

AGREEMENT FOR PROVISION OF
 COMMUNITY BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 COMMUNITY SERVICE PROGRAMS, INC.
 JULY 1, ~~2014~~2016 THROUGH JUNE 30, ~~2016~~2018

THIS AGREEMENT entered into this 1st day of July ~~2014~~2016, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and COMMUNITY SERVICE PROGRAMS, INC., a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

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

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

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:	\$ 700,000
Period Two Maximum Obligation:	<u>700,000</u>
TOTAL MAXIMUM OBLIGATION:	\$1,400,000

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

CONTRACTOR DUNS Number:

126735729

CONTRACTOR TAX ID Number:

953167866

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: Community Service Programs, Inc.
Attention: ~~Margot R. Carlson~~Ronnetta Johnson, Executive Director
1221 East Dyer Road, Suite 120
Santa Ana, CA 92705
mearlson@espine.org

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3 rjohnson@cspinc.org
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I. ACRONYMS

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

<u>12</u>	A. AA	Alcoholics Anonymous
<u>13</u>	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
<u>14</u>	C. ABC	Allied Behavioral Care
<u>15</u>	D. ADEPT ACH	Acute Care Hospital
<u>16</u>	E. ADAS	Alcohol and Drug Education and Prevention Team Abuse Services
<u>17</u>	F. ADL	Activities of Daily Living
<u>18</u>	G. ADP	Alcohol and Drug Program
<u>19</u>	H. AES	Advanced Encryption Standard
<u>20</u>	I. AFLP	Adolescent Family Life Program
<u>21</u>	J. AIDS	Acquired Immune Deficiency Syndrome
<u>22</u>	K. AIM	Access for Infants and Mothers
<u>23</u>	L. AMHS	Adult Mental Health Services
<u>24</u>	M. B. ARRA	American Recovery and Reinvestment Act of 2009
<u>25</u>	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
<u>26</u>	O. ASI	Addiction Severity Index
<u>27</u>	P. C. ASIST	Applied Suicide Intervention Skills Training
<u>28</u>	Q. ASO	Administrative Services Organization
<u>29</u>	R. ASRS	Alcohol and Drug Programs Reporting System
<u>30</u>	S. BBS	Board of Behavioral Sciences
<u>31</u>	T. BCP	Business Continuity Plan
<u>32</u>	U. BH	Base Hospital
<u>33</u>	V. BHS	Behavioral Health Services
<u>34</u>	W. CalOMS	D. CALOMS PV California Outcome Outcomes Measurement
<u>35</u>	Service for Prevention System	
<u>36</u>	X. CalWORKs	California Work Opportunity and Responsibility for Kids
<u>37</u>	Y. CAP	Corrective Action Plan

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

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

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

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

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

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

3 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
4 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and
5 General Compliance Trainings.

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

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

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

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

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

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

1 Provider List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

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

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

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

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

37 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 sanction screened. 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 regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may

1 hereafter be amended or changed.

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

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

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

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

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

25 VI. COST REPORT

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

35 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
36 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
37

1 following:

2 3 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for
4 each business day after the above specified due date that the accurate and complete Cost Report is not
5 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR.
6 The late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
7 CONTRACTOR.

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

11 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

1 of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar
2 days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce
3 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

4 //

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

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

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

21
22 Signed _____
23 Name _____
24 Title _____
25 Date _____"

26
27 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

28 A. CONTRACTOR certifies that it and its principals:

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

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

37 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal,

1 state, or local governmental entity with commission of any of the offenses enumerated in
2 Subparagraph A.2. above.

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

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

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

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

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

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

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

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

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

36 3. If CONTRACTOR is a governmental organization, any change to another structure,
37

1 including a change in more than fifty percent (50%) of the composition of its governing body (i.e.
 2 Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be
 3 deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
 4 derogation of this subparagraph shall be void.

5 4. ~~3. Whether CONTRACTOR is a nonprofit, or a for-profit,~~ Whether
 6 CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall
 7 provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either in
 8 whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date
 9 of the assignment.

10 4.5. Whether CONTRACTOR is a nonprofit, ~~or a for-profit,~~ or a governmental organization,
 11 CONTRACTOR shall provide written notification within thirty (30) calendar days to
 12 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or
 13 any governing body of CONTRACTOR at one time.

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

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

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

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

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

29 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

30 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
 31 regulations regarding the employment of aliens and others and to ensure that employees,
 32 subcontractors, and consultants performing work under this Agreement meet the citizenship or alien
 33 status ~~requirement~~ requirements set forth in federal statutes and regulations. CONTRACTOR shall
 34 obtain, from all employees, subcontractors, and consultants performing work hereunder, all
 35 verification and other documentation of employment eligibility status required by federal or state
 36 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of
 37

1 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended.
 2 CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and
 3 consultants for the period prescribed by the law.

4 //

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6 **X. EQUIPMENT**

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

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

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

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

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

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

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

3 //
4 //
5 //

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

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

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

13 #
14 #
15 #
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17 #
18 #

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

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

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

31
32 **XII. INDEMNIFICATION AND INSURANCE**

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

1 services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If
 2 judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
 3 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
 4 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
 5 Neither party shall request a jury apportionment.

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

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

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

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

28 ~~EF.~~ QUALIFIED INSURER

29 ~~1.~~ 1. The policy or policies of insurance must be issued by an insurer ~~licensed to do~~
 30 ~~business in the state of California (California Admitted Carrier) or have~~ with a minimum rating- of A-
 31 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
 32 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is
 33 preferred, but not mandatory, that the insurer be licensed to do business in the state of California
 34 (California Admitted Carrier).

35 #

36 ~~2.~~ 2. If the insurance carrier ~~is not an admitted carrier in the state of California and~~
 37 does not have an A.M. Best rating Rating of A-/VIII, the CEO/Office of Risk Management retains the

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

3 #

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

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

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

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

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

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

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

25 //

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

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

32 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements.
33 If CONTRACTOR does not deposit copies of acceptable COI’s ~~COIs~~ and endorsements with
34 COUNTY incorporating such changes within thirty (30) calendar days
35 of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,
36 and COUNTY shall be entitled to all legal remedies.
37

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

5 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

26 //

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

31

32 **XIII. INSPECTIONS AND AUDITS**

33 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized
34 representative of the State of California, the Secretary of the United States Department of Health and
35 Human Services, the Comptroller General of the United States, or any other of their authorized
36 representatives, shall have access to any books, documents, and records, including but not limited to,
37 financial statements, general ledgers, relevant accounting systems, medical and ~~client~~ participant

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

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

11 #

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

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

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

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

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

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

37 1. ARRA of 2009.

- 1 2. ~~Federal Code~~ CCC §§56 through 56.37, Confidentiality of ~~Regulations, Title 42, Public~~
2 ~~Health~~ Medical Information.
- 3 3. ~~State of California, Department of~~ CCC §§1798.80 through 1798.84, Customer Records.
4 4. CCC §1798.85, Confidentiality of Social Security Numbers.
5 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
6 Security.
- 7 6. HSC, Divisions 10.5 Alcohol and Drug Programs ~~Audit Assistance Guide Manual~~.
8 ~~4. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other~~
9 ~~Drug Program Certification Standards, March 2004.~~
10 ~~5. HSC, Divisions 10.5 and 10.6.~~
11 ~~6. and 10.6. Drug and Alcohol Abuse Master Plans~~
12 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
13 ~~7. S.B. 1838 OF 2004~~
14 8. HSC, §11876, Narcotic Treatment Programs.
15 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
16 10. ~~10. CFR~~ Code of Federal Regulations, Title 42, Public Health.
17 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
18 12. ~~11.2 CFR Subt. B, Ch. III, Pt. 376~~, Nonprocurement, Debarment and
19 Suspension.
20 13. ~~12. 41 CFR, Title 41, 50~~, Public Contracts and Property Management
21 14. 42 CFR, Ch. I, Subch. A, Pt. 2, Confidentiality of Alcohol and Drug Abuse Patient
22 Records.
23 ~~13. 45 CFR, Subt. A, Subch. A, Pt. 93, New Restrictions on Lobbying.~~
24 ~~14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".~~
25 15. ~~45 CFR 96.132(e), Additional Agreements.~~
26 ~~16. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
27 ~~17. 45 CFR, Subt. A, Subch. C, Pt. 160, General Administrative Requirements.~~
28 ~~18. 45 CFR, Subt. A, Subch. C, Pt. 162, Administrative Requirements.~~
29 ~~19. 45 CFR, Subt. A, Subch. C, Pt. 164, Security And Privacy.~~
30 ~~20. 48 CFR, Ch. 1, Subch. B, Pt. 9, Subp. 9.4, Debarment, Suspension, and Ineligibility.~~
31 ~~21. 31 USC §1352, Limitation on use of appropriated funds to influence certain federal~~
32 ~~contracting and financial transactions.~~
33 ~~22. 42 USC, Ch. 126, Equal Opportunity for Individuals with Disabilities.~~
34 ~~23. 42 USC, Ch. 6A, Subch. III A, Pt. A, 290aa through 290jj, Substance Abuse and Mental~~
35 ~~Health Services Administration.~~
36 ~~24. 42 USC §290dd-2, Confidentiality of Records.~~
37 ~~25. 42 USC §1320(a), Uniform reporting systems for health services facilities and~~

- 1 organizations:
- 2 ~~26. 42 USC, Ch. 7, Subch. XI, Pt. C, Administrative Simplification.~~
- 3 ~~27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on~~
- 4 ~~Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.~~
- 5 ~~28. 42 USC 6101, Et Seq. Age Discrimination Act of 1975. 42 USC §2000d, Civil Rights.~~
- 6 ~~29. 42 CFR, Pt. 54, "Charitable choice regulations applicable to states receiving substance~~
- 7 ~~abuse prevention and treatment block grants and/or projects for assistance in transition from~~
- 8 ~~homelessness grants."~~
- 9 16. 45 CFR 93, New Restrictions on Lobbying.
- 10 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 11 18. 45 CFR 96.132, Additional Agreements.
- 12 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 13 20. 45 CFR 160, General Administrative Requirements.
- 14 21. 45 CFR 162, Administrative Requirements.
- 15 22. 45 CFR 164, Security and Privacy.
- 16 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 17 24. ~~30.~~ 8 USC §1324, et seq., Immigration Reform ~~&~~and Control Act, of 1986.
- 18 25. ~~31. CCC, §§56~~ USC §1352, Limitation on Use of Appropriated Funds to Influence
- 19 ~~Certain Federal Contracting and Financial Transactions.~~
- 20 //
- 21 26. 42 USC §§285n through ~~56.37~~285o, National Institute on Alcohol Abuse and
- 22 ~~Alcoholism; National Institute on Drug Abuse.~~
- 23 27. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 24 ~~Administration.~~
- 25 28. 42 USC §290dd-2, Confidentiality of ~~Medical Information~~Records.
- 26 29. 42 USC §1320(a), Uniform reporting systems for health services facilities and
- 27 ~~organizations.~~
- 28 30. 42 USC §§1320d ~~32. CCC, §§1798.80~~ through ~~1798.84, Customer~~
- 29 ~~Records~~ 1320d-9, Administrative Simplification.
- 30 31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 31 32. ~~33. CCC, §1798.85, Confidentiality of Social Security Number.~~
- 32 ~~34. CCR, Title 9, Division 4; and Title 22.~~
- 33 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 34 33. 42 USC §2000d, Civil Rights Act of 1964.
- 35 34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 36 ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.~~
- 37 35. ~~OMB Circulars A-87, A-89, A-110, A-122, and A-133.~~

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

~~37.~~ 36. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment Fact Sheet (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08

37. State of California, Department of Alcohol and Drug Programs, ~~2003~~ Audit Assistance Guide Manual.

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

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XVI. MAXIMUM OBLIGATION

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

1 Agreement, except as allowed for in Subparagraph B. below.

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

4 XVII. MINIMUM WAGE LAWS

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

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

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

20 XVIII. NONDISCRIMINATION

21 A. EMPLOYMENT

22 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall
23 not unlawfully discriminate against any employee or applicant for employment because of his/her
24 ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital status,~~
25 national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical
26 ~~or disability,~~ mental disability, ~~medical condition, genetic information, marital status, sex, gender,~~
27 gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

35
36 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
37 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment

1 or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
 2 selection for training, including apprenticeship.

3 #

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 //

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

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XIX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided

1 and in accordance with this Agreement and all applicable requirements, which include, but are not
2 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.

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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 //
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~~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

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

XXIV. SPECIAL PROVISIONS

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31
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.

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

3
4
5 COMMUNITY SERVICE PROGRAMS, INC.

6
7 BY: _____ DATED: _____
8

9
10 TITLE: _____

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12 BY: _____ DATED: _____
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15 TITLE: _____
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18 COUNTY OF ORANGE
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20
21 BY: _____ DATED: _____
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23 HEALTH CARE AGENCY
24

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

28
29 BY: _____ DATED: _____
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31 DEPUTY
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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board,
36 the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial
37 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
COMMUNITY SERVICE PROGRAMS, INC.
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.

PERIOD ONE:

	Impaired Driving	Prescription Drug Abuse	Total
ADMINISTRATIVE COST			
—Salaries <u>Indirect</u>	\$ 21,191 \$	\$ 21,444 <u>30,159</u>	\$ 42,635 <u>59,713</u>
<u>Costs</u>	<u>29,554</u>		
—Benefits	6,590	6,103	12,693
—Services and Supplies	3,643	<u>3,354</u>	6,997
SUBTOTAL	\$ 31,424 <u>29,554</u>	\$ 30,901 <u>159</u>	\$ 62,325 <u>59,713</u>
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$174,632 <u>201</u>	\$160,168 <u>169,153</u>	\$334,800 <u>343,354</u>
Benefits	51,739 <u>43,190</u>	43,556 <u>45,782</u>	95,295 <u>88,972</u>
Services and Supplies	78,605 <u>87,255</u>	94,975 <u>84,506</u>	173,580 <u>171,761</u>
Subcontracts	13,600 <u>15,800</u>	<u>20,400</u>	34,000 <u>36,200</u>
SUBTOTAL PROGRAM	\$ 318,576 <u>320,446</u>	\$ 319,099 <u>841</u>	\$ 637,675 <u>640,287</u>
COST			
TOTAL COST	\$350,000	\$350,000	\$700,000

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	Impaired Driving	Prescription Drug Abuse	Total
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<u>2</u> //			
<u>3</u> //			
<u>4</u> //			
<u>5</u>	<u>PERIOD TWO:</u>		
<u>6</u>			
<u>7</u>			
<u>8</u>	ADMINISTRATIVE COST		
<u>9</u>			
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<u>14</u>			
<u>15</u>			
<u>16</u>	PROGRAM COST		
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B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

1 budget revisions hereafter.

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

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

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9 CFDA Year: 20132015
10 CFDA No.: 93.959
11 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)
12 Federal Agency: Department of Health and Human Services/ Substance Abuse and
13 Mental Health Services Administration
14 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

15
16 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
17 OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal
18 audit requirements within the reporting period specified by OMB Circular Number A-133.

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

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

23
24 **II. DEFINITIONS**

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

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

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

31 C. ADEPT Provider Manual: The Manual designed by ADEPT to describe the specific services to
32 be performed by alcohol and other drug prevention program providers. The ADEPT Provider Manual
33 provides guidance, instructions, goals, performance outcome objectives, ~~performance measures~~ process
34 objectives, supporting activities, and evaluation components.

35 D. CalOMS Pv: The ~~statewide~~ State Department of Health Care Services data collection and
36 outcome measurement system.

37 ~~E. Campaign: A planned and sustained prevention effort to address a specific alcohol and other~~

~~1 drug issue within a defined community or region. A campaign is a time extended process involving
2 multiple activities that may be long term or short term in duration.~~

~~3 — F. CSAP~~ E. Center for Substance Abuse Prevention: CSAP, part of the ~~SA and~~
4 ~~MHSA~~ Substance Abuse and Mental Health Services Administration (an Agency of the U.S. Department
5 of Health and Human Services), is the sole federal organization providing national leadership in the
6 development of policies, programs, and services to prevent the onset of illegal drug use and underage
7 alcohol and tobacco use, and to reduce the negative consequences of using substances. CSAP has
8 identified six prevention strategies that can be directed at any segment of the population: Information
9 Dissemination, Education, Alternatives, Problem Identification and Referral, Community-based Process
10 and Environmental.

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

13 ~~HG.~~ DUI Checkpoint: An operation of law enforcement agencies that involves stopping every
14 “nth” vehicle on a public roadway and investigating the possibility that the driver might be driving
15 under the influence (DUI) of alcohol and/or other drugs and too impaired to drive; also referred to as a
16 sobriety checkpoint.

17 ~~IH.~~ Educational Workshop: A prevention activity involving the presentation of information on
18 substance abuse issues with an emphasis on interaction and the exchange of information among
19 participants.

20 ~~IJ.~~ Evaluation: Systematic collection, analysis, and use of program information for multiple
21 purposes, including monitoring, program improvement, outcome assessment, planning, and
22 policy-making.

23 ~~KJ.~~ Evaluation Plan: The systematic blueprint detailing ~~all~~ the evaluation aspects of the project.

24 ~~LK.~~ Goal: A broad statement of what the ~~prevention~~ program aims to accomplish.

25 ~~ML.~~ Impaired Driving: The behavior of operating a vehicle while under the influence of alcohol
26 or other drugs.

27 ~~NM.~~ Information Dissemination: A one-way communication, direct from the source to the
28 audience that provides information about a prevention issue and is designed to create awareness and
29 knowledge of that issue.

30 ~~O.~~ N. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of
31 prevention services adopted by the IOM, where prevention programs are organized along a targeted
32 audience continuum. This continuum is divided into prevention, treatment, and maintenance categories,
33 and the prevention category is divided into universal, selective, and indicated prevention classifications.

34 ~~PO.~~ Media Input: A form of communication that is prepared with the intent of increasing public
35 awareness/support for a prevention project, service or activity. There are two basic types of media
36 inputs:

- 37 1. An item submitted for publication to an established media outlet (a newspaper, radio or

1 television station),

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

5 ~~P. — Q. On-sale license/outlet alcohol establishment:~~ An establishment licensed to sell alcohol
6 for consumption on premise. Examples of on-sale ~~licenses~~ alcohol establishments include bars and
7 restaurants.

8 ~~Q. — R. Outcome:~~ The measurable ~~changes~~ change that ~~occur~~ occurs as a result of a
9 ~~project's~~ program's overall performance in implementing its planned activities.

10 ~~— S. Performance Measure: An activity to be performed in support of prevention initiatives.~~

11 #

12 ~~— T. Performance R. Outcome Objective:~~ A statement that specifies the measurable result or
13 ~~outcome~~ direct impact of a ~~prevention initiative~~ program or activity in reference to a quantitative criterion
14 and a timeframe.

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

16 //

17 ~~— U. T. Program Identity Item:~~ An item used for the purpose of marketing, promoting and creating
18 awareness of a program's ~~campaign~~, initiative, message or event.

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

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

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

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

35 ~~— Y. SPF: Substance Abuse and Mental Health Services Administration's (SAMHSA) five step~~
36 ~~systematic community-based approach, which aims to ensure that substance abuse prevention programs~~
37 ~~can and do produce results.~~

1 —ZY. Sustainability: The process through which a prevention system becomes a norm and is
2 integrated into on-going operations. Sustainability is vital to ensuring that prevention values and
3 processes are firmly established, that partnerships are strengthened, and that financial and other
4 resources are secured over the long term.

5 AA.—TAZ. Technical Assistance: Services provided by ~~professional prevention~~ staff intended
6 to provide guidance to ~~prevention~~ programs, community ~~organization~~ organizations, and individuals to
7 conduct, strengthen, or enhance specific alcohol and other drug prevention activities.

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

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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.

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19 **IV. REPORTS**

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

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

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

1 ~~2016~~2018 for Period Two, unless otherwise agreed to in writing by ADMINISTRATOR.

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

7 1. Period One reports:

8 a. Quarter 1: July 1, ~~2014~~2016 through September 30, ~~2014~~2016, due October ~~10~~,
9 ~~2014~~15 2016;

10 b. Quarter 2: October 1, ~~2014~~2016 through December 31, ~~2014~~2016, due January ~~16~~,
11 ~~2015~~15, 2017; and

12 c. Quarter 3: January 1, ~~2015~~2017 through March 31, ~~2015~~2017, due April ~~17~~, ~~2015~~15,
13 2017.

14 2. Period Two reports:

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

17 b. Quarter 2: October 1, ~~2015~~2017 through December 31, ~~2015~~, 2017, due January ~~22~~,
18 ~~2016~~15, 2018; and

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

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

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

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

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

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

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

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

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

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 **V. SERVICES**

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

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

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

35 C. CONTRACTOR shall work with adults, businesses, community members, faith-based
36 communities, families, alcohol establishments, neighborhood groups, schools, youth-serving
37 organizations, law enforcement agencies, municipalities, ~~older adults~~, parents, youth, and any other

interested persons and groups within the identified cities and communities to reduce alcohol and other drug impaired driving and prescription drug abuse.

D. ~~Period One Performance Measures~~ Process Objectives for Community-Based Impaired Driving Prevention – CONTRACTOR shall work to achieve the following ~~nine (9) Performance Measures by June 30, 2015~~ eleven (11) Process Objectives within each of the six (6) selected cities, unless otherwise noted, by June 30, 2017:

1. ~~Provide education to at least two one hundred (200) adults in each of the six (6) selected cities on~~ At least two one hundred (200) adults in each of the six (6) selected cities on between the risk ages of 18-34 years shall participate in an impaired driving and ~~perceived likelihood of arrest~~ prevention educational workshop.

2. ~~At least~~ 2. Provide education to at least two hundred (200) adults in each of the six (6) selected cities on responsible social host practices.
eighty (80) adults over the age of 35 years shall participate in an impaired driving prevention educational workshop.

3. Provide responsible beverage service training to at least ~~forty (40)~~ thirty (30) persons ~~involved in serving~~ who serve alcoholic beverages ~~within each of the six (6) selected cities~~ from a minimum of ten (10) on-sale alcohol establishments.

4. Provide responsible beverage service training to at least eight (8) managers/owners ~~off from~~ a minimum of four (4) on-sale alcohol establishments ~~within each of the six (6) selected cities.~~

~~5.~~ 5. Provide technical assistance on sustaining responsible beverage service practices for previously trained managers/owners from at least eight (8) on-sale alcohol establishments.

6. Provide responsible beverage service training to at least ten (10) persons who serve alcoholic beverages from a minimum of five (5) on-sale alcohol establishments that have been identified based on community need.

7. Provide technical assistance on sustaining responsible beverage service practices for previously trained managers/owners from at least three (3) on-sale alcohol establishments that have been identified based on community need.

8. In partnership with the community, recognize at least one (1) on-sale alcohol establishment that ~~has used evidence-based practices to reduce alcohol and other drug impaired driving within each of the six (6) selected cities.~~ supports the prevention of impaired driving.

~~6. Provide technical assistance to at least eight (8) on sale alcohol establishments within the six (6) selected cities, in aggregate, to sustain responsible beverage service practices.~~

~~7.~~ 9. Participate in a minimum of eighteen (18) driving under the influence enforcement operations within the six (6) selected cities, in aggregate.

10. In partnership with the community, recognize at least three (3) law enforcement agencies, ~~in aggregate~~ within the six (6) selected cities, that support impaired driving prevention ~~within the six (6) selected cities.~~

~~9.~~

11. Provide technical assistance on strategies to reduce alcohol and other drug impaired driving to at least four (4) ~~technical assistance sessions to~~ community members within the six (6) selected cities, ~~in aggregate, on strategies to reduce alcohol and other drug impaired driving.~~

E. Period One ~~Performance Outcome~~ Objectives for Community-Based Impaired Driving Prevention

CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~six (6) Performance~~ four (4) Outcome Objectives within each of the six (6) selected cities by June 30, ~~2015~~2017:

1. At least ~~seventy-five~~eighty percent (~~75~~80%) of adults ~~educated~~who complete a post survey shall ~~increase~~report increased knowledge of ~~risk~~risks of impaired driving from: ~~substance abuse.~~

~~a. Alcohol use~~

~~b. Drug (licit/illicit) use~~

~~c. Combined alcohol/drug use~~

2. At least ~~eighty~~ ~~2.~~ At least ~~seventy-five~~ percent (~~75~~80%) of adults ~~educated~~who complete a post survey shall ~~increase~~report an increased perception of the likelihood that an alcohol and other drug impaired driver will be stopped by ~~local police~~law enforcement.

3. At least ~~seventy-five~~eighty percent (~~75~~80%) of adults ~~educated~~who complete a post survey shall ~~increase~~report increased awareness of social host practices that contribute to impaired driving.

4. At least ~~seventy-five~~eighty percent (~~75~~80%) of adults ~~educated~~who complete a post survey shall ~~increase~~report increased skills in responsible social hosting.

~~5. At least eighty five percent (85%) of persons trained in responsible beverage service shall achieve a passing score on the post-training exam.~~

~~6. At least eighty five percent (85%) of managers/owners trained in responsible beverage service shall achieve a passing score on the post-training exam.~~

F. Period One Supporting Activities for Community-Based Impaired Driving Prevention – CONTRACTOR shall provide the following supporting activities by June 30, ~~2015~~2017:

1. One hundred ~~and six (106)~~seventy-eight (178) community collaborations;

2. ~~One~~Two hundred ~~and seventy-two (172)~~fifty (250) information disseminations;

3. Nine (9) media inputs; and

4. ~~Twelve (12)~~Forty-eight (48) trainings.

G. Period One ~~Performance Measures~~Process Objectives for Prescription Drug Abuse Prevention – CONTRACTOR shall work to achieve the following ~~nine (9) Performance Measures within~~sixteen (16) Process Objectives in the communities of each ~~of the two (2) selected~~ school ~~district~~districts by June 30, ~~2015~~2017, unless otherwise noted:

By May 30, 2017, a minimum of sixty (60) ~~1.~~ By April 30, 2015, provide a prevention intervention to at least two hundred (200) adults/parents on their capacity to influence of high school

1 youth shall participate in a prescription drug abuse ~~and effective preventive actions that can be~~
 2 ~~taken~~ prevention intervention.

3 ~~2.~~ 1. By May 30, ~~2015, provide at least two (2) reinforcing prevention messages to~~
 4 ~~those who received a~~ 2017, a minimum of sixty (60) parents of junior high/middle school youth shall
 5 participate in a prescription drug abuse prevention intervention.

6 2. By May 30, 2017, a minimum of sixty (60) adults from surrounding communities of the
 7 school district shall participate in a prescription drug abuse prevention intervention.

8 3. ~~Conduct~~ By May 30, 2017, a minimum of twenty (20) parents of youth that are at higher
 9 risk for substance abuse shall participate in a prescription drug abuse prevention intervention.

10 H. By June 30, 2017, conduct a follow-up assessment with at least fifty percent (50%) of
 11 ~~those~~ adults/parents who received a prescription drug abuse prevention intervention.

12 ~~4. Provide education to~~ I. By June 30, 2017, a minimum of ~~eight~~ ~~four~~ hundred (~~800~~)
 13 and eighty (480) middle school youth ~~on the following topics:~~

14 • ~~Negative consequences of~~ shall participate in a prescription drug abuse ~~prevention educational~~
 15 ~~workshop.~~

16 • ~~Refusal/resistance skills~~

17 ~~5. Provide education to~~

18 J. By June 30, 2017, a minimum of ~~one~~ ~~two~~ hundred (~~100~~) and forty (240) high school ~~staff per~~
 19 ~~district on~~ youth ~~development principles as~~ shall participate in a ~~strategy for preventing~~ prescription drug
 20 abuse prevention educational workshop.

21 K. By June 30, 2017, a minimum of eighty (80) youth who are at a higher risk for substance abuse
 22 shall participate in a prescription drug abuse prevention educational workshop.

23 1. By September 30, 2016, submit a report summarizing at least three (3) key informant
 24 interviews conducted to identify youth development training needs.

25 2. By June 30, 2017, a minimum of thirty-five (35) middle school staff shall participate in a
 26 youth development educational workshop.

27 3. By June 30, 2017, a minimum of thirty-five (35) high school staff shall participate in a
 28 youth development educational workshop.

29 4. By June 30, 2017, a minimum of thirty (30) school staff who work with high-risk youth
 30 shall participate in a youth development educational workshop.

31 5. ~~6. Provide education to~~ By June 30, 2017, a minimum of twenty-five (25)
 32 community youth leaders ~~on~~ shall participate in a youth development ~~principles as a strategy for~~
 33 ~~preventing prescription drug abuse~~ educational workshop.

34 ~~7. Collaborate~~ 6. By June 30, 2017, collaborate with a minimum of two (2) schools
 35 and/or youth serving organizations to develop a plan to sustain youth development practices.

36 7. By June 30, 2017, outreach ~~8. Outreach~~ to ten (10) ~~health care~~ ~~healthcare~~
 37 sites on actions they can take to reduce access to prescription drugs.

1 ~~9. Coordinate~~ 8. By June 30, 2017, coordinate at least four (4) youth-led
2 community prevention activities designed to reduce access to prescription drugs.

3 ~~HL. Period One Performance Outcome Objectives for Prescription Drug Abuse Prevention~~ –
4 CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and
5 work to achieve the following ten (10) ~~Performance Outcome~~ Objectives ~~within~~ the communities of
6 each of the two (2) selected school ~~district~~ districts by June 30, ~~2015~~2017, unless otherwise noted:

7 1. By ~~April~~May 30, ~~2015~~2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of adults/parents
8 who ~~received~~complete a prevention intervention ~~post survey~~ shall report increased self-efficacy in
9 contributing to the prevention of prescription drug abuse.

10 2. By ~~April~~May 30, ~~2015~~2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of adults/parents
11 who ~~received~~complete a prevention intervention ~~post survey~~ shall report increased knowledge of
12 effective actions they can take to prevent prescription drug abuse.

13 3. By May 30, ~~2015~~2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of adults/parents who
14 ~~received~~complete a prevention intervention ~~post survey~~ shall report ~~increased~~willingness to take action
15 to prevent prescription drug abuse.

16 4. ~~At~~By June 30, 2017, at least ~~fifty~~seventy-five percent (~~50~~75%) of adults/parents who
17 ~~received~~complete a prevention intervention ~~and completed a follow-up assessment~~survey shall report
18 ~~having taken~~taking action to prevent prescription drug abuse.

19 //

20 //

21 5. ~~At~~By June 30, 2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of youth ~~educated~~who
22 ~~complete a prevention workshop post survey~~ shall report increased knowledge of the negative
23 consequences of prescription drug abuse.

24 6. ~~At~~By June 30, 2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of youth ~~educated~~shall
25 ~~demonstrate~~who complete a prevention workshop post survey shall report increased confidence in their
26 ability to use refusal/resistance skills.

27 7. ~~At~~By June 30, 2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of school staff
28 ~~educated~~who complete an educational workshop post survey shall report increased knowledge of youth
29 development principles.

30 8. ~~At~~By June 30, 2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of school staff
31 ~~educated~~who complete an educational workshop post survey shall ~~indicate~~report their willingness to
32 apply youth development practices ~~within~~in their ~~schools~~work with youth.

33 9. ~~At~~By June 30, 2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of community youth
34 leaders ~~educated~~who complete an educational workshop post survey shall report increased knowledge of
35 youth development principles.

36 #

37 10. ~~At~~By June 30, 2017, at least ~~seventy-five~~eighty percent (~~75~~80%) of community youth

1 leaders ~~educated~~ who complete an educational workshop post survey shall ~~indicate~~ report their
2 willingness to apply youth development practices ~~within~~ in their ~~organizations.~~ ~~work with youth.~~

3 ~~M.~~ M. Period One Supporting Activities for Prescription Drug Abuse Prevention – CONTRACTOR
4 shall provide the following supporting activities by June 30, ~~2015~~ 2017:

5 1. ~~Twelve (12) media inputs~~

6 ~~1. Twelve (12) media inputs~~

7 2. One hundred and ~~ten (10)~~ twelve (12) community collaborations;

8 3. One hundred and ~~two (102)~~ four (104) information disseminations; ~~an~~ and

9 4. ~~Eight (8)~~ Four (4) trainings

10 ~~N.~~ N. Period Two ~~Performance Measures~~ Process Objectives for Community-Based Impaired Driving
11 Prevention –CONTRACTOR shall work to achieve the following ~~nine (9) Performance Measures by~~
12 ~~June 30, 2016~~ eleven (11) Process Objectives within each of the six (6) selected cities, unless otherwise
13 noted, by June 30, 2018:

14 1. ~~Provide education to at least two one hundred and twenty~~ thirty-five (225) ~~adults in~~ 135
15 ~~each of the six (6) selected cities on~~ between the risk ~~ages of 18-34 years shall participate in an impaired~~
16 ~~driving and perceived likelihood of arrest~~ prevention educational workshop.

17 2. ~~Provide education to at least two hundred and twenty five (225)~~ ninety (90) ~~adults over the~~
18 ~~age of 35 years shall participate in each of the six (6) selected cities on responsible social host~~
19 ~~practices~~ an impaired driving prevention educational workshop.

20 3. Provide responsible beverage service training to at least ~~sixty (60)~~ forty (40) persons
21 ~~involved in serving~~ who serve alcoholic beverages ~~within each of the six (6) selected cities~~ from a
22 minimum of twelve (12) on-sale alcohol establishments.

23 4. Provide responsible beverage service training to at least ten (10) managers/owners ~~of~~ from a
24 minimum of five (5) on-sale alcohol establishments ~~within each of the six (6) selected cities.~~

25 ~~5.~~ 5. Provide technical assistance on sustaining responsible beverage service
26 practices for previously trained managers/owners from at least twelve (12) on-sale alcohol
27 establishments.

28 6. Provide responsible beverage service training to at least twenty (20) persons who serve
29 alcoholic beverages from a minimum of eight (8) on-sale alcohol establishments that have been
30 identified based on community need.

31 7. Provide technical assistance on sustaining responsible beverage service practices for
32 previously trained managers/owners from at least five (5) on-sale alcohol establishments that have been
33 identified based on community need.

34 8. In partnership with the community, recognize at least two (2) on-sale alcohol establishments
35 ~~that have used evidence based practices to reduce alcohol and other drug impaired driving within each~~
36 ~~of the six (6) selected cities~~ support the prevention of impaired driving.

37 ~~6. Provide technical assistance to at least sixteen (16) on sale alcohol establishments within~~

~~the six (6) selected cities, in aggregate, to sustain responsible beverage service practices.~~

~~7~~ 9. Participate in a minimum of eighteen (18) driving under the influence enforcement operations within the six (6) selected cities, ~~in aggregate.~~

~~8~~ 10. In partnership with the community, recognize at least four (4) law enforcement agencies, ~~in aggregate~~ within the six (6) selected cities, that support impaired driving prevention ~~within the six (6) selected cities.~~

~~9~~ 11. Provide ~~technical assistance on strategies to reduce alcohol and other drug impaired driving to~~ at least six (6) ~~technical assistance sessions to~~ community members within the six (6) selected cities, ~~in aggregate, on strategies to reduce alcohol and other drug impaired driving.~~

~~K~~ O. Period Two Performance Outcome Objectives for Community-Based Impaired Driving Prevention – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~six (6) Performance~~ four (4) Outcome Objectives within each of the six (6) selected cities by June 30, ~~2016~~ 2018:

1. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults ~~educated~~ who complete a post survey shall ~~increase~~ report increased knowledge of ~~risk~~ risks of impaired driving from: substance abuse.

~~a.~~ Alcohol use

~~b.~~ Drug (licit/illicit) use

~~c.~~ Combined alcohol/drug use

2. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults ~~educated~~ who complete a post survey shall ~~increase~~ report increased perception of the likelihood that an alcohol and other drug impaired driver will be stopped by ~~local police~~ law enforcement.

3. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults ~~educated~~ who complete a post survey shall ~~increase~~ report increased awareness of social host practices that contribute to impaired driving.

4. At least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults ~~educated~~ who complete a post survey shall ~~increase~~ report increased skills in responsible social hosting.

~~5. At least eighty five percent (85%) of persons trained in responsible beverage service shall achieve a passing score on the post-training exam.~~

~~P~~ ~~6. At least eighty five percent (85%) of managers/owners trained in responsible beverage service shall achieve a passing score on the post training exam.~~

~~L.~~ Period Two Supporting Activities for Community-Based Impaired Driving Prevention – By June 30, 2016, CONTRACTOR shall provide the following supporting activities by June 30, 2018:

1. ~~One~~ Two hundred and ~~forty~~ thirty-six (~~146~~ 236) community collaborations;

2. ~~Two~~ Three hundred and ~~thirty-four~~ (234) ~~eighteen~~ (318) information disseminations;

3. ~~Sixteen~~ (16) ~~Ten~~ (10) media inputs; and

4. ~~Eighteen~~ (18) ~~Seventy-two~~ (72) trainings.

~~M~~ Q. Period Two Performance Measures Process Objectives for Prescription Drug Abuse

1 Prevention – CONTRACTOR shall work to achieve the following ~~nine (9) Performance Measures~~
 2 ~~within fifteen (15) Process Objectives in the communities of each of the two (2) selected school~~
 3 ~~district districts~~ by June 30, ~~2016~~2018, unless otherwise noted:

4 1. ~~By April 30, 2016, provide a prevention intervention to at least two hundred (200)~~
 5 ~~adults~~ By May 30, 2018, a minimum of seventy-five (75) parents ~~on their capacity to influence~~ of high
 6 school youth shall participate in a prescription drug abuse ~~and effective preventive actions that can be~~
 7 ~~taken~~ prevention intervention.

8 2. By May 30, 2018, a minimum of seventy-five (75) parents of junior high/middle school
 9 youth shall participate in a prescription drug abuse ~~2. By May 30, 2016, provide at least~~
 10 ~~two (2) reinforcing prevention messages to those who received a~~ prevention intervention.

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

13 ~~4. Provide education to a minimum of eight hundred (800) youth on the following topics:~~

14 ~~a. Negative consequences of prescription drug abuse~~

15 ~~b. Refusal/resistance skills~~

16 By May 30, 2018, ~~5. Provide education to~~ a minimum of ~~one hundred (100)~~ ~~seventy-five (75)~~
 17 ~~adults from surrounding communities of the~~ school ~~staff per~~ district ~~on youth development principles~~
 18 ~~as~~ shall participate in a ~~strategy for preventing~~ prescription drug abuse ~~prevention intervention.~~

19 ~~6. Provide education to~~ 4. By May 30, 2018, a minimum of twenty-five (25)
 20 parents of youth that are at higher risk for substance abuse shall participate in a prescription drug abuse
 21 prevention intervention.

22 ~~5. community youth leaders on youth development principles as a strategy for preventing~~ By
 23 June 30, 2018, conduct a follow-up assessment with at least fifty percent (50%) of adults/parents who
 24 received a prescription drug abuse ~~prevention intervention.~~

25 ~~6. Collaborate~~ By June 30, 2018, a minimum of five hundred and eighty (580)
 26 middle school youth shall participate in a prescription drug abuse prevention educational workshop.

27 7. By June 30, 2018, a minimum of three hundred and forty (340) high school youth shall
 28 participate in a prescription drug abuse prevention educational workshop.

29 8. By June 30, 2018, a minimum of eighty (80) youth who are at a higher risk for substance
 30 abuse shall participate in a prescription drug abuse prevention educational workshop.

31 9. By June 30, 2018, a minimum of forty-five (45) middle school staff shall participate in a
 32 youth development educational workshop.

33 10. By June 30, 2018, a minimum of forty-five (45) high school staff shall participate in a
 34 youth development educational workshop.

35 11. By June 30, 2018, a minimum of thirty-five (35) school staff who work with high-risk
 36 youth shall participate in a youth development educational workshop.

37 12. By June 30, 2018, educate a minimum of thirty-five (35) community youth leaders shall

1 participate in a youth development educational workshop.

2 13. By June 30, 2018, collaborate with a minimum of two (2) schools and/or youth serving
3 organizations to develop a plan to sustain youth development practices.

4 ~~8. Outreach~~ 14. By June 30, 2018, outreach to ten (10) ~~health care~~ healthcare sites on actions
5 they can take to reduce access to prescription drugs.

6 ~~9. Coordinate~~ 15. By June 30, 2018, coordinate at least ~~four (4)~~ eight (8) youth-led
7 community prevention activities designed to reduce access to prescription drugs.—

8 NR. Period Two Performance Outcome Objectives for Prescription Drug Abuse Prevention –
9 CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and
10 work to achieve the following ten (10) Performance Outcome Objectives within the communities of
11 each of the two (2) selected school district districts by June 30, ~~2016~~ 2018, unless otherwise noted:

12 1. By ~~April~~ May 30, ~~2016~~ 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults/parents
13 who ~~received~~ complete a prevention intervention post survey shall report increased self-efficacy in
14 contributing to the prevention of prescription drug abuse.

15 2. By ~~April~~ May 30, ~~2016~~ 2018, at least ~~seventy-five~~ eighty percent (~~75%~~ 80%) of
16 adults/parents who ~~received~~ complete a prevention intervention post survey shall report increased
17 knowledge of effective actions they can take to prevent prescription drug abuse.

18 //

19 3. By ~~April~~ May 30, ~~2016~~ 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of adults/parents
20 who ~~received~~ complete a prevention intervention post survey shall report ~~increased~~ willingness to take
21 action to prevent prescription drug abuse.

22 ~~4. At~~ By June 30, 2018, at least ~~fifty~~ seventy-five percent (~~50~~ 75%) of
23 adults/parents who ~~received~~ complete a prevention intervention follow-up survey shall report ~~having~~
24 taken taking action to prevent prescription drug abuse.

25 5. ~~At~~ By June 30, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of youth ~~educated~~ who
26 complete a prevention workshop post survey shall report increased knowledge of the negative
27 consequences of prescription drug abuse.

28 6. ~~At~~ By June 30, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of youth ~~educated~~ shall
29 demonstrate who complete a prevention workshop post survey shall report increased confidence in
30 their ability to use refusal/resistance skills.

31 7. ~~At~~ By June 30, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of school staff
32 ~~educated~~ who complete an educational workshop post survey shall report increased knowledge of youth
33 development principles.

34 8. ~~At~~ By June 30, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of school staff
35 ~~educated~~ who complete an educational workshop post survey shall ~~indicate~~ report their willingness to
36 apply youth development practices within their schools work with youth.

37 9. ~~At~~ By June 30, 2018, at least ~~seventy-five~~ eighty percent (~~75~~ 80%) of community youth

1 leaders ~~educated~~ who complete an educational workshop post survey shall report increased knowledge of
2 youth development principles.

3 10. ~~At~~ By June 30, 2018, at least ~~seventy-five~~ ~~eighty~~ percent (75~~80~~%) of community youth
4 leaders ~~educated~~ who complete an educational workshop post survey shall ~~indicate~~ report their
5 willingness to apply youth development practices ~~within~~ in their ~~organizations.~~ ~~work with youth.~~

6 ~~OS.~~ Period Two Supporting Activities for Prescription Drug Abuse Prevention – By June 30,
7 2016. CONTRACTOR shall provide the following supporting activities by June 30, 2018:

- 8 1. Eighteen (18) media inputs
- 9 2. One hundred and eighteen (118) community collaborations;
- 10 3. One ~~Hundred~~ hundred and ten (110) information disseminations; and
- 11 4. Ten (10) trainings

12 ~~PT.~~ CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
13 quantities and due dates identified within the ~~performance measures, performance~~ outcome objectives,
14 process objectives, and supporting activities described in Subparagraphs D. through O. above.

15 ~~QU.~~ Action Plan – CONTRACTOR shall submit to ADMINISTRATOR a Period One
16 preliminary Action Plan for each project by August 1, ~~2014~~ 2016 and a final Action Plan by August 15,
17 ~~2014~~ 2016; and for Period Two, a preliminary Action Plan by ~~July 31, 2015~~ August 1, 2017 and a final
18 Action Plan by August ~~14, 2015~~ 15, 2017. Each Action Plan shall clearly describe the activities to be
19 implemented to achieve the ~~performance measures~~ outcome objectives and ~~performance~~ process
20 objectives. CONTRACTOR shall identify evaluation tools to be developed, evaluation timelines, and
21 the steps necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format
22 provided by ADMINISTRATOR. CONTRACTOR may modify each Action Plan with
23 ADMINISTRATOR's prior written approval.

24 ~~RV.~~ Evaluation – CONTRACTOR shall conduct a systematic and comprehensive evaluation each
25 Period to determine levels of effectiveness and success in ~~accomplishing~~ achieving outcome objectives,
26 process objectives and supporting activities ~~and campaigns, and in achieving the performance measures~~
27 ~~and performance objectives~~ described in ~~Subparagraph~~ Subparagraphs D., E., G., H., J., K., M. and N.
28 through O. above.

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

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

- 34 a. the proposed evaluator, including qualifications;
- 35 b. how staff time will be tracked, if program staff are to be used for the evaluation;
- 36 c. the method(s) to be used for tracking and evaluating the ~~outcomes achieved for each~~
37 ~~performance objective and performance measure~~ outcome objectives and process objectives;

1 d. how data will be collected, including the number and characteristics of participants
2 from whom data will be collected (sampling methods) and a description of the data-collection
3 instruments;

4 e. how the evaluation process is to be conceptually and procedurally integrated within the
5 services provided under this Agreement;

6 ~~f. how the evaluation results will be used to make recommendations for improving~~
7 ~~prevention efforts related to each performance objective and performance measure; and~~

8 ~~g. how archival data for assessing the specified long-term impact indicator will be secured~~
9 ~~and reported.~~

10 3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan for each project to
11 ADMINISTRATOR by August 1, ~~2014~~2016, and a final Evaluation Plan by August 15, ~~2014~~2016; and
12 for Period Two a preliminary Evaluation Plan by ~~July 31, 2015~~August 1, 2017 and a final Evaluation
13 Plan by August ~~14, 2015~~15, 2017.

14 #

15 #

16 4. CONTRACTOR's Evaluation Plans must be approved, in writing, by ADMINISTRATOR
17 prior to implementation of evaluation efforts. CONTRACTOR shall obtain written consent of
18 ADMINISTRATOR prior to modifying each Evaluation Plan.

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

21 ~~SW~~. Meetings

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

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

28 3. Provider Meeting~~Meetings~~ – At a minimum, CONTRACTOR's Program Director or
29 Program Supervisor shall attend each of the provider meetings per Period held by ADMINISTRATOR
30 for the purpose of networking, learning, and sharing. Dates for provider meetings shall be determined
31 by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of
32 each meeting. ADMINISTRATOR may approve a substitution for the Program Director or Program
33 Supervisor in the event one or both of them are unable to attend.

34 ~~FX~~. Social Media – If project-related social media is to be used, CONTRACTOR shall develop
35 necessary policies and procedures and keep them on file.

36 ~~UY~~. Required Approvals

37 1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any

1 training and/or class within the County of Orange for which a fee is charged, and for all trainings and/or
2 classes outside the County of Orange, whether or not a fee is charged.

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

5 3. CONTRACTOR shall request required approvals on a form approved or provided by
6 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
7 to the request. ~~Requests shall~~ CONTRACTOR understands that requests must be in support of the
8 ~~performance~~ outcome objectives and ~~performance—measures~~ process objectives identified in
9 Subparagraphs V.D. through V.O. of this Exhibit A to the Agreement. Approvals of requests are subject
10 to county, state and federal funding guidelines and regulations.

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

17 ~~WA.~~ Patents and Copyright Material

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

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

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

36 4. CONTRACTOR agrees that if CONTRACTOR enters into any agreements with other
37 parties to perform the work required under this Agreement, that CONTRACTOR shall require that each

1 agreement include clauses granting COUNTY:

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

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

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

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

22 ~~Z~~AD. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
23 Services Paragraph of this Exhibit A to the Agreement.

24
25 **VI. STAFFING**

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

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

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

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

37 3. No person, at any time, shall have been found guilty of any crime involving moral turpitude

1 by a court of law.

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

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

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

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

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

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

PERIOD ONE	Impaired Driving	Prescription Drug Abuse		Total
		FTEs	FTEs	
ADMINISTRATIVE PROGRAM				
STAFF				
Accounting Manager Health	0.06	2.40	0.00	2.60
Educator				
Accounting Specialist Program	0.15	0.35	0.15	0.30
Director				
Executive Assistant	0.05	0.00	0.05	0.10
Supervisor				
Executive Director	0.04		0.04	0.08
Finance Assistant Director	0.00	0.075	0.05	0.075

<u>1</u>	—Office Specialist	0.05	0.05	0.10
<u>2</u>	SUBTOTAL ADMINISTRATIVE FTEs	0.35	0.34	0.69
<u>3</u>				
<u>4</u>	PROGRAM STAFF			
<u>5</u>	—Health Educator	2.40	2.60	5.00
<u>6</u>	—Program Director	0.22	0.30	0.52
<u>7</u>	—Program Supervisor	0.80	0.58	1.38
<u>8</u>	SUBTOTAL PROGRAM FTEs	3.4250	3.4860	6.90710
<u>9</u>				
<u>10</u>	TOTAL FTEs	3.7750	3.8260	7.5910
<u>11</u>	#			
<u>12</u>	#			
<u>13</u>	#			
<u>14</u>	#			
<u>15</u>	#			
<u>16</u>	#			
<u>17</u>	#			
<u>18</u>	#			
<u>19</u>	#			
<u>20</u>	#			
<u>21</u>	#			
<u>22</u>	#			
<u>23</u>	#			
<u>24</u>	PERIOD TWO	Impaired Driving	Prescription Drug Abuse	Total
<u>25</u>		FTEs	FTEs	FTEs
<u>26</u>	ADMINISTRATIVE PROGRAM			
<u>27</u>	STAFF			
<u>28</u>	—Accounting Manager Health	0.062.40	0.002.60	0.065.00
<u>29</u>	Educator			
<u>30</u>	—Accounting Specialist Program	0.1535	0.1535	0.3070
<u>31</u>	Director			
<u>32</u>	—Executive Assistant	0.0500	0.0565	0.1065
<u>33</u>	Supervisor			
<u>34</u>	—Executive Director	0.04	0.04	0.08
<u>35</u>	Finance Assistant Director	0.0075	0.0500	0.0575
<u>36</u>	—Office Specialist	0.05	0.05	0.10
<u>37</u>	SUBTOTAL ADMINISTRATIVE FTEs	0.35	0.34	0.69

<u>1</u>				
<u>2</u>	PROGRAM STAFF			
<u>3</u>	—Health Educator	2.40	2.60	5.00
<u>4</u>	—Program Director	0.22	0.30	0.52
<u>5</u>	—Program Supervisor	0.80	0.58	1.38
<u>6</u>	SUBTOTAL PROGRAM FTEs	3.42 <u>50</u>	3.48	6.90 <u>7.10</u>
<u>7</u>				
<u>8</u>	TOTAL FTEs	3.77 <u>50</u>	3.82 <u>60</u>	7.59 <u>10</u>
<u>9</u>				

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

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

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

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

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

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