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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2014 through June 30, ~~2014~~2016

Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015

Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

Maximum Obligation:

Period One Maximum Obligation:	\$ 777,350 <u>700,000</u>
Period Two Maximum Obligation:	<u>777,350700,000</u>
TOTAL MAXIMUM OBLIGATION:	\$1,554,700<u>400,000</u>

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

1 **Notices to COUNTY and CONTRACTOR:**

2
3 COUNTY: County of Orange
4 Health Care Agency
5 Contract Development and Management
6 405 West 5th Street, Suite 600
7 Santa Ana, CA 92701-4637

8 CONTRACTOR: Community Service Programs, Inc.
9 ~~ATTN:~~ Attention: Margot R. Carlson, Executive Director
10 ~~1821~~ 1221 East Dyer Road, Suite ~~200~~ 120
11 Santa Ana, CA 92705

12
13 **CONTRACTOR's Insurance Coverages:**

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

mcarlson@cspinc.org

I. ~~ACRONYMS~~ ACRONYMS

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

- A. ADEPT Alcohol and Drug Education and Prevention Team
- B. ~~AOD~~ ~~Alcohol and Other Drugs~~
- ~~C.~~ ARRA American Recovery and Reinvestment Act
- C. ASRS Alcohol and Drug Programs Reporting System
- D. ~~CaIOMS~~ CALOMS PV California Outcome Measurement ~~Services~~ Service for Prevention
- E. CCC California Civil Code
- F. CCR California Code of Regulations
- G. ~~CFDA~~ ~~Catalog of Federal Domestic Assistance~~ CEO County Executive Office
- H. CFR Code of Federal Regulations
- I. CHPP COUNTY HIPAA Policies and Procedures
- J. CHS Correctional Health Services
- K. COI Certificate of Insurance
- L. CSAP Center for Substance Abuse Prevention
- M. ~~L.~~ ~~D/MC~~ Drug/Medi-Cal
- N. ~~M.~~ ~~DHCS~~ Department of Health Care Services
- O. DPFS Drug Program Fiscal Systems
- P. ~~N.~~ ~~DRS~~ Designated Record Set
- Q. ePHI Electronic Protected Health Information
- R. GAAP Generally Accepted Accounting Principles
- S. ~~O.~~ ~~DUI~~ ~~Drinking Under the Influence~~

1	P.	HCA		Health Care Agency
2	T.	Q.	HHS	Health and Human Services
3	U.	R.	HIPAA	Health Insurance Portability and Accountability Act of 1996,
4			Public Law 104-191	
5	V.	S.	HSC	California Health and Safety Code
6	W.	T.	IOM	Institute of Medicine
7	X.		ISO	Insurance Services Office
8	Y.	U.	MHP	Mental Health Plan
9	Z.	V.	OCJS	Orange County Jail System
10	AA.	Y.	OCPD	Orange County Probation Department
11	AB.	X.	OCR	Office for Civil Rights
12	Y.	AC.	OCSD	Orange County Sheriff's Department
13	AD.	Z.	OIG	Office of Inspector General
14	AE.	AA.	OMB	Office of Management and Budget
15	AB.	AF.	OPM	Federal Office of Personnel Management
16	AC.	OTC	Over the Counter	
17	AD.	PADSS	AG.	PA DSS Payment Application Data Security
18			Standard	
19	AH.	AE.	PC.	State of California Penal Code
20	AI.	AF.	PCI DSS	Payment Card Industry Data Security Standard
21	AJ.	AG.	PHI	Protected Health Information
22	AK.	AH.	PII	Personally Identifiable Information
23	AL.	AI.	PRA	Public Record Act
24	AM.		RBS	Responsible Beverage Service
25	AN.		SAMHSA	Substance Abuse and Mental Health Services Administration
26	AO.		SIR	Self-Insured Retention
27	AP.		SPF	Strategic Prevention Framework
28	AQ.		TA	Technical Assistance
29	AR.		The HITECH Act	The Health Information Technology for Economic and Clinical Health
30				Act, Public Law 111-005
31	AS.	AJ.	USC	United States Code
32	AT.	AK.	WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

35 ~~A.~~ This Agreement, together with Exhibit A attached hereto and incorporated herein ~~by reference~~,
 36 fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the
 37 subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these~~

1 ~~purposes. No.~~

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

6
7 **III. ~~ASSIGNMENT OF DEBTS~~ ASSIGNMENT OF DEBTS**

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

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20 **IV. COMPLIANCE**

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

24 1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of
25 the relevant HCA policies and procedures relating to ~~ADMINISTRATOR's~~ HCA's Compliance
26 Program, HCA's Code of Conduct and General Compliance Trainings.

27 ~~2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who~~
28 ~~provide health care items or services or who perform billing or coding functions on behalf of HCA.~~
29 ~~Notwithstanding the above, this term does not include part time or per diem employees, contractors,~~
30 ~~subcontractors, agents, and other persons who are not reasonably expected to work more than one~~
31 ~~hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals~~
32 ~~at the point when they work more than one hundred sixty (160) hours during the calendar year.~~
33 ~~CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of~~
34 ~~ADMINISTRATOR's Compliance Program and related policies and procedures.~~

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1 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
 2 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
 3 have ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance~~
 4 ~~Program or establish its own, provided CONTRACTOR's Compliance Program has~~ been verified to
 5 include all required elements by ADMINISTRATOR's Compliance Officer as described in
 6 subparagraphs ~~A.4., A.5., A.6., and A.7.~~ below.

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

11 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
 12 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures
 13 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

14 ~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
 15 Compliance Program and Code of Conduct contains all required elements.- CONTRACTOR shall take
 16 necessary action to meet said standards or shall be asked to acknowledge and agree to the
 17 ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct if the CONTRACTOR's
 18 Compliance Program and Code of Conduct does not contain all required elements.

19 65. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 20 ~~CONTRACTOR's~~ CONTRACTOR Compliance Program and Code of Conduct contains all required
 21 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
 22 made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and
 23 procedures.

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

28 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
 29 procedures and screen all Covered Individuals employed or retained to provide services related to this
 30 Agreement to ensure that they are not designated as Ineligible Persons, as ~~defined hereunder.~~ pursuant to
 31 this Agreement. Screening shall be conducted against the General Services Administration's ~~List of~~
 32 ~~Parties Excluded from Federal Programs~~ Parties List System or System for Award Management, the
 33 Health and Human Services/~~OIG~~ Office of Inspector General List of Excluded Individuals/Entities, and
 34 the California Medi-CAL ~~Cal~~ Suspended and Ineligible Provider List and/or any other as identified by
 35 the ADMINISTRATOR.

36 ~~1.~~ 1. Covered Individuals includes all contractors, subcontractors, agents, and other
 37 persons who provide health care items or services or who perform billing or coding functions on behalf

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

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

9 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~
 10 federal and state health care programs; or

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

14 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 15 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 16 Agreement.

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

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

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

34 67. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
 36 screened. Such individual or entity shall be immediately removed from participating in any activity
 37 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or

1 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

2 ~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business
3 days after the overpayment is verified by the ADMINISTRATOR.

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

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

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

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

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

15 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence
16 by ADMINISTRATOR’s employees and contract providers.~~

17 ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
18 ADMINISTRATOR’s Code of Conduct.~~

19 ~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
20 made aware of ADMINISTRATOR’s Code of Conduct.~~

21 #

22 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or
23 establish its own provided CONTRACTOR’s Code of Conduct has been approved by
24 ADMINISTRATOR’s Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and
25 D.8. below D.~~

26 ~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of
27 its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

28 ~~5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of
29 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
30 asked to acknowledge and agree to the ADMINISTRATOR’s Code of Conduct.~~

31 ~~6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR,
32 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
33 CONTRACTOR’s Code of Conduct.~~

34 ~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR’s Code of Conduct then
35 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
36 CONTRACTOR shall comply with ADMINISTRATOR’s Code of Conduct.~~

37 ~~8. Failure of CONTRACTOR to timely submit the acknowledgement of~~

~~ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

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

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

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

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

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

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

V. ~~CONFIDENTIALITY~~ CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

//

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

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

1 safeguards.

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

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

7 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
8 week, of any suspected or actual breach of computer system ~~security, if the security breach would~~
9 ~~require notification under CCC §1798.82.~~

10 VI. ~~COST REPORT~~ COST REPORT

11 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
12 portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they
13 are prepared or termination of this Agreement. ~~CONTRACTOR shall prepare the Cost Report in~~
14 ~~accordance with all applicable federal, state and county requirements, generally accepted accounting~~
15 ~~principles and the Special Provisions Paragraph of this Agreement.~~ CONTRACTOR shall allocate
16 direct and indirect costs to and between programs, cost centers, services, and funding sources in
17 accordance with such requirements and consistent with prudent business practice, which costs and
18 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
19 any time to ADMINISTRATOR upon reasonable notice.

20 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
21 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
22 following:
23

24 #
25 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
26 business day after the above specified due date that the accurate and complete Cost Report is not
27 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
28 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
29 CONTRACTOR.

30 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
31 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
32 Report is delivered to ADMINISTRATOR.

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

37 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report

1 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
 2 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
 3 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
 4 shall be immediately reimbursed to COUNTY.

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

10 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
 11 less applicable revenues and late penalty, not to exceed ~~the applicable~~ COUNTY's Maximum Obligation
 12 ~~for each period~~ as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR
 13 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal,
 14 state and ~~county~~ COUNTY laws, regulations and requirements. Any payment made by COUNTY to
 15 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or
 16 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,
 17 within thirty (30) calendar days of submission of the Cost ~~Reports~~ Report or COUNTY may elect to
 18 reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
 19 COUNTY.

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

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

33 F. All Cost Reports ~~for each period~~ shall contain the following attestation, which may be typed
 34 directly on or attached to the Cost Report:

35
 36 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 37 supporting documentation prepared by _____ for the cost report period

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

Signed _____
Name _____
Title _____
Date _____ "

VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and

1 Coverage sections of the rules implementing 51 F.R. 6370.

2
3 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

4 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
5 prior written consent of COUNTY; ~~provided, however,~~ CONTRACTOR shall provide written
6 notification of CONTRACTOR's intent to delegate the obligations ~~undertaken by CONTRACTOR~~
7 ~~pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are~~
8 ~~approved in advance, in writing by~~ hereunder, either in whole or part, to ADMINISTRATOR, ~~meet the~~
9 ~~requirements of this Agreement as they relate to the service or activity under subcontract, and include~~
10 ~~any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of~~
11 ~~a subcontract upon five (5) not less than sixty (60) calendar days written notice to CONTRACTOR if~~
12 ~~subcontract fails prior to meet the requirements of this Agreement or any provisions that~~
13 ~~ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of~~
14 ~~CONTRACTOR to COUNTY pursuant to~~ the effective date of the delegation. Any attempted
15 assignment or delegation in derogation of this Agreement. ~~ADMINISTRATOR may disallow, from~~
16 ~~payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance~~
17 ~~with this paragraph~~ paragraph shall be void.

18 #

19 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
20 prior written consent of COUNTY. ~~For CONTRACTORS which are~~

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

28 ~~2. — C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,~~
29 ~~without the prior written consent of COUNTY. For CONTRACTORS which are for-profit~~
30 ~~organizations~~ If CONTRACTOR is a for-profit organization, any change in the business structure,
31 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
32 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
33 change in fifty percent (50%) or more of ~~CONTRACTOR's directors~~ Board of Directors of
34 CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted
35 assignment or delegation in derogation of this ~~paragraph~~ subparagraph shall be void.

36 3. Whether CONTRACTOR is a nonprofit, or a for-profit, organization, CONTRACTOR
37 shall provide written notification of CONTRACTOR's intent to assign the obligations hereunder, either

1 in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date
2 of the assignment.

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

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

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

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

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

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

21
22 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

23 **EMPLOYEE ELIGIBILITY VERIFICATION**

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

33
34 **X. EQUIPMENT**

35 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
36 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
37 Administrator to assist in performing the services described in this Agreement. “Relatively Permanent”

1 is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over,
2 including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
3 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
4 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
5 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
6 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
7 depreciated according to ~~generally-accepted-accounting-principles~~ GAAP.

8 #

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

15 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
16 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
17 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
18 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

37 I. Equipment purchases shall not exceed \$50,000 annually.

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6 //

~~XI. FACILITIES, PAYMENTS AND SERVICES~~
FACILITIES, PAYMENTS AND SERVICES

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

#

~~XII. INDEMNIFICATION AND INSURANCE~~
INDEMNIFICATION AND INSURANCE

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

~~B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

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

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,

1 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
 2 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 3 CEO/Office of Risk Management.

4 D. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 5 Agreement, COUNTY may terminate this Agreement.

6 E. QUALIFIED INSURER

7 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
 8 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
 9 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
 10 Key Rating Guide/Property-Casualty/United States or ambest.com)

11 //
 12 2. ~~C. All insurance~~ If the insurance carrier is not an admitted carrier in the state of
 13 California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management
 14 retains the right to approve or reject a carrier after a review of the company's performance and financial
 15 ratings.

16 F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the
 17 minimum limits and coverage as set forth below:

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

Sexual Misconduct Liability \$1,000,000 per occurrence

G. 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 Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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

~~1. "The //~~

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, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is ~~included as an additional insured with respect to the operations of the named insured performed under contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be excess and non-contributing.

~~I 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of, and not contribute with, insurance provided by this policy."~~

~~3. "This insurance shall not be canceled, limited or non renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."~~

~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

~~E. All insurance policies required by this contract 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.~~

J. 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.

K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR

1 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

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

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

16 ~~Q. — F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be~~
17 ~~issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

19 SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

23 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
24 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

25 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
26 in the Referenced Contract Provisions of this Agreement.

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

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

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

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

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

6
 7 **XIII. ~~INSPECTIONS AND AUDITS~~INSPECTIONS AND AUDITS**

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

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

22 //

23 **C. AUDIT RESPONSE**

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

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

37 ~~D~~ **D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and**

1 file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures
 2 as may be required during the term of this Agreement.

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

7
 8 **XIV. ~~LICENSES AND LAWS~~ LICENSES AND LAWS**

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

17 ~~— B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services~~
 18 ~~provided hereunder, as any may now exist or be hereafter changed.~~

19 ~~— C.~~ B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

24 //

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 and
 29 state reporting requirements regarding its employees;

30 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 31 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~~ Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state
 34 employee reporting requirements for child support enforcement, or to comply with all lawfully served
 35 Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of
 36 this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from
 37 COUNTY 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, and
 6 requirements shall include, but not be limited to, the following:

- 7 1. ARRA of 2009.
- 8 2. Federal Code of Regulations, Title 42, Public Health.
- 9 3. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
 10 Manual.
- 11 4. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
 12 Program Certification Standards, March 2004.
- 13 5. HSC, Divisions 10.5 and 10.6.
- 14 6. HSC, §§11839 through 11839.22.
- 15 7. S.B. 1838 OF 2004
- 16 8. HSC, §11876
- 17 9. HSC, §§123110 through 123149.5.
- 18 10. CFR, Title 2
- 19 11. 2 CFR Subt. B, Ch. III, Pt. 376, Nonprocurement, Debarment and Suspension.
- 20 12. CFR, Title 41, Public Contracts and Property Management 42 CFR, Ch. I, Subch. A, Pt. 2,
 21 Confidentiality of Alcohol and Drug Abuse Patient Records.
- 22 13. 45 CFR, Subt. A, Subch. A, Pt. 93, New Restrictions on Lobbying.
- 23 14. 45 CFR 96.127(a), "Requirements regarding Tuberculosis".
- 24 15. 45 CFR 96.132(e), Additional Agreements.
- 25 16. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 26 17. 45 CFR, Subt. A, Subch. C, Pt. 160, General Administrative Requirements.
- 27 18. 45 CFR, Subt. A, Subch. C, Pt. 162, Administrative Requirements.
- 28 19. 45 CFR, Subt. A, Subch. C, Pt. 164, Security And Privacy.
- 29 20. 48 CFR, Ch. 1, Subch. B, Pt. 9, Subp. 9.4, Debarment, Suspension, and Ineligibility.
- 30 21. 31 USC §1352, Limitation on use of appropriated funds to influence certain federal
 31 contracting and financial transactions.
- 32 22. 42 USC, Ch. 126, Equal Opportunity for Individuals with Disabilities.
- 33 23. 42 USC, Ch. 6A, Subch. III-A, Pt. A, 290aa through 290jj, Substance Abuse and Mental
 34 Health Services Administration.
- 35 24. 42 USC §290dd-2, Confidentiality of Records.
- 36 25. 42 USC §1320(a), Uniform reporting systems for health services facilities and
 37 organizations.

- 1 26. 42 USC, Ch. 7, Subch. XI, Pt. C, Administrative Simplification.
- 2 27. 42 USC, Chapter 7, Subchapter XI, Part C, 285n through 285o, National Institute on
- 3 Alcohol Abuse and Alcoholism; National Institute on Drug Abuse.
- 4 28. 42 USC 6101, Et Seq. Age Discrimination Act of 1975.42 USC §2000d, Civil Rights.
- 5 29. 42 CFR, Pt. 54, “Charitable choice regulations applicable to states receiving substance
- 6 abuse prevention and treatment block grants and/or projects for assistance in transition from
- 7 homelessness grants.”
- 8 30. 8 USC §1324, Immigration Reform & Control Act, 1986.
- 9 31. CCC, §§56 through 56.37, Confidentiality of Medical Information.
- 10 32. CCC, §§1798.80 through 1798.84, Customer Records.
- 11 33. CCC, §1798.85, Confidentiality of Social Security Number.
- 12 34. CCR, Title 9, Division 4; and Title 22.
- 13 35. OMB Circulars A-87, A-89, A-110, A-122, and A-133.
- 14 36. U.S. Department of Health and Human Services Grants Policy Statement.
- 15 37. Early and Periodic Screening, Diagnosis and Treatment Fact Sheet, Department of Alcohol
- 16 and Drug Programs, 2003.

XV. ~~LITERATURE AND ADVERTISEMENTS~~

LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

30 #
 31 #
 32 #
 33 #

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 all

1 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 as
3 they pertain to any social media developed in support of the services described within this Agreement.
4 CONTRACTOR shall also include any required funding statement information on social media when
5 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~~ MAXIMUM OBLIGATION**

10 —The Total Maximum Obligations of COUNTY for services provided in accordance with this
11 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in
12 the Referenced Contract Provisions of this Agreement.

13
14 **XVII. ~~NONDISCRIMINATION~~ NONDISCRIMINATION**

15 A. EMPLOYMENT

16 1. During the ~~performance~~ term of this Agreement, CONTRACTOR ~~and its Covered~~
17 ~~Individuals~~ shall not unlawfully discriminate against any employee or applicant for employment because
18 of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national
19 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
20 Additionally, during the term of this Agreement, CONTRACTOR ~~and its Covered Individuals~~ shall
21 ~~warrant~~ require in its subcontracts that ~~the evaluation and treatment of~~ subcontractors shall not
22 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
23 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40
24 and over), sexual orientation, medical condition, or physical or mental disability.

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

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

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

37 25. All solicitations or advertisements for employees placed by or on behalf of

1 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
 2 for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex,
 3 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
 4 mental disability. Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase “an~~
 5 ~~equal opportunity employer.”~~ term EOE.

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

11 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 12 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 13 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 14 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
 15 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -
 16 §1688; Title VI of the Civil Rights Act of 1964
 17 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,
 18 Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, and all other
 19 pertinent rules

20 ~~#~~
 21 and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as
 22 all may now exist or be hereafter amended or changed.

23 ~~1.~~ For the purpose of this ~~subparagraph B.~~ Nondiscrimination paragraph, Discrimination
 24 includes, but is not limited to the following based on one or more of the factors identified above:

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

34 C. COMPLAINT PROCESS ~~2. Complaint Process~~ – CONTRACTOR shall
 35 establish procedures for advising all clients through a written statement that
 36 ~~CONTRACTOR’s~~ CONTRACTOR and/or subcontractor’s clients may file all complaints alleging
 37 discrimination in the delivery of services with CONTRACTOR, subcontractor, and

1 ADMINISTRATOR, or the
2 U.S. Department of Health and Human Services' OCR. ~~CONTRACTOR's statement shall advise clients~~
3 ~~of the following:~~

4 ~~a. In those cases where the client's complaint is filed initially with the OCR, the OCR may~~
5 ~~proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the~~
6 ~~investigation.~~

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

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

14 ~~CD.~~ PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to
15 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,
16 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC
17 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons
18 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1
19 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

25 ~~EF.~~ In the event of non-compliance with this paragraph or as otherwise provided by federal and
26 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
27 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
28 state or county ~~funds~~ fund.

30 **XVIII. ~~NOTICES~~ NOTICES**

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

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

36 2. When faxed, transmission confirmed;

37 3. When sent by Email; or

//

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

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

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

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

~~XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS.~~ NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

~~XX. RECORDS MANAGEMENT AND MAINTENANCE.~~ 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 Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

#

2. State of California, Department of ASRS manual.

3. State of California, DPFS manual.

4. State of California, Health and Safety Code §123145.

5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

~~B. CONTRACTOR shall implement and maintain administrative, technical and physical~~

~~safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.~~

~~C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.~~

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

~~E. //~~

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.

~~F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:~~

~~1. The medical records and billing records about individuals maintained by or for a covered health care provider;~~

~~D 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or~~

~~3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.~~

~~G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:~~

~~1. Have documents readily available within forty eight (48) hour notice of a scheduled audit or site visit.~~

~~2. Provide auditor or other authorized individuals access to documents via a computer terminal.~~

~~3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.~~

~~H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or facsimile.~~

~~I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.~~

~~J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.~~

~~K. 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.~~

L. 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.

M. 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.

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

O. 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.

XXI. SEVERABILITY, RESEARCH AND PUBLICATION

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

XXII. RIGHT TO WORK AND MINIMUM WAGE LAWS

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that

1 all its contractors or other persons providing services pursuant to this Agreement on behalf of
2 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
3 Wage.

4 //

5 //

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

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

13
14 **XXIII. SEVERABILITY**

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

20
21 **XXIV. SPECIAL PROVISIONS**

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

24 ~~1. Purchasing or improving land, including constructing or permanently improving any~~
25 ~~building or facility, except for tenant improvements.~~

26 ~~2. Satisfying any expenditure of non-federal funds as a condition for the receipt of~~
27 ~~federal funds (matching).~~

28 3. Making cash payments to intended recipients of services through this Agreement.

29 #

30 ~~4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.~~

31 ~~5. 2. Lobbying any governmental agency or official.- CONTRACTOR shall file all~~
32 ~~certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g.,~~
33 ~~limitation on use of appropriated funds to influence certain federal contracting and financial~~
34 ~~transactions).~~

35 ~~6. Paying an individual salary or compensation for services at a rate in excess of the current~~
36 ~~Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary~~
37 ~~Schedule may be found at www.opm.gov.~~

1 ~~73.~~ Fundraising.
2 ~~84.~~ Purchase of gifts, meals, entertainment, awards, or other personal expenses for
3 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

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

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

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

12 ~~10. Reimbursement of CONTRACTOR's members of the Board of Directors for~~
13 ~~expenses or services.~~

14 ~~11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or~~
15 ~~alcohol.~~

16 ~~12. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of~~
17 ~~the Controlled Substance Act (21 USC 812).~~

18 ~~138. Distributing or aiding in the distributing of sterile needles or syringes for the~~
19 ~~hypodermic injection of any illegal drug.~~

20 ~~14. Assisting, promoting, or deterring union organizing.~~

21 ~~15. Severance pay for separating employees.~~

22 ~~16//~~

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

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

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

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

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

32 14. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of
33 the Controlled Substance Act (21 USC 812).

34 15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic
35 injection of any illegal drug.

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

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

1 shall not use the funds provided by means of this Agreement for the following purposes:

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

4 ~~2. 1. Funding travel or training (excluding mileage or parking) not approved by~~
5 ~~ADMINISTRATOR.~~

6 ~~3. Making phone calls outside of the local area unless documented to be directly for the~~
7 ~~purpose of participant client care.~~

8 ~~4. Payment for grant writing, consultants, Certified Public Accounting certified public~~
9 ~~accounting, or legal services not approved in advance by ADMINISTRATOR.~~

10 ~~5. Purchase of artwork or other items that are for decorative purposes and do not directly~~
11 ~~contribute to the quality of services to be provided pursuant to this Agreement.~~

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

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

18
19 **XXV. ~~STATUS OF CONTRACTOR~~ STATUS OF CONTRACTOR**

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

31
32 **XXVI. ~~TERM~~ TERM**

33 A. The term of this Agreement shall commence and as specified in the Referenced Contract
34 Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate
35 as specified in the Referenced Contract Provisions of this Agreement; unless otherwise sooner
36 terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to
37 perform such duties as would normally extend beyond this term, including but not limited to, obligations

1 with respect to confidentiality, indemnification, audits, reporting and accounting.

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

4
5 **XXVII. ~~TERMINATION~~ TERMINATION**

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

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

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

- 14 1. The loss by CONTRACTOR of legal capacity.
- 15 2. Cessation of services.

16 #

17 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
18 another entity without the prior written consent of COUNTY.

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

21 5. The loss of accreditation or any license required by the Licenses and Laws
22 ~~paragraph~~ Paragraph of 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
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 sole
4 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
5 term of the Agreement.

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

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

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

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

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

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

19 #

20 ~~5~~ 6. If records are to be transferred to COUNTY, pack and label such records in
21 accordance with directions provided by ADMINISTRATOR.

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

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

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

34 **XXVIII. ~~THIRD PARTY BENEFICIARY~~**

35 **THIRD PARTY BENEFICIARY**

36 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
37 including, but not limited to, any subcontractors or any clients provided services ~~hereunder~~ pursuant to

1 this Agreement.

3 ~~XXIX. WAIVER OF DEFAULT OR BREACH~~

4 WAIVER OF DEFAULT OR BREACH

5 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
6 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
7 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
8 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
9 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
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5 COMMUNITY SERVICE PROGRAMS, INC.

6
7
8 BY: - _____ DATED: _____

9
10 TITLE: _____

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12 BY: - _____ DATED: _____

13
14 TITLE: _____

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19 COUNTY OF ORANGE

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22 BY: - _____ DATED: _____

23 HEALTH CARE AGENCY

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

29
30 BY: - _____ DATED: _____

31 DEPUTY

32
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36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
37 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer

1 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
2 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 ~~HCA~~.

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ADMINISTRATOR

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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 COMMUNITY-BASED ALCOHOL AND DRUG PREVENTION SERVICES
 WITH
 COMMUNITY SERVICE PROGRAMS, INC.
 JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2016

I. BUDGET

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

PERIOD ONE:

	Impaired Driving	Over-the-Counter Drug Abuse	Prescription Over-the-Counter Total
ADMINISTRATIVE COST			
Salaries	\$ 26,878 <u>21,191</u>	\$ 28,168 <u>21,444</u>	\$ 55,046 <u>42,635</u>
Benefits	7,648 <u>6,590</u>	7,057 <u>6,103</u>	14,705 <u>12,693</u>
Services and Supplies	6,387 <u>3,643</u>	5,836 <u>3,354</u>	12,223 <u>6,997</u>
SUBTOTAL	\$ 40,913<u>31,424</u>	\$ 41,061<u>30,901</u>	\$ 81,974<u>62,325</u>
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$ 194,700 <u>174,632</u>	\$ 175,604 <u>160,168</u>	\$ 370,304 <u>334,800</u>
Benefits	48,614 <u>51,739</u>	45,847 <u>43,556</u>	94,461 <u>95,295</u>
Services and Supplies	83,968 <u>78,605</u>	98,388 <u>94,975</u>	182,356 <u>173,580</u>
Subcontracts	20,480 <u>13,600</u>	27,775 <u>20,400</u>	48,255 <u>34,000</u>
SUBTOTAL PROGRAM	\$ 347,762<u>318,576</u>	\$ 347,614<u>319,099</u>	\$ 695,376<u>637,675</u>
COST			
TOTAL COST	\$ 388,675<u>350,000</u>	\$ 388,675<u>350,000</u>	\$ 777,350<u>700,000</u>

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PERIOD TWO:

	Impaired Driving	Prescription and Over the Counter Drug Abuse	Total
ADMINISTRATIVE COST			
Salaries	\$ 27,683 21,191	\$ 29,012 21,444	\$ 56,695 42,635
Benefits	8,101 6,590	7,445 6,103	15,546 12,693
Services and Supplies	6,617 3,643	6,046 3,354	12,663 6,997
SUBTOTAL	\$ 42,401 31,424	\$ 42,503 30,901	\$ 84,904 62,325
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$ 200,543 174,632	\$ 180,871 160,168	\$ 381,414 334,800
Benefits	51, 207 739	49,912 43,556	101,119 95,295
Services and Supplies	76,424 78,605	91,289 94,975	167,713 173,580
Subcontracts	18,100 13,600	24,100 20,400	42,200 34,000
SUBTOTAL PROGRAM	\$ 346,274 318,576	\$ 346,172 319,099	\$ 692,446 637,675
COST			
TOTAL COST	\$ 388,675 350,000	\$ 388,675 350,000	\$ 777,350 700,000

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

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

EXHIBIT A

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

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

4 //

5 //

6 //

7 CFDA Year: ~~2011~~2013

8 CFDA No.: 93.959

9 Program Title: Block Grants for Prevention and Treatment of Substance Abuse (A)

10 Federal Agency: Department of Health and Human Services/ Substance Abuse and
11 Mental Health Services Administration

12 Award Name: Negotiated Net Amount/Drug Medi-Cal Contract

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

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

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

21
22 **II. DEFINITIONS**

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

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

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

29 C. ADEPT Provider Manual: The ~~manual~~Manual designed by ADEPT to describe the specific
30 services to be performed by alcohol and other drug prevention program providers. The ADEPT
31 ~~Provide~~Provider Manual provides guidance, instructions, goals, performance objectives, performance
32 measures and evaluation components.

33 D. ~~California Outcome Measurement Service for Prevention (CalOMS Pv)~~: The statewide data
34 collection and outcome measurement system.

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

1 F. ~~Center for Substance Abuse Prevention (CSAP)~~: CSAP, part of the ~~Substance Abuse~~SA and
2 ~~Mental Health Services Administration~~MHSA (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 G. Collaboration: A process of participation through which people, groups, and agencies work
9 toward prevention goals.

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

14 I. Educational Workshop: A prevention activity involving the presentation of information on
15 substance abuse issues with an emphasis on interaction and the exchange of information among
16 participants.

17 J. Evaluation: Systematic collection, analysis, and use of program information for multiple
18 purposes, including monitoring, program improvement, outcome assessment, planning, and
19 policy-making.

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

21 L. Goal: A broad statement of what the prevention program aims to accomplish.

22 ~~M. Impact Indicator: A measurable variable that can be used to assess progress toward~~
23 ~~achievement of the intended outcome (or impact) of a prevention initiative at the overall community or~~
24 ~~population level.~~

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

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

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

34 ~~P~~ ~~Q. Mass Media Campaign: A vehicle for the delivery of health information and counter~~
35 ~~advertising to a vast majority of the population in an attempt to change health behavior and improve~~
36 ~~health outcomes. Mass media includes newspapers and other printed communications, radio, television,~~
37 ~~billboards and bus ads.~~

~~1 —R. Media Event: An event or activity that is designed with the intent of attracting media attention
2 that will serve to publicize a prevention project, service or activity; such events are generally more
3 appealing to the media when they entail significant community involvement, e.g. youth, law
4 enforcement, or civic leaders.~~

5 —S. Media Input: A form of communication that is prepared with the intent of increasing public
6 awareness/support for a prevention project, service or activity. There are two basic types of media
7 inputs:

8 #

9 #

10 1. An item submitted for publication ~~by~~to an established media outlet (a newspaper, radio or
11 television station),

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

15 —T. Q. On-sale license/outlet: An establishment licensed to sell alcohol for consumption on
16 premise. Examples of on-sale licenses include bars and restaurants.

17 R. Outcome: The measurable changes that occur as a result of a project's overall performance in
18 implementing its planned activities.

19 US. Performance Measure: An activity to be performed in support of prevention initiatives.

20 —V//

21 T. Performance Objective: A statement that specifies the measurable result or outcome of a
22 prevention initiative or activity in reference to a quantitative criterion and a timeframe.

23 WU. Program Identity Item: An item used for the purpose of marketing, promoting and creating
24 awareness of a program's campaign, initiative, message or event.

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

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

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

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

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

~~AC. Technical Assistance (TA):~~ ~~AA. TA:~~ Services provided by professional prevention staff intended to provide guidance to prevention programs, community organization, and individuals to conduct, strengthen, or enhance specific ~~AOD~~ alcohol and other drug prevention activities.

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

III. PAYMENTS

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

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

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

3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the

1 interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may
2 authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference
3 between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost
4 incurred by CONTRACTOR.

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

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

12 #

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

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

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

20 //

21 //

22 //

23 **IV. REPORTS**

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

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

36 C. Projection Report – CONTRACTOR shall submit quarterly Projection Reports to
37 ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR

EXHIBIT A

1 and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's
 2 program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement.
 3 These reports are due to ADMINISTRATOR by October 11, ~~2012~~2014, January 11, ~~2013~~2015, and
 4 April 11, ~~2013~~2015 for Period One, and October 11, ~~2013~~2015, January 13, ~~2014~~2016, and April 11,
 5 ~~2014~~2016 for Period Two, unless otherwise agreed to in writing by ADMINISTRATOR.

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

10 1. Period One reports:

11 a. Quarter 1: July 1, ~~2012~~2014 through September 30, ~~2012~~2014, due October ~~15,~~
 12 ~~2012~~10, 2014;

13 b. Quarter 2: October 1, ~~2012~~2014 through December 31, ~~2012~~2014, due January ~~21,~~
 14 ~~2013~~16, 2015; and

15 c. Quarter 3: January 1, ~~2013~~2015 through March 31, ~~2013~~2015, due April ~~15, 2013~~17,
 16 2015.

17 2. Period Two reports:

18 a. Quarter 1: July 1, ~~2013~~2015 through September 30, ~~2013~~2015, due October ~~14,~~
 19 ~~2013~~16, 2015;

20 b. Quarter 2: October 1, ~~2013~~2015 through December 31. ~~2013~~2015, due January ~~20,~~
 21 ~~2014~~22, 2016; and

22 c. Quarter 3: January 1, ~~2014~~2016 through March 31, ~~2014~~2016, due April ~~14, 2014~~15,
 23 2016.

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

26 E. Fourth Quarter/Year-End Report - CONTRACTOR shall submit a Fourth Quarter/Year-End
 27 Report to ADMINISTRATOR for Period One by July 31, ~~2013~~2015 and for Period Two by July ~~31,~~
 28 ~~2014~~29, 2016. Each report shall include an evaluation section which shall contain, but not be limited to,
 29 an analysis of the effectiveness of the ~~AOD~~alcohol and other drug prevention strategies implemented
 30 toward reaching performance measures and performance objectives, a discussion of successes, barriers
 31 encountered, and recommendations for future projects. CONTRACTOR shall use the report format
 32 provided by ADMINISTRATOR.

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

1 calendar day of each month following the end of the month being reported.

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

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

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

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

22 K. CONTRACTOR shall not use reports produced as the result of these services, or data obtained
23 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.

24 #
25 All reports shall indicate that the County of Orange Health Care Agency - Alcohol and Drug Education
26 and Prevention Team funds CONTRACTOR's services.

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

29 //

30 V. SERVICES

31 A. CONTRACTOR shall provide ~~community-based-AOD~~alcohol and other drug prevention
32 services in the selected cities and communities, in accordance with, and as defined in the ADEPT
33 Provider Manual ~~provided~~furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services
34 are provided in:

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

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

4 C. CONTRACTOR shall work with adults, businesses, community members, faith-based
 5 communities, families, neighborhood groups, schools, youth-serving organizations, law enforcement
 6 agencies, municipalities, older adults, parents, youth, and any other interested persons and groups within
 7 the ~~cities identified in the ADEPT Provider Manual~~ cities and communities to reduce alcohol and other
 8 drug impaired driving and prescription ~~and over the counter~~ drug abuse.

9 D. Period One Performance Measures for Community-Based Impaired Driving Prevention –
 10 CONTRACTOR shall work to achieve the following ~~nineteen (19)~~ nine (9) Performance Measures by
 11 June 30, ~~2013~~ 2015, unless otherwise noted:

12 1. ~~By July 31, 2012, propose and substantiate one (1) new and one (1) alternate city in which~~
 13 ~~to provide impaired driving prevention services.~~

14 ~~2. By August 3, 2012, complete a media campaign plan to specify type, timing and placement~~
 15 ~~of media within each of the four (4) originally selected cities.~~

16 ~~3. Conduct a mass media campaign on law enforcement efforts to reduce alcohol and other~~
 17 ~~drug impaired driving within each of the four (4) originally selected cities.~~

18 ~~4. Participate in a minimum of four (4) driving under the influence enforcement operations~~
 19 ~~within the four (4) originally selected cities, in aggregate, to demonstrate community support for and~~
 20 ~~increase the public visibility of law enforcement efforts to prevent alcohol and other drug impaired~~
 21 ~~driving.~~

22 ~~5. Provide education to at least ~~three~~ two hundred (300) community members within the four~~
 23 ~~(4) originally selected cities, in aggregate, on alcohol and other drug impaired driving.~~

24 ~~200) adults in each of the six (6) selected cities on the risk of impaired driving and perceived~~
 25 ~~likelihood of arrest.~~

26 ~~2. By November 2, 2012, develop an adult Provide education toolkit on impaired driving~~
 27 ~~prevention strategies.~~

28 ~~7. Conduct facilitator trainings with the directors/administrators/teachers of to at least two (2)~~
 29 ~~adult-serving institutions/organizations within hundred (200) adults in each of the four (4) originally six~~
 30 ~~(6) selected cities.~~

31 ~~8. Provide on responsible beverage service training to at least sixty-five (65) persons involved~~
 32 ~~in serving alcoholic beverages within the four (4) originally selected cities, in aggregate social host~~
 33 ~~practices.~~

34 ~~9. Provide responsible beverage service training to at least ~~three~~ forty (40) persons involved~~
 35 ~~in serving alcoholic beverages within each of the six (6) selected cities.~~

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

~~5. 10. Develop a responsible beverage service training toolkit for distribution to In partnership with the community, recognize at least four (4) bartending school instructors and/or managers/owners of one (1) on-sale alcohol establishments establishment that has used evidence-based practices to reduce alcohol and other drug impaired driving within each of the four (4) originally six (6) selected cities, in aggregate.~~

~~11. Secure the written commitment to train staff on responsible beverage service from the owners/managers of at least three (3)~~ 6. Provide technical assistance to at least eight (8) on-sale alcohol establishments within each of the four (4) originally six (6) selected cities, in aggregate, to sustain responsible beverage service practices.

~~7. 12. Secure a letter of commitment with the administrators of the National Bartending School in Orange to incorporate elements of responsible beverage service training into their curriculum.~~

~~13. By September 7, 2012, complete a media campaign plan to specify type, timing and placement of media within each of the three (3) newly selected cities.~~

~~14. Conduct a mass media campaign on law enforcement efforts to reduce alcohol and other drug impaired driving within each of the three (3) newly selected cities.~~

~~15. Conduct at least one (1) media event within each of the three (3) newly selected cities to increase public awareness of law enforcement operations.~~

~~16. Participate in a minimum of six (6) eighteen (18) driving under the influence enforcement operations within the three (3) newly six (6) selected cities, in aggregate, to demonstrate.~~

8. In partnership with the community, recognize at least three (3) law enforcement agencies, in aggregate, that support for and increase the public visibility of law enforcement efforts to prevent alcohol and other drug impaired driving impaired driving prevention within the six (6) selected cities.

~~17. Provide education to at least two hundred (200) four (4) technical assistance sessions to community members within each of the three (3) newly six (6) selected cities on alcohol and other drug impaired driving.~~

~~18. Provide responsible beverage service training to at least fifty (50) persons involved, in serving alcoholic beverages within each of the three (3) newly selected cities aggregate, on strategies to reduce alcohol and other drug impaired driving.~~

~~19. Provide responsible beverage service training to at least four (4) managers/owners of on-sale establishments within each of the three (3) newly selected cities.~~

E. Period One Performance Objectives for Community-Based Impaired Driving Prevention – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~thirteen (13)~~ six (6) Performance Objectives within each of the six (6) selected cities by June 30, ~~2013~~:2015:

1. At least ~~fifty~~ seventy-five percent (50~~75~~%) of ~~licensed drivers surveyed within each of the four (4) originally selected cities~~ adults educated shall ~~report increased community support for law~~

~~enforcement efforts to reduce alcohol and other drug~~ increase knowledge of risk of impaired driving-
from:

#

- a. Alcohol use
- b. Drug (licit/illicit) use
- c. Combined alcohol/drug use

2. At least seventy-five percent (75%) of ~~community members~~ adults educated ~~within each~~ shall increase perception of the ~~four (4) originally selected cities shall report increased knowledge of the~~ likelihood that an alcohol and other drug impaired driving problem ~~driver will be stopped by local police.~~

3. At least seventy-five percent (75%) of ~~community members~~ adults educated ~~within each of the four (4) originally selected cities shall report increased knowledge of effective~~ increase awareness of social host practices that contribute to impaired driving ~~prevention activities.~~

4. At least seventy-five percent (75%) of ~~community members~~ adults ~~educated within each of the four (4) originally selected cities~~ adults shall ~~indicate a willingness to support law enforcement operations designed to reduce alcohol and other drug impaired driving~~ increase skills in responsible social hosting.

5. At least eighty-five percent (85%) of persons trained in responsible beverage service ~~within each of the four (4) originally selected cities~~ shall achieve a passing score on the post-training exam.

6. At least eighty-five percent (85%) of managers/owners trained in responsible beverage service ~~within each of the four (4) originally selected cities~~ shall achieve a passing score on the post-training exam.

~~7. At least thirty percent (30%) of licensed drivers surveyed within each of the three (3) newly selected cities shall report increased awareness of driving under the influence enforcement operations conducted by local police.~~

~~8. At least thirty percent (30%) of licensed drivers surveyed within each of the three (3) newly selected cities shall report increased perception of the likelihood that an alcohol and other drug impaired driver will be stopped by local police.~~

~~9. At least seventy five percent (75%) of community members educated within each of the three (3) newly selected cities shall report increased knowledge of the impaired driving problem.~~

~~10. At least seventy five percent (75%) of community members educated within each of the three (3) newly selected cities shall report increased knowledge of effective impaired driving prevention activities.~~

~~11. At least seventy five percent (75%) of community members educated within each of the three (3) newly selected cities shall indicate a willingness to support law enforcement operations designed to reduce alcohol and other drug drug impaired driving.~~

~~12. At least eighty five percent (85%) of persons trained in responsible beverage service within~~

~~each of the three (3) newly selected cities shall achieve a passing score on the post-training exam.
13. At least eighty five percent (85%) of managers/owners trained in responsible beverage service within each of the three (3) newly selected cities shall achieve a passing score on the post-training exam.~~

F. Period One Supporting Activities for Community-Based Impaired Driving Prevention – CONTRACTOR shall provide the following supporting activities by June 30, ~~2013~~2015:

1. One hundred ~~forty two (142)~~and six (106) community collaborations;
2. ~~Two~~One hundred ~~eighteen (218)~~and seventy-two (172) information disseminations;
3. ~~Fifty two (52)~~Nine (9) media inputs; and
4. ~~Ten (10)~~Twelve (12) trainings.

G. Period One Performance Measures for Prescription ~~and Over the Counter~~ Drug Abuse Prevention – CONTRACTOR shall work to achieve the following ~~seventeen (17)~~nine (9) Performance Measures within the communities of each school district by June 30, ~~2013~~2015, unless otherwise noted:

1. ~~By July 31, 2012, propose and substantiate three (3) new and one (1) alternate city in which to~~By April 30, 2015, provide a prevention intervention to at least two hundred (200) adults/parents on their capacity to influence prescription ~~and over the counter~~ drug abuse ~~prevention services~~and effective preventive actions that can be taken.

~~2. By August 3, 2012, complete a media campaign plan to specify type, timing and placement of media within the four (4) originally selected cities.~~

2. By May 30, 2015, provide at least two (2) reinforcing prevention messages to those who received a prevention intervention.

3. Conduct a ~~mass media campaign~~follow-up assessment with at least fifty percent (50%) of those who received a prevention intervention.

4. Provide education to a minimum of eight hundred (800) youth on the following topics:
- Negative consequences of prescription ~~and over the counter~~ drug abuse ~~prevention within each of the four (4) originally selected cities.~~
 - Refusal/resistance skills

~~4. By March 1, 2013, provide~~Provide education to a minimum of one hundred (100) ~~adults within the four (4) originally selected cities, in aggregate, on~~ school staff per district on youth development principles as a strategy for preventing prescription ~~and over the counter~~ drug abuse among youth.

~~5. By November 2, 2012, develop an adult~~Provide education ~~toolkit~~to a minimum of twenty-five (25) community youth leaders on youth development principles as a strategy for preventing prescription ~~and over the counter~~ drug abuse ~~prevention strategies.~~

~~6. Conduct facilitator trainings~~Collaborate with ~~the directors/administrators of at least~~ a minimum of two (2)

~~adult schools and/or youth serving institutions/organizations within each of the four (4) originally selected cities to develop a plan to sustain youth development practices.~~

~~8. ~~7. Provide education Outreach to a minimum of six hundred (600) youth within the four (4) originally selected cities, in aggregate, on prescription and over the counter drug abuse.~~~~

~~8. By November 2, 2012, develop a youth education toolkit on prescription and over the counter drug abuse prevention strategies.~~

~~9. Conduct facilitator trainings with directors/leaders/administrators of at least two (2) youth-serving institutions/organizations within each of the four (4) originally selected cities.~~

~~ten (10. By March 1, 2013, provide education to a minimum of fifty (50) health professionals in the city of Anaheim on the adverse consequences of prescription and over the counter drug abuse.~~

~~11. By April 30, 2013, provide at least two (2) reinforcing prevention messages to the health professionals educated in the city of Anaheim on methods care sites on actions they can take to reduce access to prescription and over the counter drug abuse among youth drugs.~~

~~12. By September 7, 2012, complete a media campaign plan to specify type, timing and placement of media within the three (3) newly selected cities.~~

~~13. Conduct a mass media campaign on prescription and over the counter drug abuse 9. Coordinate at least four (4) youth-led community prevention within each of the three (3) newly selected cities.~~

~~14. By March 1, 2013, provide education to a minimum of eighty (80) adults within each of the three (3) newly selected cities on prescription and over the counter drug abuse among youth.~~

~~15. Provide education to a minimum of two hundred (200) youth within each of the three (3) newly selected cities on prescription and over the counter drug abuse.~~

~~# activities designed 16. By March 1, 2013, provide education to a minimum of fifty (50) health professionals within each of the three (3) newly selected cities on adverse consequences of prescription and over the counter drug abuse among youth.~~

~~17. By April 30, 2013, provide at least two (2) reinforcing prevention messages to those health professionals previously educated within each of the three (3) newly selected cities on methods to reduce access to prescription and over the counter drug abuse among youth drugs~~

H. Period One Performance Objectives for Prescription and Over the Counter Drug Abuse Prevention – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~twenty (20)~~ ten (10) Performance Objectives within the communities of each school district by June 30, ~~2013~~ 2015, unless otherwise noted:

~~1. At least fifty percent (50%) of adults surveyed within each of the four (4) originally selected cities shall report increased awareness of the prevalence of prescription and over the counter drug abuse among youth.~~

~~2. At least fifty percent (50%) of adults surveyed within each of the four (4) originally~~

~~selected cities shall report increased awareness of the adverse consequences of prescription and over the counter drug abuse among youth.~~

~~3. At least fifty percent (50%) of adults surveyed within each of the four (4) originally selected cities shall recognize action they can take to prevent prescription and over the counter drug abuse among youth.~~

~~4. By March 1, 2013~~ April 30, 2015, at least seventy-five percent (75%) of adults ~~educated within each of the four (4) originally selected cities~~ parents who received a prevention intervention shall report increased ~~awareness of the problems~~ self-efficacy in contributing to the prevention of prescription and over the counter drug abuse among youth.

~~5. By March 1, 2013~~ April 30, 2015, at least seventy-five percent (75%) of adults ~~educated within each of the four (4) originally selected cities~~ parents who received a prevention intervention shall report increased knowledge of ~~the adverse consequences of~~ effective actions they can take to prevent prescription and over the counter drug abuse among youth.

~~3. By May 30, 2015,~~ ~~6. At least fifty (50) adults educated within the four (4) originally selected cities, in aggregate, shall report having taken~~ at least ~~one (1)~~ seventy-five percent (75%) of adults/parents who received a prevention intervention shall report increased willingness to take action to ~~reduce~~ prevent prescription and over the counter drug abuse ~~as indicated by.~~

4. At least fifty percent (50%) of adults/parents who received a prevention intervention and completed a follow-up assessment shall report having taken action to prevent prescription drug abuse.

~~7.~~ 5. At least seventy-five percent (75%) of youth educated shall report increased knowledge of the negative consequences of prescription drug abuse.

6. At least seventy-five percent (75%) of youth educated ~~within each of the four (4) originally selected cities shall report that prescription and over the counter drugs are not safer than street drugs~~ shall demonstrate their ability to use refusal/resistance skills.

7. At least seventy-five percent (75%) of youth school staff educated ~~within each of the four (4) originally selected cities~~ shall report increased knowledge of ~~the adverse consequences of~~ prescription and over the counter drug abuse youth development principles.

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

~~9. By March 1, 2013, at least seventy five percent (75 %) of health professionals educated in the city of Anaheim shall report increased knowledge of the adverse consequences of prescription and over the counter drug abuse among youth.~~

#

~~10. At least twenty five (25) of the health professionals educated in the city of Anaheim shall report having taken at least one (1) action to reduce prescription and over the counter drug abuse among youth as indicated by a follow up assessment.~~

~~11. At least thirty percent (30%) of adults surveyed within each of the three (3) newly selected~~

~~cities shall report increased awareness of the prevalence of prescription and over the counter drug abuse among youth.~~

~~12. At least thirty percent (30%) of adults surveyed within each of the three (3) newly selected cities shall report increased awareness of the adverse consequences of prescription and over the counter drug abuse among youth.~~

~~13. At least thirty percent (30%) of adults surveyed within each of the three (3) newly selected cities shall recognize action they can take to prevent prescription and over the counter drug abuse among youth.~~

~~14. By March 1, 2013, at least seventy five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased awareness of the problems of prescription and over the counter drug abuse among youth.~~

~~15. By March 1, 2013, at least seventy five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased knowledge of the adverse consequences of prescription and over the counter drug abuse among youth.~~

~~16. At least forty (40) adults educated within each of the three (3) newly selected cities shall report having taken at least one (1) action to reduce prescription and over the counter drug abuse as indicated by a follow up assessment.~~

~~17. At least seventy-five percent (75%) of community youth leaders educated ~~within each of the three (3) newly selected cities~~ shall report ~~that prescription and over the counter drugs are not safer than street drugs~~ increased knowledge of youth development principles.~~

~~18//~~

~~10. At least seventy-five percent (75%) of community youth leaders educated ~~within each of the three (3) newly selected cities~~ shall ~~report increased knowledge of the adverse consequences of prescription~~ _____ ~~and over the counter drug abuse.~~~~

~~19. By March 1, 2013, at least seventy five percent (75%) of health professionals educated within each of the three (3) newly selected cities shall report increased knowledge of the adverse consequences of prescription and over the counter drug abuse among indicate their willingness to apply youth development practices within their organizations.~~

~~20. At least twenty five (25) health professionals educated within each of the three (3) newly selected cities shall report having taken at least one (1) action to reduce prescription and over the counter drug abuse among youth as indicated by a follow up assessment.~~

I. Period One Supporting Activities for Prescription ~~and Over the Counter~~ Drug Abuse Prevention – CONTRACTOR shall provide the following supporting activities by June 30, ~~2013~~ 2015:

1. Twelve (12) media inputs

2. One hundred ~~seventy five (175)~~ and ten (110) community collaborations;

3. ~~Two One~~ Two ~~One~~ One hundred ~~seven (207)~~ and two (102) information disseminations; ~~and an~~

1 4. Eight (8) trainings

2 ~~3. Thirty seven (37) media inputs.~~

3 J. Period Two Performance Measures for Community-Based Impaired Driving Prevention –
4 CONTRACTOR shall work to achieve the following ~~twelve (12)~~nine (9) Performance Measures by
5 June 30, ~~2014~~2016, unless otherwise noted:

6 1. Provide ~~technical assistance to at least four (4) on-sale alcohol establishments who made a~~
7 ~~commitment to train staff on responsible beverage service in FY 2012-13.~~

8 ~~2. By September 6, 2013, complete a media campaign plan to specify type, timing~~ education
9 to at least two hundred and placement of media within twenty-five (25) adults in each of the ~~three (3)~~
10 ~~newly~~six (6) selected cities:

11 ~~3. Conduct a mass media campaign on law enforcement efforts to reduce alcohol and other~~
12 ~~drug on the risk of impaired driving within each of the three (3) newly selected cities and perceived~~
13 ~~likelihood of arrest.~~

14 ~~4. Conduct at least two (2) media events within each of the three (3) newly selected cities to~~
15 ~~increase public awareness of law enforcement operations.~~

16 ~~2. 5. Participate in a minimum of nine (9) driving under the influence enforcement~~
17 ~~operations within the three (3) newly selected cities, in aggregate, to demonstrate community support for~~
18 ~~and increase the public visibility of law enforcement efforts to prevent alcohol and other drug impaired~~
19 ~~driving.~~

20 ~~6. Provide education to at least two hundred (200) community members within and twenty-five~~
21 ~~(225) adults in each of the three (3) newly~~six (6) selected cities on ~~alcohol and other drug impaired~~
22 ~~driving~~responsible social host practices.

23 ~~7. Conduct facilitator trainings with directors/administrators/teachers of at least two (2)~~
24 ~~adult-serving institution/organizations within each of the three (3) newly selected cities.~~

25 ~~8 3. Provide responsible beverage service training to at least seventy five (75)~~sixty (60)
26 persons involved in serving alcoholic beverages within each of the ~~three (3) newly~~six (6) selected cities.

27 ~~9 4. Provide responsible beverage service training to at least four (4)~~ten (10) managers/owners of
28 on-sale alcohol establishments within each of the ~~three (3) newly~~six (6) selected cities.

29 ~~10. Secure the written commitment to train staff on responsible beverage service from the~~
30 ~~owners/managers of at least three (3) on-sale establishments within each of the three (3) newly selected~~
31 ~~cities.~~

32 ~~11. Conduct one (1) media event within each of the three (3) newly selected cities to~~

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

36 6. Provide technical assistance to at least sixteen (16) on-sale alcohol establishments within
37 the six (6) selected cities, in aggregate, to sustain responsible beverage service practices.

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

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

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

~~12. By June 30, 2014, submit a report summarizing responsible beverage service trainings conducted over the five-year period (FYs 2009–2014).~~

K. Period Two Performance Objectives for Community-Based Impaired Driving Prevention – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ~~seven (7)~~ six (6) Performance Objectives within each of the six (6) selected cities by June 30, ~~2014~~2016:

1. At least ~~fifty~~seventy-five percent (~~50~~75%) of ~~licensed drivers surveyed within each of the three (3) newly selected cities~~adults educated shall ~~report increased awareness~~increase knowledge of risk of impaired driving ~~under the influence enforcement operations conducted by local police~~from:

- a. Alcohol use
- b. Drug (licit/illicit) use
- c. Combined alcohol/drug use

2. At least ~~fifty~~seventy-five percent (~~50~~75%) of ~~licensed drivers surveyed within each of the three~~ ~~newly selected cities~~adults educated shall ~~report increased~~increase perception of the likelihood that an alcohol- and other drug- impaired driver will be stopped by local police.

3. At least seventy-five percent (75%) of ~~community members~~adults educated ~~within each of the three (3) newly selected cities~~ shall ~~report increased knowledge of the~~increase awareness of social host practices that contribute to impaired driving ~~problem~~.

4. At least seventy-five percent (75%) of ~~community members educated within each of the three (3) newly selected cities~~adults educated shall ~~report increased knowledge of effective impaired driving prevention activities~~increase skills in responsible social hosting.

5. At least ~~seventy five percent (75%) of community members educated within each of the three (3) newly selected cities~~ shall ~~indicate a willingness to support law enforcement operations designed to reduce alcohol and other drug impaired driving~~.

~~6. At least eighty-five percent (85%) of persons trained in responsible beverage service within each of the three (3) newly selected cities shall achieve a passing score on the post-training exam.~~

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

~~7. At least eighty five percent (85%) of managers/owners of on-sale establishments trained in~~

~~responsible beverage service within each of the three (3) newly selected cities shall achieve a passing score on the post training exam.~~

L. Period Two Supporting Activities for Community-Based Impaired Driving Prevention – By June 30, ~~2014~~2016, provide the following supporting activities:

- 1. One hundred ~~(100)~~ and forty-six (146) community collaborations;
- 2. ~~One~~Two hundred ~~eight~~and thirty-four (~~184~~234) information disseminations;
- 3. ~~Thirty six (36)~~Sixteen (16) media inputs; and
- 4. ~~Nine (9)~~Eighteen (18) trainings.

M. Period Two Performance Measures for Prescription ~~and Over the Counter~~ Drug Abuse Prevention – CONTRACTOR shall work to achieve the following ~~ten (10)~~nine (9) Performance Measures within the communities of each school district by June 30, ~~2014, unless otherwise noted~~2016:

1. By ~~August 2, 2013, complete a media campaign plan to specify type, timing and placement of media within the three (3) newly selected cities.~~

~~2. Conduct a mass media campaign on~~ April 30, 2016, provide a prevention intervention to at least two hundred (200) adults/parents on their capacity to influence prescription ~~and over the counter~~ drug abuse ~~prevention within each of the three (3) newly selected cities~~and effective preventive actions that can be taken.

2. By May 30, 2016, provide at least two (2) reinforcing prevention messages to those who received a prevention intervention.

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

4. ~~3. By February 28, 2014, provide~~ Provide education to a minimum of ~~three hundred (300) adults within each of the three (3) newly selected cities~~eight hundred (800) youth on the following topics:

a. Negative consequences of prescription ~~and over the counter~~ drug abuse among youth.

~~4. Provide at least six (6) technical assistance sessions to directors/administrators of adult-serving institutions/organizations in the four (4) originally selected cities, in aggregate, that were trained in FY 2012-13.~~

b. Refusal/resistance skills

5. ~~Conduct facilitator training with the directors/administrators of at least two (2) adult-serving institutions/organizations within each of the three (3) newly selected cities.~~

~~6. Provide education to a minimum of four~~one hundred (400)100 school staff per district on youth ~~within each of the three (3) newly selected cities on~~ development principles as a strategy for preventing prescription ~~and over the counter~~ drug abuse.

~~7. 6. Provide at least six (6) technical assistance sessions with directors/leaders/administrators from youth-serving institutions/organizations in the four (4) originally selected cities, in aggregate, that were trained in FY 2012-13.~~

~~8. Conduct facilitator trainings with the directors/leaders/administrators of at least two (2) youth serving institutions/organizations within each of the three (3) newly selected cities.~~

~~9. By February 28, 2014, provide education to a minimum of one hundred fifty (150) health professionals within the three (3) newly selected cities, in aggregate, twenty-five (25) community youth leaders on the adverse consequences of youth development principles as a strategy for preventing prescription and over the counter drug abuse among youth.~~

~~7. 10. By April 30, 2014, provide at least two (2) reinforcing prevention messages to those health professionals previously educated within the three (3) newly selected cities on methods to reduce prescription and over the counter drug abuse among youth.~~

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

8. Outreach to ten (10) health care sites on actions they can take to reduce access to prescription drugs.

9. Coordinate at least four (4) youth-led community prevention activities designed to reduce access to prescription drugs.

N. Period Two Performance Objectives for Prescription and Over the Counter Drug Abuse Prevention – CONTRACTOR shall complete the detailed activities specified in the ADEPT Provider Manual and work to achieve the following ten (10) Performance Objectives within the communities of each school district by June 30, ~~2014~~2016, unless otherwise noted:

1. ~~At~~By April 30, 2016, at least ~~fifty~~seventy-five percent (~~50~~75%) of adults ~~surveyed within each of the three (3) newly selected cities~~parents who received a prevention intervention shall report increased ~~awareness of the prevalence~~self-efficacy in contributing to the prevention of prescription ~~and over the counter~~ drug abuse among youth.

2. ~~At~~By April 30, 2016, at least ~~fifty~~seventy-five percent (~~50%~~75%) of adults ~~surveyed within each of the three (3) newly selected cities~~ shall report increased ~~awareness of the adverse consequences of prescription and over the counter abuse among youth.~~

~~3. At least fifty percent (50%) of adults surveyed within each of the three (3) newly selected cities shall recognize action~~parents who received a prevention intervention shall report increased knowledge of effective actions they can take to prevent prescription ~~and over the counter~~drug abuse among youth.

~~4. By February 28, 2014~~April 30, 2016, at least seventy-five percent (75%) of adults ~~educated within each of the three (3) newly selected cities~~parents who received a prevention intervention shall report increased ~~awareness of the problems of~~willingness to take action to prevent prescription ~~and over the counter~~ drug abuse among youth.

~~4 5. By February 28, 2014, at least seventy five percent (75%) of adults educated within each of the three (3) newly selected cities shall report increased knowledge of the adverse~~

~~consequences of prescription and over the counter drug abuse among youth.~~

~~6. At least one hundred fifty (150) adults educated within each of the three (3) newly selected cities~~ percent (50%) of adults/parents who received a prevention intervention shall report having taken ~~at least one (1) action to reduce prevent prescription and over the counter drug abuse among youth as indicated by a follow up assessment.~~

~~7. 5. At least seventy-five percent (75%) of youth educated within each of the three (3) newly selected cities shall report that~~ increased knowledge of the negative consequences of prescription ~~and over the counter drugs are not safer than street drugs~~ drug abuse.

~~8. 6. At least seventy-five percent (75%) of youth educated within each of the three (3) newly selected cities shall demonstrate their ability to use refusal/resistance skills.~~

~~7. At least seventy-five percent (75%) of school staff educated shall report increased knowledge of the adverse consequences of prescription and over the counter drug abuse~~ youth development principles.

~~9. By February 28, 2014, at~~ ~~8. At~~ At least seventy-five percent (75%) of ~~health professionals~~ school staff educated shall indicate their willingness to apply youth development practices within their schools.

~~9. each~~ At least seventy-five percent (75%) of ~~the three (3) newly selected cities~~ community youth leaders educated shall report increased knowledge of ~~the adverse consequences~~ youth development principles.

~~10. At least seventy-five percent (75%) of prescription and over the counter drug abuse among youth~~ community youth leaders educated shall indicate their willingness to apply youth development practices within their organizations.

~~10. At least seventy-five (75) health professionals educated within the three (3) newly selected cities, in aggregate, shall report having taken at least one (1) action to reduce prescription and over the counter drug abuse among youth as indicated by a follow up assessment.~~

O. Period Two Supporting Activities for Prescription and Over the Counter Drug Abuse Prevention – By June 30, ~~2014~~2016, provide the following supporting activities:

- ~~1. Eighteen (18) media inputs~~
- ~~2. One hundred thirty-five (135) and eighteen (118) community collaborations;~~
- ~~2. One hundred thirty eight (138)~~ 3. One Hundred and ten (110) information disseminations; and
- ~~3. Twenty seven (27) media inputs.~~

~~P. Impact Indicators~~ For purposes of tracking the long term impact of the prevention projects implemented in the original and newly selected cities as identified in Section V. D. 1. and D.2. above, ~~CONTRACTOR shall obtain data on the following impact indicators and include this data in each Fourth Quarter/Year End Report:~~

- ~~1. Community Based Impaired Driving Prevention: Alcohol/drug related crashes as reported~~

1 ~~by local law enforcement for calendar years 2012 and 2013;~~

2 ~~2. Prescription and Over the Counter Drug Abuse Prevention: Prevalence of lifetime use of~~
 3 ~~prescription painkillers without doctor's orders in grades 9 and 11, as reported in the California Healthy~~
 4 ~~Kids Survey district level data for school years 2011-2012.~~

5 ~~Q~~ 4. Ten (10) trainings

6 P. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
 7 quantities and due dates identified within the performance measures, performance objectives, and
 8 supporting activities described in Subparagraphs D through O above.

9 ~~R~~Q. Action Plan – CONTRACTOR shall submit to ADMINISTRATOR a Period One preliminary
 10 Action Plan ~~by July 31, 2012 and a final Action Plan~~ for each project by August ~~17, 2012~~ 1, 2014 and a
 11 final Action Plan by August 15, 2014; and for Period Two, a preliminary Action Plan by July 31,
 12 ~~2013~~ 2015 and a final Action Plan by August ~~16, 2013~~ 14, 2015. Each Action Plan shall clearly describe
 13 the activities to be implemented to achieve the performance measures and performance objectives.
 14 CONTRACTOR shall identify evaluation tools to be developed, evaluation timelines, and the steps
 15 necessary to compile and analyze the results. CONTRACTOR shall use the Action Plan format provided
 16 by ADMINISTRATOR. CONTRACTOR may modify each Action Plan with ADMINISTRATOR's
 17 prior written approval.

18 ~~S~~R. Evaluation – CONTRACTOR shall conduct a systematic and comprehensive evaluation each
 19 Period to determine levels of effectiveness and success in accomplishing supporting activities and
 20 #
 21 campaigns, and in achieving the performance measures and performance objectives described in
 22 Subparagraph D., E., G., H., J., K., M. and N. above.

23 1. CONTRACTOR and CONTRACTOR's project evaluator shall participate in an evaluation
 24 planning meeting with ADMINISTRATOR each Period prior to developing an Evaluation Plan.

25 2. CONTRACTOR shall submit to ADMINISTRATOR ~~a~~-detailed and thorough Evaluation
 26 ~~Plan~~ Plans that ~~identifies~~ identify at a minimum:

- 27 a. the proposed evaluator, including qualifications;
- 28 b. how staff time will be tracked, if program staff are to be used for the evaluation;
- 29 c. the method(s) to be used for evaluating the outcomes achieved for each performance
 30 objective and performance measure;
- 31 d. how data will be collected, including the number and characteristics of participants
 32 from whom data will be collected (sampling methods) and a description of the data-collection
 33 instruments;
- 34 e. how the evaluation process is to be conceptually and procedurally integrated within the
 35 services provided under this Agreement;
- 36 f. how the evaluation results will be used to make recommendations for improving
 37 prevention efforts related to each performance objective and performance measure; and

1 g. how archival data for assessing the specified long-term impact indicator will be secured
2 and reported.

3 3. CONTRACTOR shall submit a Period One preliminary Evaluation Plan for each project to
4 ADMINISTRATOR by ~~July 31, 2012~~ August 1, 2014, and a final Evaluation Plan by August ~~17,~~
5 ~~2012~~ 15, 2014; and for Period Two a preliminary Evaluation Plan by July 31, ~~2013~~ 2015 and a final
6 Evaluation Plan by August ~~16, 2013~~ 14, 2015.

7 //
8 //
9 4. CONTRACTOR's Evaluation ~~Plan~~ Plans must be approved, in writing, by
10 ADMINISTRATOR prior to implementation of evaluation efforts. CONTRACTOR shall obtain written
11 consent of 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 ~~FS.~~ Meetings

15 1. Monthly Strategic Meeting – CONTRACTOR and ADMINISTRATOR shall meet once a
16 month on each project to discuss project status, share information, clarify issues, and strategize for
17 optimal prevention 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. ~~Quarterly~~ Provider Meeting – At a minimum, CONTRACTOR's Program Director or
22 Program Supervisor shall attend each of the ~~four (4) quarterly~~ provider meetings per Period held by
23 ADMINISTRATOR for the purpose of networking, learning, and sharing. Dates for ~~quarterly~~ provider
24 meetings shall be determined by ADMINISTRATOR and communicated to CONTRACTOR at least
25 one (1) month in advance of each meeting. ADMINISTRATOR may approve a substitution for the
26 Program Director or Program Supervisor in the event one or both of them are unable to attend.

27 ~~UT.~~ 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 ~~VU.~~ 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 trainings 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, ~~or the development of educational or training materials, media~~
35 ~~content, and any reports written for audiences other than ADEPT.~~

36 3. CONTRACTOR shall request required approvals on a form approved or provided by
37 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond

1 to the request. Requests shall be in support of the performance objectives and performance measures
 2 identified in Subparagraphs V.D. through V.O. of this Exhibit A to the Agreement. Approvals of
 3 requests are subject to county, state and federal funding guidelines and regulations.

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

10 ~~X~~W. Patents and Copyright Material

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

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

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

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

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

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

37 ~~Y~~X. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate

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

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

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

15
16 **VI. STAFFING**

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

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

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

25 #

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

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

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

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

35 D. Separate from the Code of Conduct specified in the Compliance Paragraph of the Agreement,
36 CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors, volunteers,
37 interns, and the Board of Directors which shall include, but not be limited to, standards related to the use

1 of drugs and/or alcohol; staff-participant relationships; prohibition of sexual conduct with participants;
 2 and conflict of interest. Prior to providing any services pursuant to this Agreement, all employees,
 3 subcontractors, volunteers, interns, and the Board of Directors shall agree in writing to maintain the
 4 standards set forth in the Code of Conduct.

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

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

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26 G. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in
 27 Full-Time Equivalents (FTEs), which shall be equal to an average of forty (40) hours of work per week:
 28

<u>PERIOD ONE</u>	<u>Impaired Driving</u> FTEs	<u>Prescription and</u> <u>OTC Drug Abuse</u> FTEs	<u>Total</u> FTEs
ADMINISTRATIVE STAFF			
Accounting Manager	0.0506	0.0500	0.1006
Accounting Specialist	0.2515	0.2015	0.4530
Executive Assistant	0.05	0.05	0.10
Executive Director	0.04	0.04	0.08
Finance Director	0.00	0.0605	0.0605

EXHIBIT A

1	Human Resources Director	0.02	0.00	0.02
2	Office Specialist	0.10 0.05	0.10 0.05	0.20 0.10
3	SUBTOTAL ADMINISTRATIVE FTEs	0.51 0.35	0.50 0.34	1.01 0.69
4				
5	PROGRAM STAFF			
6	Health Educator	3.00 2.40	3.00 2.60	6.00 5.00
7	Program Director	0.30 0.22	0.35 0.30	0.65 0.52
8	Program Supervisor	0.80	0.75 0.58	1.55 0.38
9	SUBTOTAL PROGRAM FTEs	4.10 3.42	4.10 3.48	8.20 6.90
10				
11	TOTAL FTEs	4.61 3.77	4.60 3.82	9.21 7.59

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26			Prescription and	
27	<u>PERIOD TWO</u>	<u>Impaired Driving</u>	<u>OTC Drug Abuse</u>	<u>Total</u>
28		<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
29	ADMINISTRATIVE STAFF			
30	Accounting Manager	0.05 0.06	0.05 0.00	0.10 0.06
31	Accounting Specialist	0.25 0.15	0.20 0.15	0.45 0.30
32	Executive Assistant	0.05	0.05	0.10
33	Executive Director	0.04	0.04	0.08
34	Finance Director	0.00	0.06 0.05	0.06 0.05
35	Human Resources Director	0.02	0.00	0.02
36	Office Specialist	0.10 0.05	0.10 0.05	0.20 0.10
37	SUBTOTAL ADMINISTRATIVE FTEs	0.51 0.35	0.50 0.34	1.01 0.69

EXHIBIT A

<u>1</u>				
<u>2</u>	PROGRAM STAFF			
<u>3</u>	Health Educator	3.00 2.40	3.00 2.60	6.50 5.00
<u>4</u>	Program Director	0.30 0.22	0.35 0.30	0.65 0.52
<u>5</u>	Program Supervisor	0.80	0.75 0.58	1.55 1.38
<u>6</u>	SUBTOTAL PROGRAM FTEs	4.10 3.42	4.10 3.48	8.20 6.90
<u>7</u>				
<u>8</u>	TOTAL FTEs	4.61 3.77	4.60 3.82	9.21 7.59
<u>9</u>				

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

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

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

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

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

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