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EXHIBIT A

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**Term:** July 1, 2019 through June 30, 2020

**Maximum Obligation:** \$400,000

**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](mailto:rhendrick@ocde.us)

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## I. ACRONYMS

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

1		
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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. 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	AA. CalWORKs	California Work Opportunity and Responsibility for Kids
29	AB. CAP	Corrective Action Plan
30	AC. CAT	Centralized Assessment Team
31	AD. CCC	California Civil Code
32	AE. CCLD	(California) Community Care Licensing Division
33	AF. CCR	California Code of Regulations
34	AG. CDCR	California Department of Corrections and Rehabilitation
35	AH. CDSS	California Department of Social Services
36	AI. CERC	Children's Emergency Receiving Center
37	AJ. CESI	Client Evaluation of Self at Intake

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

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

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

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

1 FZ. W&IC California Welfare and Institutions Code  
2 GA. WIC Women, Infants and Children  
3

4 **II. ALTERATION OF TERMS**

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

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

12  
13 **III. ASSIGNMENT OF DEBTS**

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

21  
22 **IV. COMPLIANCE**

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

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

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

- 35 a. Designation of a Compliance Officer and/or compliance staff.
- 36 b. Written standards, policies and/or procedures.
- 37 c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide

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

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

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

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

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

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

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

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

36 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction

1 screened. Such individual or entity shall be immediately removed from participating in any activity  
2 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or  
3 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
4 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the  
5 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

34 E. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall  
35 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to  
36 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR  
37 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults

1 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR’s right to terminate this  
2 Agreement on the basis of such default.

3  
4 **V. CONFIDENTIALITY**

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

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

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

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

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

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

31  
32 **VI. COST REPORT**

33 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a  
34 portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which  
35 they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in  
36 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special  
37 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and

1 between programs, cost centers, services, and funding sources in accordance with such requirements and  
2 consistent with prudent business practice, which costs and allocations shall be supported by source  
3 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon  
4 reasonable notice.

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

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

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

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

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

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

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

37 //

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

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

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

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

24 Signed \_\_\_\_\_  
25 Name \_\_\_\_\_  
26 Title \_\_\_\_\_  
27 Date \_\_\_\_\_"

28  
29 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

30 A. CONTRACTOR certifies that it and its principals:

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

33 2. Have not within a three-year period preceding this Agreement been convicted of or had a  
34 civil judgment rendered against them for commission of fraud or a criminal offense in connection with  
35 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
36 under a public transaction; violation of federal or state antitrust statutes or commission of  
37 //

1 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or  
2 receiving stolen property.

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

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

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

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

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

18  
19 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

33 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
34 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
35 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
36 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR

37 //

1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
2 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

31  
32 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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

5  
6 **X. EQUIPMENT**

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

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

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

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

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

36 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
37 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,

1 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
2 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

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

10  
11 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

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

23  
24 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

36 F. QUALIFIED INSURER

37 //

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

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

9 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 10 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

26 H. REQUIRED COVERAGE FORMS

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

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

31 I. REQUIRED ENDORSEMENTS

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

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

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

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

8 K. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
9 cancellation and within ten (10) days for non-payment of premium and provide a copy of the  
10 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
11 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this  
12 Agreement.

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

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

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

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

27 P. SUBMISSION OF INSURANCE DOCUMENTS

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

29 a. Prior to the start date of this Agreement.

30 b. No later than the expiration date for each policy.

31 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
32 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

15 **XIII. INSPECTIONS AND AUDITS**

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

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

30 C. AUDIT RESPONSE

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

36 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
37 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said

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

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

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

15  
16 **XIV. LICENSES AND LAWS**

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

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

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

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

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

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

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

37 //

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

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

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

- 13 1. ARRA of 2009.
- 14 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 15 3. CCC §§1798.80 through 1798.84, Customer Records.
- 16 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 17 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social  
18 Security.
- 19 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse  
20 Master Plans
- 21 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 22 8. HSC, §11876, Narcotic Treatment Programs.
- 23 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 24 10. Code of Federal Regulations, Title 42, Public Health.
- 25 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 26 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 27 13. 41 CFR 50, Public Contracts and Property Management
- 28 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 29 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse  
30 prevention and treatment block grants and/or projects for assistance in transition from  
31 homelessness grants.
- 32 16. 45 CFR 93, New Restrictions on Lobbying.
- 33 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 34 18. 45 CFR 96.132, Additional Agreements.
- 35 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 36 20. 45 CFR 160, General Administrative Requirements.
- 37 21. 45 CFR 162, Administrative Requirements.

- 1 22. 45 CFR 164, Security and Privacy.
- 2 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 3 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 4 25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act of 2000
- 5 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 6 Contracting and Financial Transactions.
- 7 27. 31 USC §§7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 8 Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- 9 for Federal Awards
- 10 28. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 11 National Institute on Drug Abuse.
- 12 29. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 13 Administration.
- 14 30. 42 USC §290dd-2, Confidentiality of Records.
- 15 31. 42 USC §1320(a), Uniform reporting systems for health services facilities
- 16 and organizations.
- 17 32. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 18 33. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 19 34. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 20 35. 42 USC §2000d, Civil Rights Act of 1964.
- 21 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
- 22 Grants Policy Statement (10/13).
- 23 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
- 24 Co-Occurring Disorders, Mental Health Services Oversight and Accountability
- 25 Commission, 1/17/08
- 26 38. State of California, Department of Alcohol and Drug Programs Audit Assistance
- 27 Guide Manual
- 28 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
- 29 Program Certification Standards, March 2004.

30  
31 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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

18  
19 **XVI. MAXIMUM OBLIGATION**

20 The Total Maximum Obligation of COUNTY for services provided in accordance with this  
21 Agreement, are as specified in the Referenced Contract Provisions of this Agreement.

22  
23 **XVII. MINIMUM WAGE LAWS**

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

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

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

**XVIII. NONDISCRIMINATION**

**A. EMPLOYMENT**

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

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

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

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

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

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

**B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
 2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
 3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
 4 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the  
 5 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other  
 6 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
 7 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
 8 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
 9 or more of the factors identified above:

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

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

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

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

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

36 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
 37 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

1 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
2 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
3 enforce rights secured by federal or state law.

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

8  
9 **XIX. NOTICES**

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

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

15 2. When faxed, transmission confirmed;

16 3. When sent by Email; or

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

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

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

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

29  
30 **XX. NOTIFICATION OF DEATH**

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

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

36 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
37 telephone immediately upon becoming aware of the death due to non-terminal illness of any person

1 served pursuant to this Agreement; provided, however, weekends and holidays shall not be included for  
2 purposes of computing the time within which to give telephone notice and, notwithstanding the time  
3 limit herein specified, notice need only be given during normal business hours.

4 2. WRITTEN NOTIFICATION

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

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

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

16  
17 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

25  
26 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 30 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),
- 31 75055(a), 75343(a), and 77143(a).
- 32 2. State of California, Department of Health Care Services ASRS Manual.
- 33 3. State of California, Department of Health Care Services DPFS Manual.
- 34 4. California Health and Safety Code §123145.
- 35 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

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

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

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

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

17  
18 **XXIII. RESEARCH AND PUBLICATION**

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

22  
23 **XXIV. SEVERABILITY**

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

29  
30 **XXV. SPECIAL PROVISIONS**

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

- 33 1. Making cash payments to intended recipients of services through this Agreement.
- 34 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
35 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
36 use of appropriated funds to influence certain federal contracting and financial transactions).
- 37 3. Fundraising.

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
2 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

3 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
4 body for expenses or services.

5 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
6 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
7 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

8 7. Paying an individual salary or compensation for services at a rate in excess of the current  
9 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
10 Schedule may be found at [www.opm.gov](http://www.opm.gov).

11 8. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

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

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

30 2. Making phone calls outside of the local area unless documented to be directly for the  
31 purpose of client care.

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

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

35 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
36 CONTRACTOR's clients.

37 //

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

5  
6 **XXVI. STATUS OF CONTRACTOR**

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

18  
19 **XXVII. TERM**

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

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

28  
29 **XXVIII. TERMINATION**

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

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

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

- 1 1. The loss by CONTRACTOR of legal capacity.
- 2 2. Cessation of services.
- 3 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
- 4 another entity without the prior written consent of COUNTY.
- 5 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
- 6 required pursuant to this Agreement.
- 7 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
- 8 this Agreement.
- 9 6. The continued incapacity of any physician or licensed person to perform duties required
- 10 pursuant to this Agreement.
- 11 7. Unethical conduct or malpractice by any physician or licensed person providing services
- 12 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
- 13 removes such physician or licensed person from serving persons treated or assisted pursuant to this
- 14 Agreement.

15 D. CONTINGENT FUNDING

- 16 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 17 a. The continued availability of federal, state and county funds for reimbursement of
- 18 COUNTY’s expenditures, and
- 19 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
- 20 approved by the Board of Supervisors.
- 21 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 22 terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given
- 23 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 24 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

- 31 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 32 is consistent with recognized standards of quality care and prudent business practice.
- 33 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 34 performance during the remaining contract term.
- 35 3. Until the date of termination, continue to provide the same level of service required by this
- 36 Agreement.

37 //

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

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

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

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

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

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

18  
19 **XXIX. THIRD PARTY BENEFICIARY**

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

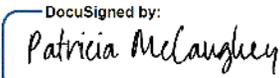
23  
24 **XXX. WAIVER OF DEFAULT OR BREACH**

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

30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

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

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

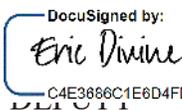
6  
7  
8 BY:  \_\_\_\_\_ DATED: 3/19/2019

9  
10 TITLE: Administrator, Business Operations

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: 3/19/2019

32  
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.

1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
4 FRIDAY NIGHT LIVE PARTNERSHIP  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.  
9 ORANGE COUNTY DEPARTMENT OF EDUCATION  
10 JULY 1, 2019 THROUGH JUNE 30, 2020

11  
12 **I. DEFINITIONS**

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

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

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

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

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

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

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

34 G. Collaboration: A process of participation through which people, groups, and agencies, work  
35 toward prevention goals.

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

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

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

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

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

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

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

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

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

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

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

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

28 R. Outcome: Measurable change that occurs as a result of a program’s overall performance in  
29 implementing it’s planned Activities.

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

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

34 U. Process Objective: Operational activities and tasks that support success of the Outcome.

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

37 //

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

5 X. Strategic Prevention Framework: The Strategic Prevention Framework (SPF) is SAMHSA’s  
6 five-step systematic community-based approach, which aims to ensure that substance abuse prevention  
7 programs can and do produce results.

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

9 Z. Sustainability: The process through which a prevention system becomes a norm and is  
10 integrated into on-going operations.

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

14 AB. Training: An instructional process that is intended to impart knowledge, skills and  
15 competencies required for the performance of a particular job, project or task. Training is a skill building  
16 activity that teaches a person how to do something and carries the expectation that the person will take  
17 direct, purposeful action by applying the skills developed.

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

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**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>FY 2019-2020</u>
ADMINISTRATIVE COST	
Indirect	\$ 34,101
SUBTOTAL ADMINISTRATIVE COST	\$ 34,101
PROGRAM COST	
Salaries	\$ 184,184
Benefits	82,883
Services and Supplies	70,832
Subcontracts	<u>28,000</u>
SUBTOTAL PROGRAM COST	\$ 365,899
TOTAL COST	\$ 400,000
REVENUE	
SAPTBG	<u>\$ 400,000</u>
TOTAL REVENUE	\$ 400,000
MAXIMUM OBLIGATION	\$ 400,000

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs 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

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

3  
4 CFDA Year: 2017  
5 CFDA No.: 93.959  
6 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)  
7 Federal Agency: Department of Health and Human Services/Substance Abuse and  
8 Mental Health Services Administration  
9 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract  
10 Amount: \$400,000 (estimated)

11  
12 2. CONTRACTOR may be required to have an audit conducted in accordance with federal  
13 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal  
14 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

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

19  
20 **III. CULTURAL COMPETENCY**

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

27  
28 **IV. PAYMENTS**

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

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

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

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

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

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

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

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

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

31  
32 **V. REPORTS**

33 **A. FISCAL**

34 1. Expenditure-Revenue Report – CONTRACTOR shall submit Expenditure and Revenue  
35 Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form  
36 approved or provided by ADMINISTRATOR, and shall report actual costs and revenue for each of the  
37 CONTRACTOR’s program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to

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

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

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

16 B. PROGRAMMATIC

17 2. Quarterly Progress Report – CONTRACTOR shall submit Quarterly Progress Reports to  
18 ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR and document  
19 progress toward Outcome Objectives and Process Objectives, project successes, barriers to  
20 implementation, staff changes and reasons for staff changes, and plans for the following quarter.  
21 CONTRACTOR shall submit supporting documentation with each Quarterly Progress Report including,  
22 but not limited to, tracking measures, materials developed, and Evaluation results. Quarterly Reports are  
23 due on the following dates:

24  
25 Quarter 1: July 1, 2019 through September 30, 2019, due October 15, 2019;

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

27 Quarter 3: January 1, 2020 through March 31, 2020, due April 15, 2020.  
28

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

35 4. Primary Prevention Substance Use Disorder Data Service (PPSDS) – CONTRACTOR shall  
36 comply with the data collection requirements for prevention as mandated by the California Department  
37 of Health Care Services (DHCS), Substance Use Disorder Program, Policy and Fiscal Division, Policy

1 and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and report on the  
2 service populations as defined in the IOM model. ADMINISTRATOR shall make trainings and  
3 technical assistance available for completing reports throughout the term of this Agreement.

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

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

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

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

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

21  
22 **VI. SERVICES**

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

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

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

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

36 //

37 //

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

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

10 D. ROLE OF CONTRACTOR

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

16 a. FNL is a youth development program serving youth ages thirteen to eighteen (13-18)  
17 years.

18 b. CL is a youth development program serving youth ages eleven to thirteen (11 to 13)  
19 years

20 c. FNL Kids is a youth development program for youth ages eight to eleven (8 to 11)  
21 years

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

28 E. OUTCOME OBJECTIVES

29 CONTRACTOR shall work to achieve the following ten (10) Outcome Objectives by June 15, 2020,  
30 unless otherwise noted:

31 1. By January 31, 2020, youth Leadership Training participants shall increase their knowledge  
32 of leadership skills by ten percent (10%) as measured by pre-post tests.

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

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

37 //

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

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

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

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

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

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

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

18 F. PROCESS OBJECTIVES

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

21 1. By January 31, 2020, train a minimum of one hundred fifty (150) FNL members on  
22 leadership skills.

23 2. By January 31, 2020, train a minimum of one hundred (100) CL members on leadership  
24 skills.

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

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

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

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

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

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

- 1 9. Train a minimum of seven hundred (700) youth on media literacy.
- 2 10. Collaborate with FNL and/or CL members to conduct media literacy trainings to a
- 3 minimum of two hundred twenty (220) youth.
- 4 11. Train a minimum of fifty (50) FNL and CL members to conduct trainings on media literacy.
- 5 12. Collaborate with school-based FNL Kids chapters to conduct at least two (2) prevention
- 6 activities at each school with a FNL Kids Program that result in contact with at least sixty percent (60%)
- 7 of the fourth through sixth (4th- 6th) grade students.
- 8 13. Collaborate with school-based CL chapters to conduct at least two (2) prevention activities
- 9 at each school with a CL Program that result in contact with at least fifty percent (50%) of the
- 10 middle/junior high school enrollment.
- 11 14. Collaborate with school-based FNL chapters to conduct at least one (1) prevention activity
- 12 at each school with a FNL Program, whereby at least forty percent (40%) of high school students, in
- 13 aggregate, are involved.
- 14 15. By December 1, 2019, train a minimum of twenty (20) advisors on the application of youth
- 15 development practices in relation to the prevention of alcohol and other drugs.
- 16 16. Train an additional ten (10) advisors on the application of youth development practices in
- 17 relation to the prevention of alcohol and other drugs.
- 18 17. Provide at least one hundred fifty (150) technical assistance sessions to support current
- 19 chapters.
- 20 18. Maintain a Member-In-Good Standing status as defined by the CFNLP guidelines.

21 G. SUPPORTING ACTIVITIES

22 CONTRACTOR shall, by June 15, 2020, provide the following supporting activities:

- 23 1. Thirteen (13) Community Collaborations;
- 24 2. Twenty five (25) Trainings;
- 25 3. Sixteen (16) Information Disseminations; and
- 26 4. Five (5) Media Inputs.

27 H. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the  
28 quantities and due dates identified within the Outcome objectives, Process objectives, and supporting  
29 activities.

30 I. ACTION PLAN

31 1. CONTRACTOR shall submit to ADMINISTRATOR a preliminary Action Plan by August  
32 1, 2019 and a final Action Plan by August 15, 2019. The Action Plan shall clearly describe the activities  
33 to be implemented to achieve the Outcome Objectives and Process Objectives.

34 2. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and  
35 the steps necessary to compile and analyze the results.

36 3. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.

37 J. EVALUATION

1 1. CONTRACTOR shall conduct a systematic and comprehensive Evaluation to determine  
2 levels of effectiveness and success in accomplishing supporting activities and in achieving the Outcome  
3 Objectives and Process Objectives.

4 2. CONTRACTOR shall participate and ensure that their project evaluator participates in an  
5 Evaluation Planning Meeting with ADMINISTRATOR prior to developing an Evaluation Plan.

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

8 a. The proposed evaluator, including qualifications;

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

10 c. The method(s) to be used for evaluating each Outcome Objective and Process  
11 Objective;

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

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

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

19 4. CONTRACTOR shall submit a preliminary Evaluation Plan to ADMINISTRATOR by  
20 August 1, 2019 and a final Evaluation Plan by August 15, 2019.

21 5. CONTRACTOR's Evaluation Plan must be approved, in writing, by ADMINISTRATOR  
22 prior to implementation of Evaluation efforts.

23 6. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying  
24 Evaluation Plan.

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

27 K. MEETINGS

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

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

34 3. Quarterly Provider Meeting - At a minimum, at least one CONTRACTOR's Program staff  
35 shall attend each of the four (4) quarterly provider meetings held by ADMINISTRATOR for the  
36 purpose of networking, learning, and sharing. Dates for quarterly provider meetings shall be determined  
37 //

1 by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of  
2 each meeting.

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

5 M. REQUIRED APPROVALS

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

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

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

16 N. FUNDING RECOGNITION

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

23 O. PATENTS AND COPYRIGHT MATERIALS

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

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

35 3. CONTRACTOR agrees and does hereby grant to COUNTY for all purposes a royalty-free,  
36 non-exclusive, and irrevocable license throughout the world to reproduce, to prepare derivative works,  
37 to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of any work, data or

1 material in any manner which is created, produced, developed, or delivered as part of this Agreement,  
2 but which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall  
3 have authority to grant such license to others.

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

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

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

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

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

27 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
28 Services Paragraph of this Exhibit A to the Agreement.

29  
30 **VII. STAFFING**

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

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

37 //

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

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

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

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

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

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

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

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

PROGRAM	<u>FTEs</u>
Project Coordinator	0.70
Admin Assistant	0.25
Project Assistant	<u>1.25</u>
TOTAL FTEs	2.20

31  
 32 G. CONTRACTOR shall ensure that administrative staffing is sufficient to support the  
 33 performance of services pursuant to this Agreement.

34 H. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)  
 35 business days following the termination, resignation, and/or notice of resignation of any employee. The  
 36 report shall include the employee's name, position title, date of resignation, and a description of the  
 37 recruitment activity to replace the employee.

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

4 J. Requests for exceptions to staffing requirements must be submitted to ADMINISTRATOR in  
5 writing and must specify the benefit to the program. CONTRACTOR must obtain ADMINISTRATOR  
6 approval prior to assignment of program staff member to perform services pursuant to this Agreement.

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

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