

1 AGREEMENT FOR PROVISION OF
2 COMMUNITY BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES

3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE-ORANGE COUNTY
7 JULY 1, 2014~~2016~~ THROUGH JUNE 30, 2016~~2018~~
8

9 THIS AGREEMENT entered into this 1st day of July 2014~~2016~~, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE-ORANGE COUNTY, a
12 California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the
13 County of Orange Health Care Agency (ADMINISTRATOR).
14

15 WITNESSETH:
16

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Community
18 Based Alcohol and Other Drug Prevention services described herein to the residents of Orange
19 County; and

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

22 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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EXHIBIT A

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2014~~2016 through June 30, ~~2016~~2018
Period One means the period from July 1, ~~2014~~2016 through June 30, ~~2015~~2017
Period Two means the period from July 1, ~~2015~~2017 through June 30, ~~2016~~2018

Maximum Obligation:

Period One Maximum Obligation:	\$ <u>350,000</u>
Period Two Maximum Obligation:	<u>350,000</u>
TOTAL MAXIMUM OBLIGATION:	\$ <u>700,000</u>

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

CONTRACTOR DUNS Number:

129192808

CONTRACTOR TAX ID Number:

95-1970946

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: National Council on Alcoholism and Drug Dependence-Orange County
Attention: Phillip Falcetti, Chief Executive Director
5 Mason, Suite 150
Irvine, CA 92618
phillipf@ncaddoc.org

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10 I. ACRONYMS

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

<u>13</u>	A. AA	Alcoholics Anonymous
<u>14</u>	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
<u>15</u>	C. ABC	Allied Behavioral Care
<u>16</u>	D. ADEPT ACH	Acute Care Hospital
<u>17</u>	E. ADAS	Alcohol and Drug Education and Prevention Team Abuse Services
<u>18</u>	F. ADL	Activities of Daily Living
<u>19</u>	G. ADP	Alcohol and Drug Program
<u>20</u>	H. AES	Advanced Encryption Standard
<u>21</u>	I. AFLP	Adolescent Family Life Program
<u>22</u>	J. AIDS	Acquired Immune Deficiency Syndrome
<u>23</u>	K. AIM	Access for Infants and Mothers
<u>24</u>	L. AMHS	Adult Mental Health Services
<u>25</u>	M. B. ARRA	American Recovery and Reinvestment Act of 2009
<u>26</u>	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
<u>27</u>	O. ASI	Addiction Severity Index
<u>28</u>	P. C. ASIST	Applied Suicide Intervention Skills Training
<u>29</u>	Q. ASO	Administrative Services Organization
<u>30</u>	R. ASRS	Alcohol and Drug Programs Reporting System
<u>31</u>	S. BBS	Board of Behavioral Sciences
<u>32</u>	T. BCP	Business Continuity Plan
<u>33</u>	U. BH	Base Hospital
<u>34</u>	V. BHS	Behavioral Health Services
<u>35</u>	W. CalOMS	D. CALOMS-PV California Outcome Outcomes Measurement
<u>36</u>	Service for Prevention System	
<u>37</u>	X. CalWORKs	California Work Opportunity and Responsibility for Kids

<u>1</u>	Y. CAP	Corrective Action Plan
<u>2</u>	Z. E CAT	Centralized Assessment Team
<u>3</u>	AA. CCC	California Civil Code
<u>4</u>	AB. CCLD	(California) Community Care Licensing Division
<u>5</u>	AC. F CCR	California Code of Regulations
<u>6</u>	AD. CDCR	California Department of Corrections and Rehabilitation
<u>7</u>	AE. CDSS	California Department of Social Services
<u>8</u>	AF. CERC	Children's Emergency Receiving Center
<u>9</u>	AG. CESI	Client Evaluation of Self at Intake
<u>10</u>	AH. CEST	Client Evaluation of Self and Treatment
<u>11</u>	AI. CFDA	Catalog of Federal Domestic Assistance
<u>12</u>	AJ. G CEO	County Executive Office
<u>13</u>	H CFR	Code of Federal Regulations
<u>14</u>	AK. CHDP	Child Health and Disability Prevention
<u>15</u>	AL. CHHS	California Health and Human Services Agency
<u>16</u>	AM. I CHPP	COUNTY HIPAA Policies and Procedures
<u>17</u>	AN. J CHS	Correctional Health Services
<u>18</u>	AO. CIPA	California Information Practices Act
<u>19</u>	AP. CMPPA	Computer Matching and Privacy Protection Act
<u>20</u>	AQ. K COI	Certificate of Insurance
<u>21</u>	AR. CPA	Certified Public Accountant
<u>22</u>	AS. CSI	Client and Services Information
<u>23</u>	AT. L CSAP	Center for Substance CSW Clinical Social Worker
<u>24</u>	AU. CYBHS	Children and Youth Behavioral Health Services
<u>25</u>	AV. DATAR	Drug Abuse Prevention Treatment Access Report
<u>26</u>	M AW. DCR	Data Collection and Reporting
<u>27</u>	AX. DD	Dually Diagnosed
<u>28</u>	AY. DEA	Drug Enforcement Agency
<u>29</u>	AZ. DHCS	California Department of Health Care Services
<u>30</u>	BA. D/MC	Drug/Medi-Cal
<u>31</u>	N DHCS	BB. DMV California Department of Health-Care
<u>32</u>	ServicesMotor Vehicles	
<u>33</u>	O BC.DoD	US Department of Defense
<u>34</u>	BD. DPFS	Drug Program Fiscal Systems
<u>35</u>	BE. DRC	Probation's Day Reporting Center
<u>36</u>	BF. DRP	Disaster Recovery Plan
<u>37</u>	BG. P DRS	Designated Record Set

<u>1</u>	Q	BH.DSM	Diagnostic and Statistical Manual of Mental Disorders
<u>2</u>		BI. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
<u>3</u>		BJ. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
<u>4</u>		BK. EBP	Evidence-Based Practice
<u>5</u>		BL. EDN	Electronic Disease Notification System
<u>6</u>		BM. EEOC	Equal Employment Opportunity Commission
<u>7</u>		BN. EHR	Electronic Health Records
<u>8</u>		BO. ePHI	Electronic Protected Health Information
<u>9</u>	R	BP. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
<u>10</u>		BQ. ERC	Emergency Receiving Center
<u>11</u>		BR. FFS	Fee For service
<u>12</u>		BS. FIPS	Federal Information Processing Standards
<u>13</u>		BT. FQHC	Federally Qualified Health Center
<u>14</u>		BU. FSP	Full Service Partnership
<u>15</u>		BV. FTE	Full Time Equivalent
<u>16</u>		BW. GAAP	Generally Accepted Accounting Principles
<u>17</u>	S	BX.HAB	Federal HIV/AIDS Bureau
<u>18</u>		BY. HCA	County of Orange Health Care Agency
<u>19</u>	T	BZ. HHS	Federal Health and Human Services Agency
<u>20</u>	U	CA. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
<u>21</u>			Law 104-191
<u>22</u>	V	CB.HITECH	Health Information Technology for Economic and Clinical Health
<u>23</u>			Act, Public Law 111-005
<u>24</u>		CC. HIV	Human Immunodeficiency Virus
<u>25</u>		CD. HRSA	Federal Health Resources and Services Administration
<u>26</u>		CE. HSC	California Health and Safety Code
<u>27</u>		CF. IBNR	Incurred But Not Reported
<u>28</u>		CG. ID	Identification
<u>29</u>		CH. IEA	Information Exchange Agreement
<u>30</u>		CI. IMD	Institute for Mental Disease
<u>31</u>		W . IOM	Institute of Medicine
<u>32</u>		CK. IRIS	Integrated Records and Information System
<u>33</u>		X . ISO	Insurance Services Office
<u>34</u>		CM. ITC	Indigent Trauma Care
<u>35</u>		CN. LCSW	Licensed Clinical Social Worker
<u>36</u>		CO. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
<u>37</u>		CP. LPS	Lanterman/Petris/Short (Act)

<u>1</u>	CQ.	LPT	Licensed Psychiatric Technician
<u>2</u>	CR.	MAT	Medication Assisted Treatment
<u>3</u>	CS.	MEDS	Medi-Cal Eligibility Determination System
<u>4</u>	CT.	MFT	Marriage and Family Therapist
<u>5</u>	CU.	MH	Mental Health
<u>6</u>	CV.	MHIS	Mental Health Inpatient Services
<u>7</u>	CW.	MIHS	Medical and Institutional Health Services
<u>8</u>	CX.	Y. MHP	Mental Health Plan
<u>9</u>	CY.	MHRC	Mental Health Rehabilitation Centers
<u>10</u>	CZ.	MHS	Mental Health Specialist
<u>11</u>	DA.	MHSA	Mental Health Services Act
<u>12</u>	DB.	MORS	Milestones of Recovery Scale
<u>13</u>	DC.	MS	Mandatory Supervision
<u>14</u>	DD.	MSN	Medical Safety Net
<u>15</u>	DE.	MTP	Master Treatment Plan
<u>16</u>	DF.	NA	Narcotics Anonymous
<u>17</u>	DG.	NIATx	Network Improvement of Addiction Treatment
<u>18</u>	DH.	NIH	National Institutes of Health
<u>19</u>	DI.	NIST	National Institute of Standards and Technology
<u>20</u>	DJ.	NOA	Notice of Action
<u>21</u>	DK.	NP	Nurse Practitioner
<u>22</u>	DL.	NPDB	National Provider Data Bank
<u>23</u>	DM.	NPI	National Provider Identifier
<u>24</u>	DN.	NPP	Notice of Privacy Practices
<u>25</u>	DO.	OCEMS	Orange County Emergency Medical Services
<u>26</u>	DP.	Z. OCJS	Orange County Jail System
<u>27</u>	AA. DQ.	OC-MEDS	Orange County Medical Emergency Data System
<u>28</u>	DR.	OCPD	Orange County Probation Department
<u>29</u>	AB. DS.	OCR	Federal Office for Civil Rights
<u>30</u>	AC. DT.	OCSD	Orange County Sheriff's Department
<u>31</u>	DU.	AD. OIG	Federal Office of Inspector General
<u>32</u>	DV.	AE. OMB	Federal Office of Management and Budget
<u>33</u>	DW.	AF. OPM	Federal Office of Personnel Management
<u>34</u>	DX.	ORR	Federal Office of Refugee Resettlement
<u>35</u>	DY.	P&P	Policy and Procedure
<u>36</u>	DZ.	AG. PA DSS	Payment Application Data Security Standard
<u>37</u>	EA.	PAF	Partnership Assessment Form

<u>1</u>	EB.	PAR	Prior Authorization Request
<u>2</u>	EC.	PBM	Pharmaceutical Benefits Management
<u>3</u>	ED.	AH. PC	State of California Penal Code
<u>4</u>	EE.	AI. PCI DSS	-Payment Card Industry Data Security Standard
<u>5</u>	EF.	PCP	Primary Care Provider
<u>6</u>	EG.	PCS	Post-Release Community Supervision
<u>7</u>	EH.	AJ. PHI	Protected Health Information
<u>8</u>	EI.	PI	Personal Information
<u>9</u>	EJ.	AK. PII	Personally Identifiable Information
<u>10</u>	AL.	EK. PRA	California Public Record Records Act
<u>11</u>	AM.	RBS	Responsible Beverage Service
<u>12</u>	AN.	SAMHSA	EL. PSAI/ACT Perinatal Substance Abuse Services
<u>13</u>			Initiative/Assessment and Coordination Team
<u>14</u>	EM.	PSC	Professional Services Contract
<u>15</u>	EN.	PTRC	Paramedic Trauma Receiving Center
<u>16</u>	EO.	QI	Quality Improvement
<u>17</u>	EP.	QIC	Quality Improvement Committee
<u>18</u>	EQ.	RHAP	Refugee Health Assessment Program
<u>19</u>	ER.	RHEIS	Refugee Health Electronic Information System
<u>20</u>	ES.	RN	Registered Nurse
<u>21</u>	ET.	RSA	Remote Site Access
<u>22</u>	EU.	SAPTBG	Substance Abuse and Mental Health Services Administration Prevention and
<u>23</u>			Treatment Block Grant
<u>24</u>	EV.	SD/MC	Short-Doyle Medi-Cal
<u>25</u>	EW.	AO. SIR	Self-Insured Retention
<u>26</u>	AP.	SPF	Strategic EX. SMA Statewide Maximum Allowable
<u>27</u>			(rate)
<u>28</u>	EY.	SNF	Skilled Nursing Facility
<u>29</u>	EZ.	SR	Supervised Release
<u>30</u>	FA.	SRP	Supervised Release Participant
<u>31</u>	FB.	SSA	County of Orange Social Services Agency
<u>32</u>	FC.	SSI	Supplemental Security Income
<u>33</u>	FD.	STP	Special Treatment Program
<u>34</u>	FE.	SUD	Substance Use Disorder
<u>35</u>	FF.	TAR	Treatment Authorization Request
<u>36</u>	FG.	TAY	Transitional Age Youth
<u>37</u>	FH.	TB	Tuberculosis

<u>1</u>	FI.	TBS	Therapeutic Behavioral Services	
<u>2</u>	FJ.	TRC	Therapeutic Residential Center	
<u>3</u>	FK.	TTY	Teletypewriter	
<u>4</u>	FL.	TUPP	Tobacco Use Prevention Framework Program	
<u>5</u>	AQ.	TA	Technical Assistance	
<u>6</u>	AR.	The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005	
<u>7</u>				
<u>8</u>	AS.	FM.	UMDAP	Uniform Method of Determining Ability to Pay
<u>9</u>	FN.	UOS	Units of Service	
<u>10</u>	FO.	USC	United States Code	
<u>11</u>	FP.	VOLAGs	Volunteer Agencies	
<u>12</u>	FQ.	W&IC	AT. WIC State of California Welfare and	
<u>13</u>			Institutions Code	
<u>14</u>	FR.	WIC	Women, Infants and Children	
<u>15</u>				

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

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IV. COMPLIANCE

1 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring
2 adherence to all rules and regulations related to federal and state health care programs.
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4 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
5 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and
6 General Compliance Trainings.

7 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
8 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
9 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
10 described in subparagraphs below.

11 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of
12 Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar
13 days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with
14 HCA's Compliance Program and Code of Conduct.

15 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct
16 then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and
17 procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
18 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program
19 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to
20 meet said standards or shall be asked to acknowledge and agree to ~~the~~ HCA's Compliance Program
21 and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not
22 contain all required elements.

23 //

24 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
25 ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and Code of Conduct contains all required
26 elements, ~~CONTRACTOR-~~ shall ensure that all Covered Individuals relative to this Agreement are
27 made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and
28 procedures.

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

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

1 General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible
2 Provider List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

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

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

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

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

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

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

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

~~D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

~~1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.~~

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

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

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

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

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and

1 regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may
 2 hereafter be amended or changed.

3 #

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

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

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

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

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

26 VI. COST REPORT

27 A. -CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
 28 portion thereof, to COUNTY no later than ~~sixty (60)~~ forty-five (45) calendar days following the period
 29 for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost
 30 Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the
 31 Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect
 32 costs to and between programs, cost centers, services, and funding sources in accordance with such
 33 requirements and consistent with prudent business practice, which costs and allocations shall be
 34 supported by source documentation maintained by CONTRACTOR, and available at any time to
 35 ADMINISTRATOR upon reasonable notice.

36 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
 37

1 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
 2 following:

3 //
 4 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for
 5 each business day after the above specified due date that the accurate and complete Cost Report is not
 6 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR.
 7 The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
 8 CONTRACTOR.

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

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

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

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

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

35 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
 36 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
 37 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY.

Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

Signed _____
Name _____
Title _____
Date _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

16 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

11 4.5. Whether CONTRACTOR is a nonprofit, ~~or a for-profit,~~ or a governmental organization,
 12 CONTRACTOR shall provide written notification within thirty (30) calendar days to
 13 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors ~~or~~
 14 ~~any governing body~~ of CONTRACTOR at one time.

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

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

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

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

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

30 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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

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7 **X. EQUIPMENT**

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

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

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

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

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

37 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure

1 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
2 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
3 Equipment are moved from one location to another or returned to COUNTY as surplus.

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

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

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

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20 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

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

32
33 **XII. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or

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

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

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

23 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 24 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in
 25 an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 26 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

27 DE. If ~~CONTRACTOR~~ CONTRACTOR fails to maintain insurance acceptable to COUNTY for the
 28 full term of this Agreement, COUNTY may terminate this Agreement.

29 EF. QUALIFIED INSURER

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

36 #

37 2. If the insurance carrier ~~is not an admitted carrier in the state of California and~~ does not

1 have an A.M. Best ~~rating~~ Rating of A-/VIII, the CEO/Office of Risk Management retains the right to
 2 approve or reject a carrier after a review of the company's performance and financial ratings.

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

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

33 GH. **REQUIRED COVERAGE FORMS**

- 34 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
- 35 substitute form providing liability coverage at least as broad.
- 36 2. The Business ~~Auto~~ Automobile Liability coverage shall be written on ISO form CA 00
- 37

1 01, CA 00 05, CA ~~0012~~00 12, CA 00 20, or a substitute form providing coverage at least as broad.

2 **HI. REQUIRED ENDORSEMENTS** – The Commercial General Liability policy shall contain
3 the following endorsements, which shall accompany the COI:

4 #

5 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at
6 least as broad naming the County of Orange, its elected and appointed officials, officers, employees,
7 and agents as Additional Insureds.

8 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's
9 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
10 excess and non-contributing.

11 **IJ.** All insurance policies required by this Agreement shall waive all rights of subrogation against
12 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
13 officers, agents and employees when acting within the scope of their appointment or employment.

14 **JK.** The Workers' Compensation policy shall contain a waiver of subrogation endorsement
15 waiving all rights of subrogation against the County of Orange, and members of the Board of
16 Supervisors, its elected and appointed officials, officers, agents and employees.

17 ~~L. — K. All insurance policies required by this Agreement shall give CONTRACTOR shall
18 notify COUNTY in writing within thirty (30) calendar days notice in the event of any policy
19 cancellation and ten (10) calendar days notice for non-payment of premium. This shall be evidenced
20 by policy provisions or an endorsement separate from the COI.~~

21 ~~and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of
22 cancellation may constitute a material breach of the Agreement, upon which the COUNTY may
23 suspend or terminate this Agreement.~~

24 ~~L. — If CONTRACTOR's Professional Liability policy is a
25 "claims-made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two
26 years following completion of Agreement.~~

26 //

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

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

33 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements.
34 If CONTRACTOR does not deposit copies of acceptable ~~COI's~~COIs and endorsements with
35 COUNTY incorporating such changes within thirty (30) calendar days

36 of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
37

1 and COUNTY shall be entitled to all legal remedies.

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

6 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

12 2. The COI and endorsements shall be provided to the COUNTY at the address as
13 ~~referenced~~ specified in the Referenced Contract Provisions of this Agreement.

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

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

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

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

27 //

28 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
29 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
30 ~~COI's~~ COIs and endorsements, or in the interim, an insurance binder as adequate evidence of
31 insurance coverage.

32
33 **XIII. INSPECTIONS AND AUDITS**

34 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized
35 representative of the State of California, the Secretary of the United States Department of Health and
36 Human Services, the Comptroller General of the United States, or any other of their authorized
37 representatives, shall have access to any books, documents, and records, including but not limited to,

1 financial statements, general ledgers, relevant accounting systems, medical and ~~client~~ participant
 2 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of
 3 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or
 4 making transcripts during the periods of retention set forth in the Records Management and
 5 Maintenance Paragraph of this Agreement. Such persons may at all reasonable times inspect or
 6 otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they
 7 are provided.

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

12 C. AUDIT RESPONSE

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

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

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

35 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
 36 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
 37 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not

1 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

2 3 **XIV. LICENSES AND LAWS**

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

12 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

17 #

18 #

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

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

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

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

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

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

1. ARRA of 2009.
2. ~~Federal Code~~ CCC §§56 through 56.37, Confidentiality of ~~Regulations, Title 42, Public Health~~ Medical Information.
3. ~~State of California, Department of~~ CCC §§1798.80 through 1798.84, Customer Records.
4. CCC §1798.85, Confidentiality of Social Security Numbers.
5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
6. HSC, Divisions 10.5 Alcohol and Drug Programs ~~Audit Assistance Guide Manual.~~
7. ~~4. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug Program Certification Standards, March 2004.~~
8. ~~5. HSC, Divisions 10.5 and 10.6.~~
9. ~~6. and 10.6. Drug and Alcohol Abuse Master Plans~~
10. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
11. ~~7. S.B. 1838 OF 2004~~
12. HSC, §11876, Narcotic Treatment Programs.
13. HSC, §§123110 through 123149.5, Patient Access to Health Records.
14. ~~10. 10. CFR~~ Code of Federal Regulations, Title 42, Public Health.
15. ~~11. 2 CFR 230, Cost Principles for Nonprofit Organizations~~
16. ~~12. 11. 2 CFR Subt. B, Ch. III, Pt. 376, Nonprocurement, Debarment and Suspension.~~
17. ~~13. 12. 41 CFR, Title 41, 50, Public Contracts and Property Management~~
18. ~~14. 42 CFR, Ch. I, Subch. A, Pt. 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
19. ~~13. 45 CFR, Subt. A, Subch. A, Pt. 93, New Restrictions on Lobbying.~~
20. ~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~
21. ~~15. 45 CFR 96.132(e), Additional Agreements.~~
22. ~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
23. ~~17. 45 CFR, Subt. A, Subch. C, Pt. 160, General Administrative Requirements.~~
24. ~~18. 45 CFR, Subt. A, Subch. C, Pt. 162, Administrative Requirements.~~
25. ~~19. 45 CFR, Subt. A, Subch. C, Pt. 164, Security And Privacy.~~
26. ~~20. 48 CFR, Ch. 1, Subch. B, Pt. 9, Subp. 9.4, Debarment, Suspension, and Ineligibility.~~
27. ~~21. 31 USC §1352, Limitation on use of appropriated funds to influence certain federal contracting and financial transactions.~~
28. ~~22. 42 USC, Ch. 126, Equal Opportunity for Individuals with Disabilities.~~
29. ~~23. 42 USC, Ch. 6A, Subch. III A, Pt. A, 290aa through 290jj, Substance Abuse and Mental Health Services Administration.~~
30. ~~24. 42 USC §290dd 2, Confidentiality of Records.~~

~~1 25. 42 USC §1320(a), Uniform reporting systems for health services facilities and
2 organizations.~~

~~3 26. 42 USC, Ch. 7, Subch. XI, Pt. C, Administrative Simplification.~~

~~4 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on
5 Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~

~~6 28. 42 USC 6101, Et Seq. Age Discrimination Act of 1975. 42 USC §2000d, Civil Rights.~~

~~7 29. 42 CFR, Pt. 54, "Charitable choice regulations applicable to states receiving substance
8 abuse prevention and treatment block grants and/or projects for assistance in transition from
9 homelessness grants."~~

10 16. 45 CFR 93, New Restrictions on Lobbying.

11 17. 45 CFR 96.127, Requirements regarding Tuberculosis.

12 18. 45 CFR 96.132, Additional Agreements.

13 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.

14 20. 45 CFR 160, General Administrative Requirements.

15 21. 45 CFR 162, Administrative Requirements.

16 22. 45 CFR 164, Security and Privacy.

17 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.

18 24. ~~30.~~ 8 USC §1324, et seq., Immigration Reform ~~&~~ and Control Act, of 1986.

19 25. ~~31. CCC, §§56~~ USC §1352, Limitation on Use of Appropriated Funds to Influence
20 Certain Federal Contracting and Financial Transactions.

21 //

22 26. 42 USC §§285n through ~~56.37~~ 285o, National Institute on Alcohol Abuse and
23 Alcoholism; National Institute on Drug Abuse.

24 27. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
25 Administration.

26 28. 42 USC §290dd-2, Confidentiality of ~~Medical Information~~ Records.

27 29. 42 USC §1320(a), Uniform reporting systems for health services facilities and
28 organizations.

29 30. 42 USC §§1320d ~~32. CCC, §§1798.80~~ through ~~1798.84, Customer~~
30 ~~Records~~ 1320d-9, Administrative Simplification.

31 31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.

32 32. ~~33. CCC, §1798.85, Confidentiality of Social Security Number.~~

33 ~~34. CCR, Title 9, Division 4; and Title 22.~~

34 42 USC §6101 et seq., Age Discrimination Act of 1975.

35 33. 42 USC §2000d, Civil Rights Act of 1964.

36 34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
37 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- 1 35. ~~OMB Circulars A-87, A-89, A-110, A-122, and A-133.~~
 2 ~~36.~~ U.S. Department of Health and Human Services, National Institutes of Health (NIH),
 3 Grants Policy Statement: (10/13).
 4 ~~37.~~ ~~36.~~ Fact Sheet Early and Periodic Screening, Diagnosis and Treatment Fact
 5 Sheet (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability
 6 Commission, 1/17/08
 7 37. State of California, Department of Alcohol and Drug Programs, 2003 Audit Assistance
 8 Guide Manual.
 9 38. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other
 10 Drug Program Certification Standards, March 2004.

11 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

33 **XVI. MAXIMUM OBLIGATION**

34 A. The Total Maximum ~~Obligations~~ Obligation of COUNTY for services provided in accordance
 35 with this Agreement, and the separate Maximum Obligations for ~~Period One and Period Two~~ each
 36
 37

1 period under this Agreement, are as specified in the Referenced Contract Provisions of this
 2 Agreement, except as allowed for in Subparagraph B. below.

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

5 6 **XVII. MINIMUM WAGE LAWS**

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

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

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

21 22 **XVIII. NONDISCRIMINATION**

23 A. EMPLOYMENT

24 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall
 25 not unlawfully discriminate against any employee or applicant for employment because of his/her
 26 ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital status,~~
 27 national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical
 28 ~~or disability,~~ mental disability, medical condition, genetic information, marital status, sex, gender,
 29 gender identity, gender expression, age, sexual orientation, or military and veteran status.
 30 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall
 31 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee
 32 or applicant for employment because of his/her ~~ethnic group identification, race, religion, ancestry,~~
 33 ~~religious creed, color, creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation,~~
 34 ~~medical condition, or ancestry,~~ physical ~~or disability,~~ mental disability, medical condition, genetic
 35 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or
 36 military and veteran status.

37 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or

1 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment
 2 or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
 3 selection for training, including apprenticeship.

4 #

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

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

11 5. All solicitations or advertisements for employees placed by or on behalf of
 12 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive
 13 consideration for employment without regard to ~~ethnic group identification, race, religion, ancestry,~~
 14 ~~religious creed, color, creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation,~~
 15 ~~medical condition, or ancestry,~~ physical ~~or disability,~~ mental disability, ~~medical condition, genetic~~
 16 ~~information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or~~
 17 ~~military and veteran status.~~ Such requirements shall be deemed fulfilled by use of the term EOE.

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

23 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall
 24 not discriminate in the provision of services, the allocation of benefits, or in the accommodation in
 25 facilities on the basis of ~~ethnic group identification, race, religion, ancestry,~~ ~~religious creed, color,~~
 26 ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or~~
 27 ~~ancestry, physical or disability,~~ mental disability, ~~medical condition, genetic information, marital~~
 28 ~~status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran~~
 29 ~~status~~ in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC
 30 §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination
 31 Act of 1975 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the
 32 California Code of Regulations; ~~and Title II of the Genetic Information Nondiscrimination Act of~~
 33 ~~2008, 42 USC 2000ff, et seq.~~ as applicable, and all other pertinent rules and regulations promulgated
 34 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
 35 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination
 36 includes, but is not limited to the following based on one or more of the factors identified above:

37 1. Denying a ~~client~~ participant or potential ~~client~~ participant any service, benefit, or

1 accommodation.

2 2. Providing any service or benefit to a client participant which is different or is provided in
3 a different manner or at a different time from that provided to other clients participants.

4 3. Restricting a client participant in any way in the enjoyment of any advantage or privilege
5 enjoyed by others receiving any service or benefit.

6 4. Treating a client participant differently from others in satisfying any admission
7 requirement or condition, or eligibility requirement or condition, which individuals must meet in order
8 to be provided any service or benefit.

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

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

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

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

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

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

34 //

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

1 state or county fundfunds.

2
3 **XIX. NOTICES**

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

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

9 2. When faxed, transmission confirmed;

10 3. When sent by Email; or

11 #
12 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
13 Service, or any other expedited delivery service.

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

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

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

24
25 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

33 //

34 //

35 //

36 **XXI. RECORDS MANAGEMENT AND MAINTENANCE** A. CONTRACTOR, its

37 officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare,

1 maintain and manage records appropriate to the services provided and in accordance with this
2 Agreement and all applicable requirements, which include, but are not limited to:

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

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

11 #

12 #

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

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

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

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

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

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

29
30 **XXII. RESEARCH AND PUBLICATION**

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

34
35 **XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

36 ~~A. In accordance with the United States Immigration Reform and Control Act of 1986,~~
37 ~~CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this~~

~~1 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
2 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or
3 any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify
4 the identity of their employees and their eligibility for employment in the United States.~~

~~5 — B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
6 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
7 federal or California Minimum Wage to all its employees that directly or indirectly provide services
8 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
9 all its contractors or other persons providing services pursuant to this Agreement on behalf of
10 CONTRACTOR also pay their employees no less than the greater of the federal or California
11 Minimum Wage.~~

~~12 //~~

~~13 //~~

~~14 — C. CONTRACTOR shall comply and verify that its contractors comply with all other federal
15 and State of California laws for minimum wage, overtime pay, record keeping, and child labor
16 standards pursuant to providing services pursuant to this Agreement.~~

~~17 — D. Notwithstanding the minimum wage requirements provided for in this clause,
18 CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements,
19 as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the
20 Labor Code of the State of California (§§1770, et seq.), as it exists or may hereafter be amended.~~

~~21~~
~~22 **XXIII** //~~

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

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

1 transactions).

- 2 3. Fundraising.
- 3 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 4 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 5 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
- 6 body for expenses or services.
- 7 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or governing body, or its designee or
- 9 authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 10 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 11 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 12 Schedule may be found at www.opm.gov.
- 13 8. Severance pay for separating employees.
- 14 #
- 15 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required
- 16 building codes and obtaining all necessary building permits for any associated construction.
- 17 10. Purchasing or improving land, including constructing or permanently improving any
- 18 building or facility, except for tenant improvements.
- 19 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 20 funds (matching).
- 21 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.
- 22 13. Producing any information that promotes responsible use, if the use is unlawful, of drugs
- 23 or alcohol.
- 24 14. Promoting the legalization of any drug or other substance included in Schedule 1 of ~~§202~~
- 25 ~~of~~ the Controlled Substance Act (21 USC 812).
- 26 15. Distributing or aiding in the ~~distributing~~ distribution of sterile needles or syringes for the
- 27 hypodermic injection of any illegal drug.
- 28 16. Assisting, promoting, or deterring union organizing.
- 29 17. Providing inpatient hospital services or purchasing major medical equipment.

30 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR,

31 CONTRACTOR shall not use the funds provided by means of this Agreement for the following

32 purposes:

- 33 1. Funding travel or training (excluding mileage or parking).
- 34 2. Making phone calls outside of the local area unless documented to be directly for the
- 35 purpose of ~~client~~ participant care.
- 36 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 37 4. Purchase of artwork or other items that are for decorative purposes and do not directly

1 contribute to the quality of services to be provided pursuant to this Agreement.

2 ~~5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
3 ~~CONTRACTOR's clients.~~

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

8 9 **XXV. STATUS OF CONTRACTOR**

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

21 22 **XXVI. TERM**

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

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

31 32 **XXVII. TERMINATION**

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

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

1 (30) calendar days for corrective action.

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

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

18 D. CONTINGENT FUNDING

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

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

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

- 34 1. Comply with termination instructions provided by ADMINISTRATOR in a manner
35 which is consistent with recognized standards of quality care and prudent business practice.
- 36 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of
37 contract performance during the remaining contract term.

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

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

6 5. Assist ADMINISTRATOR in effecting the transfer of clientsparticipants in a manner
7 consistent with client'sparticipant's best interests.

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

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

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

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

21
22 **XXVIII. THIRD PARTY BENEFICIARY**

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

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

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

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

NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE-ORANGE COUNTY

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board,
the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial

Officer or any Assistant Treasurer. 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

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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 COMMUNITY-BASED ALCOHOL AND DRUG PREVENTION SERVICES
 WITH
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
 JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2018

I. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>
ADMINISTRATIVE COST		
Salaries	\$ 23,801 32,521	\$ 23,801 32,521
Benefits	3,008 6,504	3,008 6,504
Services and Supplies	<u>7,0602,260</u>	<u>7,0602,260</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 33,869 41,285	\$ 33,869 41,285
PROGRAM COST		
Salaries	\$ 176,900 158,507	\$ 176,900 158,507
Benefits	35,380 31,701	35,380 31,701
Services and Supplies	93,851 108,507	93,851 108,507
Subcontracts	<u>10,000</u>	<u>10,000</u>
SUBTOTAL PROGRAM COST	\$ 316,131 308,716	\$ 316,131 308,716
TOTAL COST	\$350,000	\$350,000

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1 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 2 between budgeted line items within a program, for the purpose of meeting specific program needs, by
 3 utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR.
 4 CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to
 5 ADMINISTRATOR for consideration, in advance, which shall include a justification narrative
 6 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual
 7 impact of the shift as may be applicable to the current contract period and/or future contract periods.
 8 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
 9 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
 10 //
 11 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
 12 may result in disallowance of those costs.

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

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

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

18
 19 CFDA Year: ~~2014~~2015
 20 CFDA No.: 93.959
 21 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)
 22 Federal Agency: Department of Health and Human Services/ Substance Abuse and
 23 Mental Health Services Administration
 24 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

25
 26 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
 27 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
 28 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

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

33
 34 **II. DEFINITIONS**

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

37 A. Action Plan: A form documenting key tasks that must be completed to create change. Action

1 plans detail how resources are to be used to get the planned work done.

2 B. ADEPT: The County of Orange Health Care Agency's Alcohol and Drug Education and
3 Prevention Team which is part of the Health Promotion Division of Public Health.

4 C. ADEPT Provider Manual: The Manual designed by ADEPT to describe the specific services to
5 be performed by alcohol and other drug prevention program providers. The ADEPT Provider Manual
6 provides guidance, instructions, goals, outcome objectives, measures process objectives, supporting
7 activities, and evaluation components.

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

10 ~~—E. Campaign: A planned and sustained prevention effort to address a specific alcohol and other~~
11 ~~drug issue within a defined community or region. A campaign is a time extended process involving~~
12 ~~multiple activities that may be long term or short term in duration.~~

13 ~~—F//~~

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

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

23 HG. Educational Workshop: A prevention activity involving the presentation of information on
24 substance abuse issues with an emphasis on interaction and the exchange of information among
25 participants.

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

29 J. Evaluation Plan: The systematic blueprint detailing all the evaluation aspects of the project.

30 KJ. Goal: A broad statement of what the prevention program aims to accomplish.

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

34 ML. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of
35 prevention services adopted by the IOM, where prevention programs are organized along a targeted
36 audience continuum. This continuum is divided into prevention, treatment, and maintenance categories,
37 and the prevention category is divided into universal, selective, and indicated prevention classifications.

1 ~~N~~M. Media Input: A form of communication that is prepared with the intent of increasing public
2 awareness/support for a prevention project, service or activity. There are two basic types of media
3 inputs:

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

6 2. An item designed to be publically displayed to a wide audience (a billboard or banner). In
7 the second type, it is crucial that the item is displayed in a public venue with high traffic, e.g. a popular
8 retail establishment, a public library, or a school campus.

9 ~~O~~N. Off-sale ~~license/outlet~~ alcohol establishment: An establishment licensed to sell alcohol for
10 consumption off premise. Examples of off-sale ~~licenses~~ alcohol establishments include liquor stores and
11 grocery stores.

12 ~~O~~P. Outcome: The measurable ~~changes~~ change that ~~occur~~ occurs as a result of a
13 ~~project's~~ program's overall performance in implementing its planned activities.

14 ~~Q. Performance Measure: An activity to be performed in support of prevention initiatives.~~

15 ~~R. Performance//~~

16 P. Outcome Objective: A statement that specifies the measurable result or ~~outcome~~ direct impact
17 of a ~~prevention initiative~~ program or activity in reference to a quantitative criterion and a timeframe.

18 ~~S~~ Q. Process Objective: Operational activities and tasks that support success of the outcome.

19 R. Program Identity Item: An item used for the purpose of marketing, promoting and creating
20 awareness of a program's ~~campaign~~, initiative, message or event.

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

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

30 ~~V~~U. Strategic Prevention Framework (SPF): Substance Abuse and Mental Health Services
31 Administration's (SAMHSA) five-step systematic community-based approach, which aims to ensure
32 that substance abuse prevention programs can and do produce results.

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

37 ~~X~~W. Sustainability: The process through which a prevention system becomes a norm and is

1 integrated into on-going operations. Sustainability is vital to ensuring that prevention values and
 2 processes are firmly established, that partnerships are strengthened, and that financial and other
 3 resources are secured over the long term.

4 X. Technical Assistance: Services provided by staff intended to provide guidance to programs,
 5 community organizations, and individuals to conduct, strengthen, or enhance specific alcohol and other
 6 drug prevention activities.

7 Y. Training: An instructional process that is intended to impart the knowledge, skills, and
 8 competencies required for the performance of a particular job, project, or task. Training is a skill

9 #
 10 building activity that teaches a person how to do something and carries the expectation that the person
 11 will take direct, purposeful action by applying the skills developed.

12 III. PAYMENTS

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

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

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

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

1 incurred by CONTRACTOR.

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

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

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

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

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

16 //

17 **IV. REPORTS**

18 A. CalOMS for Prevention – CONTRACTOR shall comply with the data collection requirements
19 for prevention as mandated by the California Department of Health Care Services (DHCS), Substance
20 Use Disorder Prevention, Treatment and Recovery Services Division. CONTRACTOR shall comply
21 with CalOMS Prevention requirements and report on the service populations as defined in the IOM
22 model. ADMINISTRATOR shall make trainings and technical assistance available for completing
23 CalOMS reports throughout the term of this Agreement.

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

30 C. Projection Report – CONTRACTOR shall submit quarterly Projection Reports to
31 ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR
32 and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's
33 program(s) or cost center(s) described in the Services ~~paragraph~~ Paragraph of this Exhibit A to ~~this~~ the
34 Agreement. These reports are due to ADMINISTRATOR by October 11, ~~2014~~ 2016, January 11,
35 ~~2015~~ 2017, and
36 April 11, ~~2015~~ 2017 for Period One; and ~~by~~ October 11, ~~2015~~ 2017, January 13, ~~2016~~ 2018, and
37 April 11, ~~2016~~ 2018 for Period Two, unless otherwise agreed to in writing by ADMINISTRATOR.

1 D. Quarterly Progress Report – CONTRACTOR shall submit ~~Quarterly~~quarterly Progress Reports
2 to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR, and
3 document progress toward ~~performance~~outcome objectives and ~~performance—measures~~process
4 objectives, project successes, barriers to implementation, staff changes and reasons for staff changes,
5 and plans for the following quarter.

6 1. Period One reports:

7 a. Quarter 1: July 1, ~~2014~~2016 through September 30, ~~2014~~2016, due October ~~10,~~
8 ~~2014~~15, 2016;

9 b. Quarter 2: October 1, ~~2014~~2016 through December 31, ~~2014~~2016, due January ~~16,~~
10 ~~2015~~15, 2017; and

11 c. Quarter 3: January 1, ~~2015~~2017 through March 31, ~~2015~~2017, due April ~~17,~~ ~~2015~~15,
12 ~~2017~~.

13 2. Period Two reports:

14 a. Quarter 1: July 1, ~~2015~~2017 through September 30, ~~2015~~2017, due October ~~16,~~
15 ~~2015~~15, 2017;

16 b. Quarter 2: October 1, ~~2015~~2017 through December 31, ~~2015~~2017, due January ~~22,~~
17 ~~2016~~15, 2017; and

18 c. Quarter 3: January 1, ~~2016~~2018 through March 31, ~~2016~~2018, due April 15, ~~2016~~2018.

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

21 E. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-End
22 Report to ADMINISTRATOR for Period One by July 31, ~~2015~~2017 and for Period Two by July ~~29,~~
23 ~~2016~~31, 2018. Each report shall include an evaluation section which shall contain, but not be limited to,
24 an analysis of the effectiveness of the alcohol and other drug prevention strategies implemented toward
25 reaching ~~performance~~outcome and process objectives ~~and performance—measures~~, a discussion of
26 successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use
27 the report format provided by ADMINISTRATOR.

28 F. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in
29 support of the monthly invoice. These reports shall be on a form approved or provided by
30 ADMINISTRATOR, and shall include actual hours worked by each staff member. These reports shall
31 also identify staff member(s) who have taken Compliance Training in accordance with the Compliance
32 ~~paragraph~~Paragraph of ~~this~~the Agreement. These reports are due to ADMINISTRATOR by the fifteenth
33 (15th) calendar day of each month following the end of the month being reported.

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

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

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

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

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

17 #

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

22 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify due dates
 23 set forth in the Reports Paragraph of this Exhibit A to the Agreement.

24 //

25 //

26 **V. SERVICES**

27 A. CONTRACTOR shall provide alcohol and other drug prevention services in the ~~selected cities~~
 28 ~~and~~ communities of two selected Orange County school districts, in accordance with, and as defined in
 29 the ADEPT Provider Manual furnished by ADMINISTRATOR. CONTRACTOR shall ensure that
 30 services are provided in:

- 31 1. Support of COUNTY's prevention plan and goals;
- 32 2. Alignment with the SPF process; and
- 33 3. Alignment with CSAP prevention strategies.

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

37 C. CONTRACTOR shall work with parents, adults, businesses, community members, faith-based

1 communities, families, alcohol establishments, neighborhood groups, schools, youth-serving
 2 organizations, law enforcement agencies, municipalities, youth, and any other interested persons and
 3 groups within the ~~identified cities and~~ communities of each of the two selected school districts to reduce
 4 underage drinking.

5 D. ~~Period One Performance Measures~~ Process Objectives – CONTRACTOR shall work to achieve
 6 the following ~~fourteen (14) Performance Measures~~ twenty-seven (27) Process Objectives within the
 7 communities of each of the two selected school districts by June 30, ~~2015~~ 2017, unless otherwise noted:

8 1. By ~~April 30, 2015, provide a prevention intervention to~~ May 31, 2017, at least ~~two hundred~~
 9 ~~(200) adults/sixty-three (63) parents on their capacity to influence~~ of high school students shall
 10 participate in an underage drinking ~~and effective preventive actions that can be taken.~~ prevention
 11 intervention.

12 2. ~~By May 29, 2015, provide~~ 31, 2017, at least ~~two (2) reinforcing prevention messages to~~
 13 ~~those who received a~~ twelve (12) parents of youth that are at a higher risk for substance abuse shall
 14 participate in an underage drinking prevention intervention.

15 ~~3~~ 3. By May 31, 2017, at least one hundred twelve (112) parents of middle school
 16 students shall participate in an underage drinking prevention intervention.

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

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

21 ~~4. Provide at~~ 6. At least two ~~(2) educational interventions to a minimum of eight~~ hundred
 22 ~~(800)~~ forty (240) high school youth on the following topics:

23 ~~a. Negative consequences of~~ shall participate in an underage drinking prevention
 24 educational workshop.

25 ~~b. Refusal/resistance skills~~

26 ~~c. Marketing strategies employed by the alcohol industry~~

27 ~~d. Deconstructing media messages~~

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

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

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

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

36 11. ~~1.~~ In collaboration with a youth groups group, conduct at least one (1) underage
 37 drinking prevention intervention for adults/parents.

12. By November 1, 2016, submit a key informant interview summary report.
13. ~~2. Provide education to a minimum of one hundred (100)~~ By March 31, 2017, at least twelve (12) middle school staff ~~on~~ shall participate in a youth development educational workshop.
14. ~~principles as~~ At least twenty-four (24) high school staff shall participate in a youth development educational workshop.
15. At least eight (8) school staff who work with high-risk youth shall participate in a ~~strategy for preventing underage drinking~~ youth development educational workshop.
16. At least thirty-six (36) middle school staff shall participate in a ~~minimum of twenty five (25)~~ youth development educational workshop.
17. By December 31, 2016, at least eleven (11) community youth leaders ~~on youth development principles as~~ shall participate in a ~~strategy for preventing underage drinking~~ youth development educational workshop.
18. At least thirty-four (34) community youth leaders shall participate in a youth development educational workshop.
19. Collaborate with a minimum of two (2) schools and/or youth serving organizations to develop a plan to sustain youth development practices.
20. By November 21, ~~2014, develop~~ 2016, submit a youth educational workshop toolkit on underage drinking prevention.
21. Conduct facilitator trainings on using the youth educational workshop toolkit with the directors/~~leaders/administrators~~ of at least two (2) schools and/or youth-serving organizations.
22. Provide technical assistance with at least four (4) schools and/or youth-serving organizations within the communities of the school districts that developed a sustainability plan in FY's 2014-15 and 2015-16.
23. Train at least eighty (80) ~~owners/managers/clerks from~~ persons who sell alcoholic beverages at off-sale alcohol ~~outlets~~ establishments in responsible beverage service.
24. Provide responsible beverage service training to at least ten (10) off-sale alcohol establishments that have been identified based on community need.
25. Provide technical assistance on sustaining responsible beverage service practices to at least ten (10) off-sale alcohol establishments within the communities of the school districts previously trained during the FY 2016-2017.
26. Recognize at least two (2) merchants ~~from off-sale alcohol establishments~~ who support the prevention of underage drinking.
27. ~~9. Outreach to ten (10) off sale alcohol outlets on actions they can take to reduce underage drinking.~~
28. ~~10~~ 27. Coordinate at least three (3) youth-led community prevention activities designed to reduce underage drinking.
- E. Period One Outcome Objectives – CONTRACTOR shall complete the detailed activities

1 specified in the ADEPT Provider Manual and work to achieve the following eleven (11) Outcome
 2 Objectives within the communities of each of the two selected school districts by June 30, 2017, unless
 3 otherwise noted:

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

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

9 3. By May 31, 2017, at least eighty percent (80%) of adults/parents who complete a
 10 prevention intervention post survey shall report willingness to take action to prevent underage drinking.

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

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

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

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

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

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

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

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

28 F. Period One Supporting Activities – CONTRACTOR shall provide the following supporting
 29 activities by June 30, 2017:

30 1. One hundred and ten (110) community collaborations;

31 2. One hundred and two (102) information disseminations;

32 3. Twelve (12) media inputs; and

33 4. Eight (8) trainings.

34 G. Period Two Process Objectives – CONTRACTOR shall work to achieve the following twenty-
 35 six (26) Process Objectives within the communities of each of the two selected school districts by June
 36 30, 2018, unless otherwise noted:

37 1. **Performance** By May 31, 2018, at least seventy-five (75) parents of high school students

- 1 shall participate in an underage drinking prevention intervention.
- 2 2. By May 31, 2018, at least fifteen (15) parents of youth that are at a higher risk for substance
- 3 abuse shall participate in an underage drinking prevention intervention.
- 4 3. By May 31, 2018, at least one hundred thirty-five (135) parents of middle school students
- 5 shall participate in an underage drinking prevention intervention.
- 6 4. By May 31, 2018, at least seventy-five (75) adults from the surrounding communities of the
- 7 school district shall participate in an underage drinking prevention intervention.
- 8 5. Conduct a follow-up assessment with at least fifty percent (50%) of adults/parents who
- 9 received an underage drinking prevention intervention.
- 10 6. At least three hundred (300) high school youth shall participate in an underage drinking
- 11 prevention educational workshop.
- 12 7. At least one hundred (100) youth who are at a higher risk for substance abuse shall
- 13 participate in an underage drinking prevention educational workshop.
- 14 8. At least four hundred (400) middle school youth shall participate in an underage drinking
- 15 prevention educational workshop.
- 16 9. At least eighty (80) male youth from the surrounding communities of the school district shall
- 17 participate in an underage drinking prevention educational workshop.
- 18 10. At least one hundred twenty (120) female youth from the surrounding communities of the
- 19 school district shall participate in an underage drinking prevention educational workshop.
- 20 11. In collaboration with a youth group, conduct at least two (2) underage drinking prevention
- 21 interventions for adults/parents.
- 22 12. By January 31, 2018, at least nine (9) high school staff shall participate in a youth
- 23 development educational workshop.
- 24 13. By January 31, 2018, at least eighteen (18) middle school staff shall participate in a youth
- 25 development educational workshop.
- 26 14. At least twenty-eight (28) high school staff shall participate in a youth development
- 27 educational workshop.
- 28 15. At least thirteen (13) school staff who work with high-risk youth shall participate in a youth
- 29 development educational workshop.
- 30 16. At least fifty-seven (57) middle school staff shall participate in a youth development
- 31 educational workshop.
- 32 17. By December 31, 2017, at least eight (8) community youth leaders shall participate in a
- 33 youth development educational workshop.
- 34 18. At least twenty-seven (27) community youth leaders shall participate in a youth
- 35 development educational workshop.
- 36 19. Collaborate with a minimum of three (3) schools and/or youth serving organizations to
- 37 develop a plan to sustain youth development practices.

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

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

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

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

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

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

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

H. Period Two Outcome Objectives – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~thirteen (13) Performance~~ ~~eleven (11) Outcome~~ Objectives within the communities of each of the two selected school districts by June 30, ~~2015~~ 2018, unless otherwise noted:

1. By ~~April 30, 2015~~ May 31, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults/parents who ~~received~~ complete a prevention intervention post survey shall report increased self-efficacy ~~in contributing to the prevention of~~ prevent underage drinking.

2. By ~~April 30, 2015~~ May 31, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults/parents who ~~received~~ complete a prevention intervention post survey shall report increased knowledge of effective actions they can take to prevent underage drinking.

3. By ~~May 29, 2015~~ 31, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults/parents who ~~received~~ complete a prevention intervention post survey shall report ~~increased~~ willingness to take action to prevent underage drinking.

4. ~~4.~~ At least ~~fifty~~ seventy-five percent (~~50~~ 75%) of adults/parents who ~~received~~ complete a prevention intervention ~~and completed a follow-up assessment~~ survey shall report ~~having taken~~ taking action to prevent underage drinking.

5. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of youth ~~educated~~ who complete an educational workshop post survey shall report increased knowledge of the negative consequences of underage drinking.

1 6. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of youth ~~educated shall demonstrate who~~
 2 ~~complete an educational workshop post survey shall report increased confidence in~~ their ability to use
 3 refusal/resistance skills.

4 7. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of youth ~~educated who complete an educational~~
 5 ~~workshop post survey shall demonstrate report increased confidence in their~~ ability to deconstruct media
 6 messages.

7 8. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of school staff ~~educated who complete an~~
 8 ~~educational workshop post survey shall report increased knowledge of youth development principles.~~

9 9. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of school staff ~~educated shall indicate who~~
 10 ~~complete an educational workshop post survey shall report their willingness to apply youth development~~
 11 ~~practices within in their schools work with youth.~~

12 10. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of community youth leaders ~~who complete an~~
 13 ~~educational workshop post survey shall report increased knowledge of youth development principles.~~

14 11. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of community youth leaders ~~educated who~~
 15 ~~complete an educational workshop post survey shall indicate report their willingness to apply youth~~
 16 ~~development practices within in their organizations.~~

17 ~~12. At least eighty five percent (85%) of owners/managers/clerks from off sale alcohol outlets~~
 18 ~~trained in responsible beverage service shall achieve a passing score on the post training exam.~~

19 ~~13. At least forty percent (40%) of retailers who have received outreach services will have~~
 20 ~~taken action in their establishments to reduce underage drinking.~~

21 ~~F. Period One Supporting Activities~~ CONTRACTOR shall provide the following supporting
 22 ~~activities by June 30, 2015:~~

23 ~~1. One hundred and ten (110) community collaborations;~~

24 ~~2. One hundred and two (102) information disseminations;~~

25 ~~3. Ten (10) media inputs; and~~

26 ~~4. Eight (8) trainings.~~

27 ~~G. Period Two Performance Measures~~ CONTRACTOR shall work to achieve the following
 28 ~~thirteen (13) Performance Measures within the communities of each of the two school districts by June~~
 29 ~~30, 2016, unless otherwise noted:~~

30 ~~1. By April 29, 2016, provide a prevention intervention to at least two hundred and fifty (250)~~
 31 ~~adults/parents on their capacity to influence underage drinking and effective preventive~~
 32 ~~actions that can be taken.~~

33 ~~2. By May 27, 2016, provide at least two (2) reinforcing prevention messages to those who~~
 34 ~~received a prevention intervention.~~

35 ~~3. Conduct a follow up assessment with at least fifty percent (50%) of those who received a~~
 36 ~~prevention intervention.~~

- ~~1. Provide at least two (2) educational interventions to a minimum of one thousand (1000) youth on the following topics:~~
- ~~a. Negative consequences of underage drinking~~
 - ~~b. Refusal/resistance skills~~
 - ~~c. Marketing strategies employed by the alcohol industry~~
 - ~~d. Deconstructing media messages~~
- ~~5. In collaboration with youth groups, conduct at least two (2) underage drinking prevention interventions for adults/parents.~~
- ~~6. Provide education to a minimum of one hundred twenty five (125) school staff on youth development principles as a strategy for preventing underage drinking.~~
 - ~~7. Provide education to a minimum of thirty (30) community youth leaders on youth development principles as a strategy for preventing underage drinking.~~
 - ~~8. Collaborate with a minimum of three (3) schools and/or youth serving organizations to develop a plan to sustain youth development practices.~~
 - ~~9. Conduct facilitator trainings on using the youth educational toolkit with the directors/leaders/administrators of at least three (3) schools and/or youth serving organizations.~~
 - ~~10. Train eighty (80) owners/managers/clerks from off-sale alcohol outlets in responsible beverage service.~~
 - ~~11. Recognize two (2) merchants who support the prevention of underage drinking.~~
 - ~~12. Outreach to ten (10) off-sale alcohol outlets on actions they can take to reduce underage drinking.~~
 - ~~13. Coordinate at least three (3) youth-led community prevention activities designed to reduce underage drinking.~~
- ~~H. Period Two Performance Objectives — CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following thirteen (13) Performance Objectives within the communities of each of the two school districts by June 30, 2016, unless otherwise noted:~~
- ~~1. By April 29, 2016, at least seventy five percent (75%) of adults/parents who received a prevention intervention shall report increased self efficacy in contributing to the prevention of underage drinking.~~
 - ~~2. By April 29, 2016, at least seventy five percent (75%) of adults/parents who received a prevention intervention shall report increased knowledge of effective actions they can take to prevent underage drinking.~~
 - ~~3. By May 27, 2016, at least seventy five percent (75%) of adults/parents who received a prevention intervention shall report increased willingness to take action to prevent underage drinking.~~
 - ~~4. At least fifty percent (50%) of adults/parents who received a prevention intervention and~~

~~1 completed a follow-up assessment shall report having taken action to prevent underage drinking.~~

~~2 5. At least seventy five percent (75%) of youth educated shall report increased knowledge of~~
~~3 the negative consequences of underage drinking.~~

~~4 6. At least seventy five percent (75%) of youth educated shall demonstrate their ability to use~~
~~5 refusal/resistance skills.~~

~~6 7. At least seventy five percent (75%) of youth educated shall demonstrate increased ability to~~
~~7 deconstruct media messages.~~

~~8 8. At least seventy five percent (75%) of school staff educated shall report increased~~
~~9 knowledge of youth development principles.~~

~~10 9. At least seventy five percent (75%) of school staff educated shall indicate their willingness~~
~~11 to apply youth development practices within their schools.~~

~~12 10. At least seventy five percent (75%) of community youth leaders educated shall report~~
~~13 increased knowledge of youth development principles.~~

~~14 11. At least seventy five percent (75%) of community youth leaders educated shall indicate~~
~~15 their willingness to apply youth development practices within their organizations.~~

~~16 12. At least eighty five percent (85%) of owners/managers/clerks from off-sale alcohol outlets~~
~~17 trained on responsible beverage service shall achieve a passing score on the post training exam.~~

~~18 13. At least fifty percent (50%) of retailers who have received outreach services will have taken~~
~~19 action in their establishments to reduce underage drinking.~~

~~20 I. Period Two Supporting Activities – CONTRACTOR shall provide the following supporting~~
~~21 activities by June 30, ~~2016~~2018:~~

- ~~22 1. One hundred ~~eighteen (118)~~twenty-two (122) community collaborations;~~
- ~~23 2. One hundred ten (110) information disseminations;~~
- ~~24 3. ~~Sixteen (16)~~Twelve (12) media inputs; and~~
- ~~25 4. Ten (10) trainings.~~

~~26 KJ. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the due~~
~~27 dates and quantities identified within the ~~performance measures,~~ performance outcome objectives,~~
~~28 process objectives, and supporting activities described in Subparagraphs D. through I. above.~~

~~29 LK. Action Plan – CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary~~
~~30 Action Plan by August 1, ~~2014~~2016 and a final Action Plan by August 15, ~~2014~~2016; and for Period~~
~~31 Two, a preliminary Action Plan by ~~July 31, 2015~~August 1, 2017 and a final Action Plan by August ~~14,~~~~
~~32 ~~2015~~15, 2017. Each Action Plan shall clearly describe the activities to be implemented to achieve the~~
~~33 ~~performance outcome objectives and performance measures~~process objectives. CONTRACTOR shall~~
~~34 identify evaluation tools to be developed, evaluation timelines, and the steps necessary to compile and~~
~~35 analyze the results. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.~~
~~36 CONTRACTOR may modify each Action Plan with ADMINISTRATOR’s prior written approval.~~

~~37 ML. Evaluation - CONTRACTOR shall conduct a systematic and comprehensive evaluation~~

1 each Period to determine levels of effectiveness and success in ~~accomplishing~~ achieving outcome
 2 objectives, process objectives, and supporting activities ~~and campaigns, and in achieving the~~
 3 ~~performance objectives and performance measures~~ described in Subparagraphs D., E., G., and H.
 4 through I. above.

5 1. CONTRACTOR and CONTRACTOR's project evaluator shall participate in an evaluation
 6 planning meeting with ADMINISTRATOR each Period prior to ~~developing~~ submitting an Evaluation
 7 Plan.

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

10 a. The proposed evaluator, including qualifications;

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

12 c. The method(s) to be used for tracking and evaluating the ~~outcomes achieved for each~~
 13 ~~performance objective and performance measure~~ outcome objectives and process objectives;

14 //
 15 //
 16 d. How data will be collected, including the number and characteristics of participants
 17 from whom data will be collected (sampling methods) and a description of the data-collection
 18 instruments;

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

21 ~~_____ f. How the evaluation results will be used to make recommendations for improving~~
 22 ~~prevention efforts related to each performance objective and performance measure; and~~

23 ~~_____ g. How archival data for assessing the specified long term impact indicator will be~~
 24 ~~secured and reported.~~

25 3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan to
 26 ADMINISTRATOR by August 1, ~~2014~~2016, and a final Evaluation Plan by August 15, ~~2014~~2016; and
 27 for Period Two, a preliminary Evaluation Plan by ~~July 31, 2015~~ August 1, 2017 and a final Evaluation
 28 Plan by August ~~14, 2015~~15, 2017.

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

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

34 **NM.** Meetings

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

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

4 3. Provider Meetings - At a minimum, CONTRACTOR's Program Director shall attend each
 5 of the provider meetings per Period held by ADMINISTRATOR for the purpose of networking,
 6 learning, and sharing. Dates for provider meetings shall be determined by ADMINISTRATOR and
 7 communicated to CONTRACTOR at least one (1) month in advance of each meeting.
 8 ADMINISTRATOR may approve a substitution for the Program Director in the event he/she is unable
 9 to attend.

10 #
 11 — N. Social Media: If project-related social media is to be used, CONTRACTOR shall develop
 12 necessary policies and procedures and keep them on file.

13 PO. Required Approvals

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

17 2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the
 18 purchase of program identity items.

19 3. CONTRACTOR shall request required approvals on a form provided by
 20 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
 21 to the request. CONTRACTOR understands that requests must be in support of the
 22 performance outcome objectives and ~~performance measures~~ process objectives identified in
 23 Subparagraphs D. through I. of this Exhibit A, and are subject to county, state and federal funding
 24 guidelines and regulations.

25 QP. Funding Recognition – All materials produced in accordance with this Agreement such as, but
 26 not limited to, booklets, newsletters, brochures, flyers, pamphlets, web-sites, reports, videos, and
 27 program identity items shall contain a statement that the material is funded through the County of
 28 Orange Health Care Agency – Alcohol and Drug Education and Prevention Team. Exceptions shall
 29 include media specific materials such as letters to the editor and news releases. ADMINISTRATOR
 30 reserves the right to grant funding recognition exemptions.

31 RQ. Patents and Copyright Material

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

35 2. CONTRACTOR agrees that any and all "works of authorship," as defined in
 36 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or
 37 delivered as part of this Agreement, whether or not published, which can be considered "works made for

hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that the copyright to any and all such works made for hire under this Agreement, whether published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to use, reproduce, and disseminate all such material.

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

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

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

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

SR. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and may request a plan of corrective action. Corrective action plans may address, but are not limited to ~~performance—outcomes~~ outcome objectives, preventative strategies, and/or action plans. CONTRACTOR shall submit a written plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR. CONTRACTOR may request in advance and in writing, an extension to the due date for a corrective action plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

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

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

VI. STAFFING

1 A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and
2 maintaining administrative and program staff who have the requisite qualifications and experience to
3 provide alcohol and other drug prevention services under this Agreement.
4

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

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

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

12 #
13 3. No person, at any time, shall have been found guilty of any crime involving moral turpitude
14 by a court of law.

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

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

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

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

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

35 G. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in
36 Full-Time Equivalent (FTEs), which shall be equal to an average of forty (40) hours of work per week:
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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF		
Chief Executive Officer	0. 11 <u>10</u>	0. 11 <u>10</u>
Chief Financial Officer	<u>0.15</u>	<u>0.15</u>
ADMINISTRATIVE SUBTOTAL FTEs	<u>0.26<u>25</u></u>	<u>0.26<u>25</u></u>
PROGRAM <u>ADMINISTRATIVE</u> STAFF		
Director	<u>0.15</u>	<u>0.15</u>
Health Educator / Program Assistant	<u>0.05</u>	<u>0.05</u>
<u>PROGRAM ADMIN SUBTOTAL FTEs</u>	<u>0.20</u>	<u>0.20</u>
<u>PROGRAM STAFF</u>		
Program Director	0. 65 <u>35</u>	0. 65 <u>35</u>
Health Educator	<u>3.20</u> <u>25</u>	<u>3.20</u> <u>25</u>
PROGRAM SUBTOTAL FTEs	<u>3.85</u> <u>60</u>	<u>3.85</u> <u>60</u>
TOTAL FTEs	<u>4.11</u> <u>05</u>	<u>4.11</u> <u>05</u>

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

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

36 //
37 report shall include the employee's name, position title, date of resignation, and a description of the

1 recruitment activity to replace the employee.

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

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

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

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