

1 AGREEMENT FOR PROVISION OF
2 COMMUNITY BASED ALCOHOL AND OTHER DRUG PREVENTION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE-ORANGE COUNTY
7 JULY 1, 2016 THROUGH JUNE 30, 2018
8

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

15 **W I T N E S S E T H:**
16

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

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

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

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REFERENCED CONTRACT PROVISIONS

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

Maximum Obligation:

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

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

CONTRACTOR DUNS Number:

129192808

CONTRACTOR TAX ID Number:

95-1970946

Notices to COUNTY and CONTRACTOR:

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

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

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I. ACRONYMS

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

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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADL	Activities of Daily Living
10	G. ADP	Alcohol and Drug Program
11	H. AES	Advanced Encryption Standard
12	I. AFLP	Adolescent Family Life Program
13	J. AIDS	Acquired Immune Deficiency Syndrome
14	K. AIM	Access for Infants and Mothers
15	L. AMHS	Adult Mental Health Services
16	M. ARRA	American Recovery and Reinvestment Act of 2009
17	N. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	O. ASI	Addiction Severity Index
19	P. ASIST	Applied Suicide Intervention Skills Training
20	Q. ASO	Administrative Services Organization
21	R. ASRS	Alcohol and Drug Programs Reporting System
22	S. BBS	Board of Behavioral Sciences
23	T. BCP	Business Continuity Plan
24	U. BH	Base Hospital
25	V. BHS	Behavioral Health Services
26	W. CalOMS	California Outcomes Measurement System
27	X. CalWORKs	California Work Opportunity and Responsibility for Kids
28	Y. CAP	Corrective Action Plan
29	Z. CAT	Centralized Assessment Team
30	AA. CCC	California Civil Code
31	AB. CCLD	(California) Community Care Licensing Division
32	AC. CCR	California Code of Regulations
33	AD. CDCR	California Department of Corrections and Rehabilitation
34	AE. CDSS	California Department of Social Services
35	AF. CERC	Children's Emergency Receiving Center
36	AG. CESI	Client Evaluation of Self at Intake
37	AH. CEST	Client Evaluation of Self and Treatment

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

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

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

1	EM.	PSC	Professional Services Contract
2	EN.	PTRC	Paramedic Trauma Receiving Center
3	EO.	QI	Quality Improvement
4	EP.	QIC	Quality Improvement Committee
5	EQ.	RHAP	Refugee Health Assessment Program
6	ER.	RHEIS	Refugee Health Electronic Information System
7	ES.	RN	Registered Nurse
8	ET.	RSA	Remote Site Access
9	EU.	SAPTBG	Substance Abuse Prevention and Treatment Block Grant
10	EV.	SD/MC	Short-Doyle Medi-Cal
11	EW.	SIR	Self-Insured Retention
12	EX.	SMA	Statewide Maximum Allowable (rate)
13	EY.	SNF	Skilled Nursing Facility
14	EZ.	SR	Supervised Release
15	FA.	SRP	Supervised Release Participant
16	FB.	SSA	County of Orange Social Services Agency
17	FC.	SSI	Supplemental Security Income
18	FD.	STP	Special Treatment Program
19	FE.	SUD	Substance Use Disorder
20	FF.	TAR	Treatment Authorization Request
21	FG.	TAY	Transitional Age Youth
22	FH.	TB	Tuberculosis
23	FI.	TBS	Therapeutic Behavioral Services
24	FJ.	TRC	Therapeutic Residential Center
25	FK.	TTY	Teletypewriter
26	FL.	TUPP	Tobacco Use Prevention Program
27	FM.	UMDAP	Uniform Method of Determining Ability to Pay
28	FN.	UOS	Units of Service
29	FO.	USC	United States Code
30	FP.	VOLAGs	Volunteer Agencies
31	FQ.	W&IC	California Welfare and Institutions Code
32	FR.	WIC	Women, Infants and Children

II. ALTERATION OF TERMS

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

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

5
6 **III. ASSIGNMENT OF DEBTS**

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

14
15 **IV. COMPLIANCE**

16 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring
17 adherence to all rules and regulations related to federal and state health care programs.

18 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
19 policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and
20 General Compliance Trainings.

21 2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of
22 Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct
23 have been verified to include all required elements by ADMINISTRATOR’s Compliance Officer as
24 described in subparagraphs below.

25 3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of
26 Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar
27 days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with
28 HCA’s Compliance Program and Code of Conduct.

29 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct
30 then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and
31 procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
32 ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Compliance Program
33 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to
34 meet said standards or shall be asked to acknowledge and agree to HCA’s Compliance Program and
35 Code of Conduct if the CONTRACTOR’s Compliance Program and Code of Conduct does not
36 contain all required elements.

37 //

1 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the
2 CONTRACTOR’s Compliance Program and Code of Conduct contains all required elements,
3 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware
4 of CONTRACTOR’s Compliance Program, Code of Conduct and related policies and procedures.

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

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

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

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

31 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or
32 engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services
33 relative to this Agreement.

34 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
35 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request
36 that its subcontractors use their best efforts to verify that they are eligible to participate in all federal
37 and State of California health programs and have not been excluded or debarred from participation in

1 any federal or state health care programs, and to further represent to CONTRACTOR that they do not
2 have any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

32
33 **V. CONFIDENTIALITY**

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

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

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

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

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

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

23
24 **VI. COST REPORT**

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

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

37 //

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

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

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

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

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

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

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

37 //

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

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

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

17
18 Signed _____
19 Name _____
20 Title _____
21 Date _____"

22
23 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

24 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

11
12 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

24
25 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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X. EQUIPMENT

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

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

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

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

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

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

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

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

7 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.
8

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

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

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

22 **XII. INDEMNIFICATION AND INSURANCE**

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

33 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase
34 all required insurance at CONTRACTOR’s expense and to submit to COUNTY the COI, including all
35 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
36 Agreement have been complied with and to maintain such insurance coverage with COUNTY during
37 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of

1 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
2 conditions as set forth herein for CONTRACTOR.

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

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

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

18 F. QUALIFIED INSURER

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

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

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

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

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

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

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

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

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

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

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

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

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

16 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

- 18 a. Prior to the start date of this Agreement.
- 19 b. No later than the expiration date for each policy.
- 20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY

21 regarding changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

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

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

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

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

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

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

5
6 **XIII. INSPECTIONS AND AUDITS**

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

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

21 **C. AUDIT RESPONSE**

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

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

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

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

10
11 **XIV. LICENSES AND LAWS**

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

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

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

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

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

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

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

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

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

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

- 7 1. ARRA of 2009.
- 8 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 9 3. CCC §§1798.80 through 1798.84, Customer Records.
- 10 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 11 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
12 Security.
- 13 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
14 Master Plans
- 15 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 16 8. HSC, §11876, Narcotic Treatment Programs.
- 17 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 18 10. Code of Federal Regulations, Title 42, Public Health.
- 19 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 20 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 21 13. 41 CFR 50, Public Contracts and Property Management
- 22 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 23 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
24 prevention and treatment block grants and/or projects for assistance in transition from homelessness
25 grants.
- 26 16. 45 CFR 93, New Restrictions on Lobbying.
- 27 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 28 18. 45 CFR 96.132, Additional Agreements.
- 29 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 30 20. 45 CFR 160, General Administrative Requirements.
- 31 21. 45 CFR 162, Administrative Requirements.
- 32 22. 45 CFR 164, Security and Privacy.
- 33 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 34 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 35 25. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
36 Contracting and Financial Transactions.

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1 26. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
2 National Institute on Drug Abuse.

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

5 28. 42 USC §290dd-2, Confidentiality of Records.

6 29. 42 USC §1320(a), Uniform reporting systems for health services facilities and
7 organizations.

8 30. 42 USC §§1320d through 1320d-9, Administrative Simplification.

9 31. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.

10 32. 42 USC §6101 et seq., Age Discrimination Act of 1975.

11 33. 42 USC §2000d, Civil Rights Act of 1964.

12 34. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
13 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

14 35. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
15 Grants Policy Statement (10/13).

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

18 37. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
19 Manual.

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

22
23 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

34 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
35 available social media sites) in support of the services described within this Agreement,
36 CONTRACTOR shall develop social media policies and procedures and have them available to
37 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of

1 all forms of social media used to either directly or indirectly support the services described within this
2 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures
3 as they pertain to any social media developed in support of the services described within this
4 Agreement. CONTRACTOR shall also include any required funding statement information on social
5 media when required by ADMINISTRATOR.

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

8
9 **XVI. MAXIMUM OBLIGATION**

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

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

16
17 **XVII. MINIMUM WAGE LAWS**

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

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

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

32
33 **XVIII. NONDISCRIMINATION**

34 **A. EMPLOYMENT**

35 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall
36 not unlawfully discriminate against any employee or applicant for employment because of his/her
37 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

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

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

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

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

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

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

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

1 all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by
2 state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose
3 of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following
4 based on one or more of the factors identified above:

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

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

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

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

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

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

37 //

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

5
6 **XIX. NOTICES**

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

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

12 2. When faxed, transmission confirmed;

13 3. When sent by Email; or

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

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

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

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

26
27 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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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 and in accordance with this Agreement and all applicable requirements, which include but are not limited to:

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

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

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

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

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

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

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

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

XXII. RESEARCH AND PUBLICATION

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

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XXIII. SEVERABILITY

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

7
8 **XXIV. SPECIAL PROVISIONS**

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

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

1 Controlled Substance Act (21 USC 812).

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

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

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

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

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

10 2. Making phone calls outside of the local area unless documented to be directly for the
11 purpose of participant care.

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

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

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

19
20 **XXV. STATUS OF CONTRACTOR**

21 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
22 wholly responsible for the manner in which it performs the services required of it by the terms of this
23 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
24 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
25 relationship of employer and employee, or principal and agent, between COUNTY and
26 CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors.
27 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
28 consultants, or subcontractors as they relate to the services to be provided during the course and scope
29 of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall
30 not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any
31 manner to be COUNTY's employees.

32
33 **XXVI. TERM**

34 A. The term of this Agreement shall commence as specified in the Referenced Contract
35 Provisions of this Agreement or the execution date, whichever is later. This Agreement shall
36 terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise
37 sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be

1 obligated to perform such duties as would normally extend beyond this term, including but not limited
2 to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

5
6 **XXVII. TERMINATION**

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

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

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

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

29 **D. CONTINGENT FUNDING**

- 30 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 31 a. The continued availability of federal, state and county funds for reimbursement of
32 COUNTY's expenditures, and
 - 33 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
34 approved by the Board of Supervisors.
- 35 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
36 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
37 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated

1 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

17 5. Assist ADMINISTRATOR in effecting the transfer of participants in a manner consistent
18 with participant's best interests.

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

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

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

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

32
33 **XXVIII. THIRD PARTY BENEFICIARY**

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

37 **XXIX. WAIVER OF DEFAULT OR BREACH**

1 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
2 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
3 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
4 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
5 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 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE-ORANGE COUNTY

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6 BY:  _____ DATED: 4/25/2016
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8 TITLE: CEO
9 _____

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11 BY: _____ DATED: _____

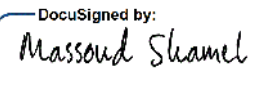
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13 TITLE: _____
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17 COUNTY OF ORANGE

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20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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

27 BY:  _____ DATED: 4/25/2016
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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board,
35 the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial
36 Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate
37 resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his
or her signature alone is required by ADMINISTRATOR

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 COMMUNITY-BASED ALCOHOL AND DRUG PREVENTION SERVICES
 4 WITH
 5 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
 6 JULY 1, 2016 THROUGH JUNE 30, 2018
 7

8 **I. BUDGET**

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

	<u>Period One</u>	<u>Period Two</u>
13 ADMINISTRATIVE COST		
14 Salaries	\$ 32,521	\$ 32,521
15 Benefits	6,504	6,504
16 Services and Supplies	<u>2,260</u>	<u>2,260</u>
17 SUBTOTAL ADMINISTRATIVE COST	\$ 41,285	\$ 41,285
18		
19 PROGRAM COST		
20 Salaries	\$158,507	\$158,507
21 Benefits	31,701	31,701
22 Services and Supplies	108,507	108,507
23 Subcontracts	<u>10,000</u>	<u>10,000</u>
24 SUBTOTAL PROGRAM COST	\$308,716	\$308,716
25		
26 TOTAL COST	\$350,000	\$350,000
27		

28 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 29 between budgeted line items within a program, for the purpose of meeting specific program needs, by
 30 utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR.
 31 CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to
 32 ADMINISTRATOR for consideration, in advance, which shall include a justification narrative
 33 specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual
 34 impact of the shift as may be applicable to the current contract period and/or future contract periods.
 35 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
 36 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain

37 //

1 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
2 may result in disallowance of those costs.

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

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

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

8	
9	CFDA Year: 2015
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, outcome objectives, process objectives, supporting activities, and
34 evaluation components.

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

37 //

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

8 F. Collaboration: A process of participation through which people, groups, and agencies work
9 toward common goals.

10 G. Educational Workshop: A prevention activity involving the presentation of information on
11 substance abuse issues with an emphasis on interaction and the exchange of information among
12 participants.

13 H. Evaluation: Systematic collection, analysis, and use of program information for multiple
14 purposes, including monitoring, program improvement, outcome assessment, planning, and policy-
15 making.

16 I. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.

17 J. Goal: A broad statement of what the program aims to accomplish.

18 K. Information Dissemination: A one-way communication, direct from the source to the audience
19 that provides information about a prevention issue and is designed to create awareness and knowledge
20 of that issue.

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

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

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

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

33 N. Off-sale alcohol establishment: An establishment licensed to sell alcohol for consumption off
34 premise. Examples of off-sale alcohol establishments include liquor stores and grocery stores.

35 O. Outcome: The measurable change that occurs as a result of a program's overall performance in
36 implementing its planned activities.

37 //

1 P. Outcome Objective: A statement that specifies the measurable result or direct impact of a
2 program or activity in reference to a quantitative criterion and a timeframe.

3 Q. Process Objective: Operational activities and tasks that support success of the outcome.

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

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

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

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

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

22 W. Sustainability: The process through which a prevention system becomes a norm and is
23 integrated into on-going operations. Sustainability is vital to ensuring that prevention values and
24 processes are firmly established, that partnerships are strengthened, and that financial and other
25 resources are secured over the long term.

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

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

33 34 **III. PAYMENTS**

35 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing
36 services described hereunder, less revenues which are actually received by CONTRACTOR. All
37 payments are interim payments only and are subject to Final Settlement in accordance with the Cost

1 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost
2 of providing the services; hereunder provided, however, the total of such payments does not exceed
3 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are
4 reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its
5 discretion, pay supplemental billings for any month for which the interim payment amount specified
6 above has not been fully paid.

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

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

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

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

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

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

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

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

37 //

IV. REPORTS

1
2 A. CalOMS for Prevention – CONTRACTOR shall comply with the data collection requirements
3 for prevention as mandated by the California Department of Health Care Services (DHCS), Substance
4 Use Disorder Prevention, Treatment and Recovery Services Division. CONTRACTOR shall comply
5 with CalOMS Prevention requirements and report on the service populations as defined in the IOM
6 model. ADMINISTRATOR shall make trainings and technical assistance available for completing
7 CalOMS reports throughout the term of this Agreement.

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

14 C. Projection Report – CONTRACTOR shall submit quarterly Projection Reports to
15 ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR
16 and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's
17 program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement.
18 These reports are due to ADMINISTRATOR by October 11, 2016, January 11, 2017, and April 11,
19 2017 for Period One, and October 11, 2017, January 13, 2018, and April 11, 2018 for Period Two,
20 unless otherwise agreed to in writing by ADMINISTRATOR.

21 D. Quarterly Progress Report – CONTRACTOR shall submit quarterly Progress Reports to
22 ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR, and document
23 progress toward outcome objectives and process objectives, project successes, barriers to
24 implementation, staff changes and reasons for staff changes, and plans for the following quarter.

25 1. Period One reports:

- 26 a. Quarter 1: July 1, 2016 through September 30, 2016, due October 15, 2016;
27 b. Quarter 2: October 1, 2016 through December 31, 2016, due January 15, 2017; and
28 c. Quarter 3: January 1, 2017 through March 31, 2017, due April 15, 2017.

29 2. Period Two reports:

- 30 a. Quarter 1: July 1, 2017 through September 30, 2017, due October 15, 2017;
31 b. Quarter 2: October 1, 2017 through December 31, 2017, due January 15, 2017; and
32 c. Quarter 3: January 1, 2018 through March 31, 2018, due April 15, 2018.

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

35 E. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-End
36 Report to ADMINISTRATOR for Period One by July 31, 2017 and for Period Two by July 31, 2018.
37 Each report shall include an evaluation section which shall contain, but not be limited to, an analysis of

1 the effectiveness of the alcohol and other drug prevention strategies implemented toward reaching
2 outcome and process objectives, a discussion of successes, barriers encountered, and recommendations
3 for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

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

10 G. Training Report – CONTRACTOR shall submit to ADMINISTRATOR, within thirty (30)
11 calendar days of the event, a report of each training or conference attended by any staff member(s), and
12 paid in part or in whole through this Agreement. The report shall be no more than two (2) pages in
13 length and shall include the training title, purpose, host organization (e.g., Center for Applied Research
14 Solutions, Inc.), a list of key materials and handouts, a summary of what was learned, and an analysis of
15 potential application to alcohol and other drug prevention services provided pursuant to this Agreement.
16 When multiple staff members attend the same training or conference, a single collaborative report may
17 be submitted. After submission, training reports may be distributed to other contracted providers at the
18 discretion of ADMINISTRATOR.

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

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

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

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

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

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V. SERVICES

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

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

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

C. CONTRACTOR shall work with parents, adults, businesses, community members, faith-based communities, families, alcohol establishments, neighborhood groups, schools, youth-serving organizations, law enforcement agencies, municipalities, youth, and any other interested persons and groups within the communities of each of the two selected school districts to reduce underage drinking.

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

- 1. By May 31, 2017, at least sixty-three (63) parents of high school students shall participate in an underage drinking prevention intervention.
- 2. By May 31, 2017, at least twelve (12) parents of youth that are at a higher risk for substance abuse shall participate in an underage drinking prevention intervention.
- 3. By May 31, 2017, at least one hundred twelve (112) parents of middle school students shall participate in an underage drinking prevention intervention.
- 4. By May 31, 2017, at least sixty-three (63) adults from the surrounding communities of the school district shall participate in an underage drinking prevention intervention.
- 5. Conduct a follow-up assessment with at least fifty percent (50%) of adults/parents who received an underage drinking prevention intervention.
- 6. At least two hundred forty (240) high school youth shall participate in an underage drinking prevention educational workshop.
- 7. At least eighty (80) youth who are at a higher risk for substance abuse shall participate in an underage drinking prevention educational workshop.
- 8. At least three hundred twenty (320) middle school youth shall participate in an underage drinking prevention educational workshop.
- 9. At least sixty-four (64) male youth from the surrounding communities of the school district shall participate in an underage drinking prevention educational workshop.
- 10. At least ninety-six (96) female youth from the surrounding communities of the school district shall participate in an underage drinking prevention educational workshop.

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

3 12. By November 1, 2016, submit a key informant interview summary report.

4 13. By March 31, 2017, at least twelve (12) middle school staff shall participate in a youth
5 development educational workshop.

6 14. At least twenty-four (24) high school staff shall participate in a youth development
7 educational workshop.

8 15. At least eight (8) school staff who work with high-risk youth shall participate in a youth
9 development educational workshop.

10 16. At least thirty-six (36) middle school staff shall participate in a youth development
11 educational workshop.

12 17. By December 31, 2016, at least eleven (11) community youth leaders shall participate in a
13 youth development educational workshop.

14 18. At least thirty-four (34) community youth leaders shall participate in a youth development
15 educational workshop.

16 19. Collaborate with a minimum of two (2) schools and/or youth serving organizations to
17 develop a plan to sustain youth development practices.

18 20. By November 21, 2016, submit a youth educational workshop toolkit on underage drinking
19 prevention.

20 21. Conduct facilitator trainings on using the youth educational workshop toolkit with the
21 directors of at least two (2) schools and/or youth-serving organizations.

22 22. Provide technical assistance with at least four (4) schools and/or youth-serving
23 organizations within the communities of the school districts that developed a sustainability plan in FY's
24 2014-15 and 2015-16.

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

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

29 25. Provide technical assistance on sustaining responsible beverage service practices to at least
30 ten (10) off-sale alcohol establishments within the communities of the school districts previously trained
31 during the FY 2016-2017.

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

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

36 E. Period One Outcome Objectives – CONTRACTOR shall complete the detailed activities
37 specified in the ADEPT Provider Manual and work to achieve the following eleven (11) Outcome

1 Objectives within the communities of each of the two selected school districts by June 30, 2017, unless
2 otherwise noted:

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

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

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

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

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

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

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

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

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

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

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

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

- 29 1. One hundred and ten (110) community collaborations;
- 30 2. One hundred and two (102) information disseminations;
- 31 3. Twelve (12) media inputs; and
- 32 4. Eight (8) trainings.

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

36 1. By May 31, 2018, at least seventy-five (75) parents of high school students shall participate
37 in an underage drinking prevention intervention.

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

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

3 21. Provide technical assistance with at least six (6) of the schools and/or youth-serving
4 organizations within the communities of the school districts that developed a sustainability plan in FY's
5 2014-15, 2015-16, and 2016-17.

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

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

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

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

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

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

21 1. By May 31, 2018, at least eighty percent (80%) of adults/parents who complete a
22 prevention intervention post survey shall report increased self-efficacy to prevent underage drinking.

23 2. By May 31, 2018, at least eighty percent (80%) of adults/parents who complete a
24 prevention intervention post survey shall report increased knowledge of effective actions they can take
25 to prevent underage drinking.

26 3. By May 31, 2018, at least eighty percent (80%) of adults/parents who complete a
27 prevention intervention post survey shall report willingness to take action to prevent underage drinking.

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

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

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

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

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

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

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

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

8 I. Period Two Supporting Activities – CONTRACTOR shall provide the following supporting
9 activities by June 30, 2018:

- 10 1. One hundred twenty-two (122) community collaborations;
- 11 2. One hundred ten (110) information disseminations;
- 12 3. Twelve (12) media inputs; and
- 13 4. Ten (10) trainings.

14 J. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the due
15 dates and quantities identified within the outcome objectives, process objectives, and supporting
16 activities described in Subparagraphs D. through I. above.

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

25 L. Evaluation - CONTRACTOR shall conduct a systematic and comprehensive evaluation each
26 Period to determine levels of effectiveness and success in achieving outcome objectives, process
27 objectives, and supporting activities described in Subparagraphs D. through I. above.

28 1. CONTRACTOR and CONTRACTOR’s project evaluator shall participate in an evaluation
29 planning meeting with ADMINISTRATOR each Period prior to submitting an Evaluation Plan.

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

- 32 a. The proposed evaluator, including qualifications;
- 33 b. How staff time will be tracked, if program staff is to be used for the evaluation;
- 34 c. The method(s) to be used for tracking and evaluating the outcome objectives and
35 process objectives;

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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 3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan to
7 ADMINISTRATOR by August 1, 2016, and a final Evaluation Plan by August 15, 2016; and for Period
8 Two, a preliminary Evaluation Plan by August 1, 2017 and a final Evaluation Plan by August 15, 2017.

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

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

14 M. Meetings

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

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

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

27 N. Social Media: If project-related social media is to be used, CONTRACTOR shall develop
28 necessary policies and procedures and keep them on file.

29 O. Required Approvals

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

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

35 3. CONTRACTOR shall request required approvals on a form provided by
36 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond
37 to the request. CONTRACTOR understands that requests must be in support of the outcome objectives

1 and process objectives identified in Subparagraphs D. through I. of this Exhibit A, and are subject to
2 county, state and federal funding guidelines and regulations.

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

9 Q. Patents and Copyright Material

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

13 2. CONTRACTOR agrees that any and all "works of authorship," as defined in
14 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or
15 delivered as part of this Agreement, whether or not published, which can be considered "works made for
16 hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also
17 agrees that the copyright to any and all such works made for hire under this Agreement, whether
18 published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in
19 17 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free,
20 non-exclusive right to use, reproduce, and disseminate all such material.

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

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

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

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

36 R. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
37 in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of

1 any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and may
2 request a plan of corrective action. Corrective action plans may address, but are not limited to outcome
3 objectives, preventative strategies, and/or action plans. CONTRACTOR shall submit a written plan of
4 corrective action for approval within two (2) weeks of request by ADMINISTRATOR. CONTRACTOR
5 may request in advance and in writing, an extension to the due date for a corrective action plan.
6 Approval of the request shall be at the sole discretion of ADMINISTRATOR.

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

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

14
15 **VI. STAFFING**

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

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

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

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

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

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

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

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

1 subcontractors, volunteers, interns, and the Board of Directors shall agree in writing to maintain the
 2 standards set forth in the Code of Conduct.

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

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

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
	<u>FTEs</u>	<u>FTEs</u>
16 ADMINISTRATIVE STAFF		
17 Chief Executive Officer	0.10	0.10
18 Chief Financial Officer	<u>0.15</u>	<u>0.15</u>
19 ADMINISTRATIVE SUBTOTAL FTEs	0.25	0.25
20		
21 PROGRAM ADMINISTRATIVE STAFF		
22 Director	0.15	0.15
23 Health Educator / Program Assistant	<u>0.05</u>	<u>0.05</u>
24 PROGRAM ADMIN SUBTOTAL FTEs	0.20	0.20
25		
26 PROGRAM STAFF		
27 Program Director	0.35	0.35
28 Health Educator	<u>3.25</u>	<u>3.25</u>
29 PROGRAM SUBTOTAL FTEs	3.60	3.60
30		
31 TOTAL FTEs	4.05	4.05
32		

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

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

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1 report shall include the employee's name, position title, date of resignation, and a description of the
2 recruitment activity to replace the employee.

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

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

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

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