRACTOR understands that requests shall be in support of the ~~Process~~
 4 ~~Objectives and Outcome Objectives identified in Subparagraphs E. through I. and Process Objectives.~~
 5 Approvals of ~~this Exhibit A. Approval of~~ requests ~~is~~ are subject to county, state and federal funding
 6 guidelines and regulations.

7 PN. FUNDING RECOGNITION -

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

14 OO. PATENTS AND COPYRIGHT MATERIALS

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

18 2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United
 19 States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or delivered
 20 as part of the Agreement, whether or not published, which can be considered "works made for hire" per
 21 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that
 22 the copyright to any and all such works made for hire under the Agreement, whether published or
 23 unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A.,
 24 Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to
 25 use, reproduce, and disseminate all such material.

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

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

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

37 //

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

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

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

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

21 VII. STAFFING

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

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

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

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

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

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

36 //

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

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

E. CONTRACTOR shall, submit the resume of each program staff member to ADMINISTRATOR within thirty (30) calendar days of their hire or assignment for the provision of services pursuant to this Agreement.

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

	<u>FTEs</u>
PROGRAM	
Program Specialist	0.700
Project Assistant	1.250
Administrative Assistant	0.700
SUBTOTAL PROGRAM	2.650
SUBCONTRACTOR	
Evaluation	0.128
SUBTOTAL SUBCONTRACTOR	0.128
TOTAL FTEs	2.778

	<u>FTEs</u>
PROGRAM	
Project Coordinator	0.70
Admin Assistant	0.70
Project Assistant	1.25
TOTAL FTEs	2.65

1 G. CONTRACTOR shall ensure that administrative staffing is sufficient to support the
2 performance of services pursuant to this Agreement.

3 H. CONTRACTOR shall ~~notify~~ submit a staff vacancy report to ADMINISTRATOR, ~~in writing,~~
4 within ~~seventy-two (72) hours, of any staffing changes; including vacancies associated with~~ five (5)
5 ~~business days following the~~ termination, resignation, and/or notice of resignation; ~~leaves of absence;~~
6 ~~promotions; temporary FTE changes; and internal or external temporary staffing assignment requests~~
7 ~~that occur during the term of the Agreement. CONTRACTOR's notification to ADMINISTRATOR~~
8 ~~shall provide appropriate information regarding the staffing change, such as but not limited to~~ of any
9 employee. The report shall include the employee's name(s), position title(s), date(s) of
10 resignation/separation, ~~_____ date(s)~~
11 ~~of hire/promotion, FTE adjustments, leave timeframes/estimates, internships, jobs duties, and, and a~~
12 description of the recruitment activity ~~for replacement staff~~ to replace the employee.

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

16 ~~— J. CONTRACTOR shall maintain personnel files for each paid or unpaid staff member, both~~
17 ~~administrative and programmatic, which shall include as appropriate and applicable, but not be limited~~
18 ~~to, an application for employment, qualifications for the positions, job description, documentation of~~
19 ~~bicultural/bilingual capabilities, pay rate, evaluations justifying pay increases, and copies of pertinent~~
20 ~~training certifications pursuant to the terms of this Agreement.~~

21 ~~— K. J.~~ Requests for exceptions to staffing requirements ~~set forth in Subparagraph B. above~~ must
22 be submitted to ADMINISTRATOR in writing and must specify the benefit to the program.
23 CONTRACTOR must obtain ~~ADMINISTRATOR's~~ ADMINISTRATOR approval prior to assignment
24 of program staff member to perform services pursuant to this Agreement.

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

27 #
28 #
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //