

**CONTRACT NO. MA-042-22010808**

**FOR**

**SUBSTANCE-USE DISORDER TRAINING  
AND EDUCATION PROGRAM**

**BETWEEN**

**COUNTY OF ORANGE  
(HEALTH CARE AGENCY)**

**AND**

**HAZELDEN BETTY FORD FOUNDATION**



County of Orange, Health Care Agency  
Contractor: Hazelden Betty Ford Foundation

Folder #: 042-1488363-JFC-SS  
Contract #: MA-042-22010808

**Page No.**

**TABLE OF CONTENTS**

Table of Contents..... 2

Recitals..... 3

**ARTICLES**

General Terms and Conditions (A – CC)..... 4

Additional Terms and Conditions (1 – 31)..... 12

Signature Page ..... 20

**ATTACHMENTS**

Attachment A - Scope of Work..... 21

Attachment B – Compensation and Invoicing ..... 27

Attachment C – Budget..... 30

CONTRACT MA-042-22010808  
FOR  
SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM  
WITH  
HAZELDEN BETTY FORD FOUNDATION

This Contract Number MA-042-22010808 ("Contract") is made and entered into this 1st day of March, 2022 ("Effective Date") between Hazelden Betty Ford Foundation ("Contractor"), with a place of business at 15251 Pleasant Valley Road, Center City, MN 55012, and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W 5<sup>th</sup> Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract and constitute a part of this Contract:

Attachment A – Scope of Work  
Attachment B – Compensation and Invoicing  
Attachment C – Budget

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Substance-Use Disorder Training and Education Program under a negotiated rate Contract; and

**WHEREAS**, Contractor agrees to provide Substance-Use Disorder Training and Education Program as further set forth in the Scope of Work, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in the Compensation and Invoicing and the Budget, attached hereto as Attachments B and C; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties, agreements, or undertakings other than those set forth or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, are not valid or binding on County unless authorized by County in writing in an amendment to this Contract.
- C. **Amendments:** Except as expressly provided herein, no changes, modifications or amendments to the terms and conditions of this Contract are valid or binding on County unless made in writing and signed by the duly authorized representative of the Parties. No other act, document, usage, or custom shall be deemed to change, modify, or amend this Contract. Nor shall any oral understanding or agreement not incorporated herein be binding on either party.
- D. **Taxes:** Unless otherwise provided herein or by law, the price stated in Attachments B and C does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance in accordance with the requirements in Attachment B, Compensation and Invoicing.

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Contractor: Hazelden Betty Ford Foundation

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- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this Contract constitutes an agreement by Contractor to indemnify, defend and hold County and County Indemnitees, as more fully described in Paragraph Z, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies are in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor is solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. In accordance with the more specific requirement contained in Paragraph Z, Contractor shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, costs, expenses and attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without County's express prior written approval. Contractor must provide County no less than sixty (60) calendar days written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without County's express prior written approval shall be void and invalid and shall constitute a material breach of this Contract pursuant to which County may immediately terminate this Contract for cause pursuant to Paragraph K. Termination.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause is defined to include, but not be limited to, any material breach of contract and any misrepresentation or fraud on the part of Contractor. County's decision to exercise its right to terminate the Contract shall relieve County of all further obligation. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligations, and conditions, that

by their express terms or nature and context are intended to survive the expiration or earlier termination of this Contract, survive any expiration or earlier termination of this Contract.

- L. **Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be considered as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. No course of dealing by either Party in exercising its rights shall constitute a waiver or excuse for breach of a term or provision of this Contract.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor warrants all work under this Contract and shall take all necessary steps and precautions to perform the work to County's satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies; and shall, at Contractor's sole expense, obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, Contractor must purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor must keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be

approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract for cause pursuant to Paragraph K. Termination.

### **Qualified Insurer**

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

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

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

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



**Required Coverage Forms**

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

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.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

If Contractor's Professional Liability, are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

Insurance certificates should be forwarded to the department address listed in Paragraph 16, Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the department purchasing division, the Contract may be terminated for cause pursuant to Paragraph K. Termination.



County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract, which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

P. **Changes:** Contractor shall make no changes in the work set forth in Attachment A, Scope of Work, or perform any additional work without County's express prior written approval via an amendment.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to County's satisfaction. If County does not provide such consent, County reserves the right to immediately terminate the Contract without penalty upon the change or transfer in ownership of Contractor.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the Contract term. While Contractor is required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such a delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more. No Force Majeure event excuses Contractor's other obligations under this Contract.
- S. **Confidentiality:** All County and County-related records and information shall be deemed confidential and kept confidential by Contractor. Contractor shall maintain the confidentiality of such records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Contractor shall not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, such records and information to third parties other than employees, agents, or subcontractors who require the records and information for performance of this Contract and shall not use such records and information for any purpose other than performance of this Contract.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph Z, Contractor shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such term, covenant, condition or provision will be deemed stricken and the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear its own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law

(including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** Contractor warrants that it is and shall remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor must 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 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 Contract. 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.
- AA. **Audits/Inspections:** Contractor must permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor must maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor must include a similar right to County to audit records and interview staff in any subcontract related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the DPA.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify the DPA in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs is executed.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which Contractor shall provide Substance-Use Disorder Training and Education Program to County as further detailed in the Scope of Work, which is incorporated herein by this reference as "Attachment A" and constitutes a part of this Contract.
2. **Term of Contract:** This Contract shall be effective March 1, 2022 through and including June 30, 2025, unless otherwise terminated by County. This Contract is non-renewable.
3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
  - a) Terminate the Contract immediately for cause pursuant to Paragraph K. Termination;
  - b) Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
  - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.

Any references to specific breaches being material breaches within this Contract shall not be construed to mean that other breaches are not material.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations and executive orders prohibiting discrimination, including

on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

5. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
6. **Contractor’s Project Manager:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. Contractor’s Project Manager is subject to approval by County and shall not be changed without the express prior written approval of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager must be assigned to this Contract for the duration of the Contract and must diligently pursue all work and services to meet Contract time lines. County’s Project Manager has the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

7. **Contractor’s Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county requires express prior written approval from the DPA.
8. **Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
9. **Data – Title To:** All pre-existing works and materials provided or used by Contractor in the performance of services under this Agreement, including any modifications or improvements made thereto before performance of services, whether made by Contractor or any other party, (collectively, “Contractor Works”) shall be and remain the exclusive property of Contractor and/or its licensors. All new works and materials prepared by Contractor specifically as part of and for use in connection with the performance of services hereunder, whether prepared solely by Contractor or jointly by Contractor and County or any other party, (collectively, “New Works”) shall be and remain the exclusive property of Contractor, provided that Contractor hereby grants County an irrevocable, royalty-free, non-exclusive, perpetual license to use, reproduce, publish, display, perform, modify and



create derivative works from such New Works (including any Contractor Works contained therein) solely for internal purposes. County shall not reproduce, publish, display, perform, modify, create derivative works from or otherwise use or authorize, permit or enable any employee, contractor, licensee or other party under the control of County to reproduce, publish, display, perform, modify, create derivative works from or otherwise use any New Works for any commercial purpose.

10. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
11. **Disputes – Contract:**
- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor’s Project Manager and County’s Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
1. Contractor shall submit to the DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
  2. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.
- C. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the DPA or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as affecting County’s right to terminate the Contract for cause or for convenience as provided in Paragraph K. Termination.
12. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying



actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The organization's policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation and employee assistance programs; and
- d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

- a. Will receive a copy of the company's drug-free policy statement; and
- b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or
  2. Contractor violates the certification by failing to carry out the requirements as noted above.
13. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachments B and C shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
14. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor must comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor must comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

15. **News/Information Release:** Contractor must not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract. Contractor must first obtain review and express prior written approval of said news releases from County through the DPA.
16. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor            Name:            Hazelden Betty Ford Foundation  
    Attention:        James Blaha, Vice President, CFO& CAO  
    Address:         15251 Pleasant Valley Road  
                       Center City, MN 55012  
    Telephone:      (651) 213-4539  
    Email:           [jblaha@hazeldenbettyford.org](mailto:jblaha@hazeldenbettyford.org)

With CC:                    Name:            Hazelden Betty Ford Foundation  
    Attention:        General Counsel  
    Address:         15251 Pleasant Valley Road  
                       Center City, MN 55012  
    Telephone:      (651) 213-4300  
    E-mail:           [LegalDepartment@hazeldenbettyford.org](mailto:LegalDepartment@hazeldenbettyford.org)

For County:                Name:            County of Orange HCA/Procurement and Contract

County of Orange, Health Care Agency  
 Contractor: Hazelden Betty Ford Foundation

Folder #: 042-1488363-JFC-SS  
 Contract #: MA-042-22010808

Services  
 Attention: Amanda N. Calderon  
 Address: 405 W 5<sup>th</sup> Street, Suite 600  
 Santa Ana, CA 92701  
 Telephone: (714) 834-6558  
 E-mail: [AmCalderon@ochca.com](mailto:AmCalderon@ochca.com)

With CC: Name: County of Orange HCA/Adult and Older Adult  
 Services  
 Attention: Glenda Aguilar  
 Address: 405 W. 5<sup>th</sup> Street Ste. 354  
 Santa Ana CA 92701  
 Telephone: (714) 834-5740  
 E-mail: [GAguilar@ochca.com](mailto:GAguilar@ochca.com)

With CC: Name: County of Orange HCA/Adult and Older Adult  
 Services  
 Attention: Leticia Luna-Pinto  
 Address: 405 W. 5<sup>th</sup> Street Ste. 354  
 Santa Ana CA 92701  
 Telephone: (714) 480-6612  
 E-mail: [LLuna-Pinto@ochca.com](mailto:LLuna-Pinto@ochca.com)

17. **Precedence:** The Contract documents consist of this Contract and its Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the Attachments.
18. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
19. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.
20. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this

Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
  - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
  - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
21. **Debarment:** Contractor certifies in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. County has the right to terminate this Contract if Contractor is the subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
22. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
23. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
24. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
25. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
26. **Contractor Employees - Reference Check:** Contractor warrants that all Contractor employees engaged in the performance of work under this Contract possess sufficient experience and education to perform the services requested by County and have satisfactory past work records indicating their ability to adequately perform the services under this Contract. All such Contractor employees must meet character standards as demonstrated by background investigation and reference checks, coordinated by the department issuing this Contract. County expressly retains the right to have any Contractor employee removed from performing services under this Contract. Contractor shall

effectuate the removal of the specified Contractor employee from providing any services to County under this Contract within one (1) business day of notification by County. County is not required to provide any reason, rationale or factual information if it elects to request any specific Contractor employee be removed from performing services under this Contract.

27. **Contractor Employees - Uniform/Badges/Identification:** All Contractors employees must wear uniforms, badges or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned DPA must be notified in writing, within seven (7) calendar days of execution of Contract of the uniform and/or badges and/or other identification to be worn by Contractor employees prior to beginning work and notified in writing at least seven (7) calendar days prior to any changes in this procedure.
28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without County's express prior written approval. Any attempt by Contractor to subcontract any performance of this Contract without County's express prior written approval shall be invalid and shall constitute a material breach of this Contract.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet County's approval.

29. **Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's services.

(SIGNATURE PAGE FOLLOWS)

**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Hazelden Betty Ford Foundation**

Dr. Joseph Lee	President/ CEO
_____	_____
Print Name	Title
DocuSigned by: <i>Dr. Joseph Lee</i>	1/3/2022
_____	_____
236E8CF3F90344E...	Date

James Blaha	Vice President, CFO/CAO
_____	_____
Print Name	Title
DocuSigned by: <i>James Blaha</i>	1/3/2022
_____	_____
7771E8E919944CE...	Date

---

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
DocuSigned by: <i>Brittany McLean</i>	1/3/2022
_____	_____
9713A4061D4343D...	Date

County of Orange, Health Care Agency  
Contractor: Hazelden Betty Ford Foundation

Folder #: 042-1488363-JFC-SS  
Contract #: MA-042-22010808



**ATTACHMENT A****SCOPE OF WORK****SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM****A. Introduction**

Contractor is to provide federally recognized, evidence-based best practice trainings and “Train-the-Trainer” curriculum and resources to County and County-contracted staff who are providing treatment for individuals with a substance use disorder (SUD).

**B. Scope of Work**

1. Contractor must provide a series of trainings, consultations, workforce development, community engagement and activation events designed to prepare the workforce for actively engaging in and supporting opioid interventions and prevention. The first three months of trainings will be followed by community integration work between County clinics and community partners.
2. Contractor must plan and facilitate meetings at designated locations determined by County.
3. Contractor must provide SUD trainings in person or virtual to both County and County-contracted staff. Each training must:
  - a) Be offered live twice, with the recording placed on the Learning Management System (LMS) for the term of this Contract.
  - b) Be conducted either in person at a location designated by County’s Project Manager or virtual (i.e., Zoom, online and webinar meetings, telephone calls, etc.), at County’s sole discretion.
  - c) Include, but is not limited to, the following:
    - i) Comprehensive Opioid Response and Twelve Step Facilitation training for agencies on a comprehensive model of treatment that integrates medication for substance use disorders (MAT) into programming in a recovery-oriented, person-centered way.
    - ii) Co-occurring Disorder Training and Implementation Series: Part I: Training for County clinic and OCHCA leaders that will offer information about making organizational changes to incorporate services for co-occurring disorders; expanding co-occurring disorder services; and creating meaningful partnerships with other providers. Part II: Training for County clinic staff on development of programming utilizing best practices for co-occurring disorders; utilization of co-occurring disorder curriculum based on stage of change; and development of group sessions.
    - iii) The Mental and Emotional Health Complete Series is curriculum designed for clients who have mild to moderate mental and emotional health challenges. The series includes a facilitator guide and addresses six mental and emotional health concerns that each include a workbook and corresponding videos.
    - iv) Twelve Step Facilitation Training is evidence-based curricula training that addresses tools and skills needed to grow in recovery.
    - v) Neurobiology of the Disease of Addiction training provides an introductory review of the most recent scientific findings and fundamental concepts important to understanding addiction as a chronic disease of the brain.

- vi) General Pharmacology of Opioids and MOUD Options training provides an overview of the basic pharmacology of the opioid drug class, focusing on the unique pharmacological properties of methadone and buprenorphine that distinguish their therapeutic value and differentiate them from the opioids commonly associated with misuse, overdose, and addiction. The topic is tailored to each audience.
  - vii) Opioid Overdose Awareness, Narcan Co-Prescribing and Narcan Training reviews the key principles of naloxone protocols as well as the essential opioid overdose educational points for providers, patients and families including risk factors for opioid overdose, recognizing the signs and symptoms of overdose, what is happening in an overdose, how naloxone works and, naloxone product information and appropriate overdose response steps. Additional Audience may include medical and prescribing partners, both internal and in the community, to understand addiction, best practices, and their role in an abstinence-based MAT program.
  - viii) Gender Responsive Trauma Interventions Training builds on the previous year's Becoming a Trauma-Responsive Agency and provides training on three gender responsive trauma interventions ideal for use in settings that require a shorter intervention, including community mental health centers, substance use treatment programs, and correctional settings.
4. Contractor must plan and prepare for initial and continuation of Naloxone Community Outreach and Distribution, which includes project management and planning and preparation for community education, outreach, and distribution work to be performed after June 2022. This will include, but is not limited to, the following:
    - a) Initial community engagement activities establishing relationships with peer community networks and family recovery supports to support Naloxone distribution in the community;
    - b) Continuation of the planning and preparation for community education, outreach, and distribution of Naloxone; and
    - c) Supporting the community's understanding of the current state of Naloxone education and distribution with the county or counties, current need in the community, how individuals access treatment and family support.
  5. Contractor must provide trainings for the community stakeholders about overdose prevention and Naloxone. These trainings include, but are not limited to, the following:
    - a) Substance use disorders, a chronic disease model, harm reduction and stigma reduction;
    - b) The danger of fentanyl and other substances;
    - c) Medication for substance use disorders;
    - d) Naloxone and the value to overdose prevention;
    - e) Effectiveness of treatment interventions;
    - f) Effectiveness of peer supports;
    - g) How to support loved ones impacted by substance use disorders; and
    - h) How to get and where to find treatment and family support for opioid use and other substance use and mental health concerns.
  6. Contractor must collaborate with County and County clinic leadership to reinforce the "no wrong door" philosophy and continuum, including addressing operation and system level needs. This collaboration includes, but is not limited to, the following:

- a) Meetings to ensure effective collaboration and partnership between County staff, community providers, community stakeholders and community members.
7. Contractor must include technical assistance including but not limited to virtual coaching/meetings, webinar and telephonic support calls focusing on Moving from Trauma Informed to Trauma Responsive, Support and Mentorship, Waiver Training for Prescribers and Co-Occurring Program Capabilities Assessments, Review and Improvement Planning.
8. Contractor must provide technical assistance as needed for support and mentorship during trainings to support County staff, County-contract staff, community providers, leaders, supervisors, and clinicians in their work, conduct support calls to assist with implementation and utilization of the knowledge, skills and resources presented in the trainings.
9. Contractor must provide support and consultation at 1 – 2 hour meetings approximately two times per month.
10. Contractor must provide project management for contract deliverables, which includes but is not limited to, the following:
  - a) Managing project deadlines;
  - b) Reporting on outcomes;
  - c) Meeting billing requirements;
  - d) Supporting and tracking consultation work;
  - e) Tracking deliverables and budget;
  - f) Coordinating training details and communication;
  - g) Ordering and distributing training material; and
  - h) Managing Continuing Education requests and requirements.
11. Contractor must develop a website or web pages on its existing website with the following components:
  - a) Promotional information including schedules of upcoming trainings a minimum of a month in advance of scheduled trainings;
  - b) Access to on-line registration links for the counselors/clinicians, supervisors, agency directors and program leadership to easily register with the ability to cancel registration when training can no longer be attended;
  - c) Feedback and opportunities for participants to submit ideas for upcoming trainings or personal experiences in training under this Contract;
  - d) Links for more information about behavioral health issues;
  - e) Access to training materials from past trainings as appropriate and links to additional behavioral health education available online.
12. Contractor must develop procedures on gathering evaluation and data at the end of each training. Collected evaluations are to measure the growth of skillsets of attendees and provide feedback on the trainer(s) and content. Also, suggestions, feedback and future training requests must be collected to meet the needs of the community.
13. Contractor must establish and maintain a database sufficient to meet the reporting requirements by County. The reporting must include, but is not limited to, the following:
  - a) Name of trainings, date, time, location, and contact information for questions;

- b) Curriculum of trainings, name of presenters, and number of attendees;
  - c) Narrative of challenges and success of providing services; and
  - d) For trainings with multiple sessions, track and report attendance at each individual session.
14. Contractor must provide all training and curriculum materials necessary, including the following:
- a) All materials and curriculum necessary to provide the services herein;
  - b) Co-Occurring Disorders Program materials;
  - c) Twelve-Step Facilitation program materials; and
  - d) Moving from Trauma-Informed to Trauma Response materials.
15. Contractor must not, and must not permit any of its employees or subcontractor to, conduct research activity on County participants without obtaining prior written authorization from County's Project Manager.
16. Contractor must maintain records and create and provide statistical reports as required by County and/or the Department of Health Care Services (DHCS) on forms provided by either agency.
17. Additional Reports – Upon County's request, Contractor must make such additional reports as required by County. County will specify the nature of information requested and allow up to thirty (30) calendar days for Contractor to provide the requested report.

### C. Schedule

#### **March 2022 – June 2022**

- Continue to provide curriculum-based trainings for County clinic staff (primary focus), substance use providers, mental health providers medical staff, and other staff to address opioid use disorders
- Develop outreach and engage community partners and members to support the utilization and distribution of Naloxone in Orange County
- Provide trainings to increase engagement, motivation, knowledge and understanding related to opioid use disorders for County clinic staff (primary focus), substance use providers, mental health providers medical staff, and community providers
- Provide project management
- Audience: County clinic staff (primary focus), substance use providers, mental health providers, medical staff, and community providers

#### **July 2022 – June 2023**

- Continue to develop outreach and engage community partners and members to support the utilization and distribution of Naloxone in Orange County
- Continue to provide trainings to increase engagement, motivation, knowledge and understanding related to opioid use disorders for County clinic staff (primary focus), substance use providers, mental health providers medical staff, and community providers
- Provide trainings to community stakeholders about overdose prevention and Naloxone
- Provide next level knowledge and curriculum-based trainings (e.g., moving from trauma-informed to trauma responsive care, Risk Reduction Education Program, Virtual LIB)
- Gather and examine outcomes data related to education provided and overdose prevention
- Collaborate with County and Clinic leadership to reinforce the “no wrong door” philosophy and continuum, including addressing operational and system-level needs

- Continue to provide knowledge and understanding related to opioid use disorders and co-occurring disorders
- Continue to provide curriculum-based trainings to County staff and County clinic staff (primary focus), substance use providers, mental health providers and other staff to address opioid use disorders and co-occurring disorders
- Provide ongoing support to increase engagement and motivation for County staff to address opioid use disorders and co-occurring disorders
- Audience: County clinic staff (primary focus), substance use providers, mental health providers, medical staff, and community providers

### **July 2023 – June 2024**

- Continue to develop outreach and engage community partners and members to support the utilization and distribution of Naloxone in Orange County
- Continue to provide trainings to increase engagement, motivation, knowledge and understanding related to opioid use disorders for County clinic staff (primary focus), substance use providers, mental health providers medical staff, and community providers
- Provide trainings to community stakeholders about overdose prevention and Naloxone
- Provide next level knowledge and curriculum-based trainings (e.g., moving from trauma-informed to trauma responsive care, Risk Reduction Education Program, Virtual LIB)
- Gather and examine outcomes data related to education provided and overdose prevention
- Collaborate with County and Clinic leadership to reinforce the “no wrong door” philosophy and continuum, including addressing operational and system-level needs
- Continue to provide knowledge and understanding related to opioid use disorders and co-occurring disorders
- Continue to provide curriculum-based trainings to County staff and County clinic staff (primary focus), substance use providers, mental health providers and other staff to address opioid use disorders and co-occurring disorders
- Provide ongoing support to increase engagement and motivation for County staff to address opioid use disorders and co-occurring disorders
- Audience: County clinic staff (primary focus), substance use providers, mental health providers, medical staff, and community providers

### **July 2024 – June 2025**

- Continue to develop outreach and engage community partners and members to support the utilization and distribution of Naloxone in Orange County
- Continue to provide trainings to increase engagement, motivation, knowledge and understanding related to opioid use disorders for County clinic staff (primary focus), substance use providers, mental health providers medical staff, and community providers
- Provide trainings to community stakeholders about overdose prevention and Naloxone
- Provide next level knowledge and curriculum-based trainings (e.g., moving from trauma-informed to trauma responsive care, Risk Reduction Education Program, Virtual LIB)
- Gather and examine outcomes data related to education provided and overdose prevention
- Collaborate with County and Clinic leadership to reinforce the “no wrong door” philosophy and continuum, including addressing operational and system-level needs
- Continue to provide knowledge and understanding related to opioid use disorders and co-occurring disorders
- Continue to provide curriculum-based trainings to County staff and County clinic staff (primary focus), substance use providers, mental health providers and other staff to address opioid use disorders and co-occurring disorders

- Provide ongoing support to increase engagement and motivation for County staff to address opioid use disorders and co-occurring disorders
- Audience: County clinic staff (primary focus), substance use providers, mental health providers, medical staff, and community providers

**D. Target Population**

Contractor must train a minimum of 400 qualified County clinic and County-contracted staff annually, substance use providers, mental health providers and medical staff involved or responsible for supporting substance use disorder services. In addition, Contractor must provide support and training education to community members and partners.

**E. Performance Objectives/Measures**

1. Contractor must provide outcome measures with at least ninety percent (90%) positive Training Survey results following each training or event to County's Project Manager.
2. Contractor must provide outcome reports for at least eighty percent (80%) of program implementation plans.

The Parties may mutually agree, in advance and in writing, to modify this Attachment A to the Contract.



**ATTACHMENT B****COMPENSATION AND INVOICING****SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM**

1. **Compensation:** This is a Negotiated Rate Contract not to exceed the amount of \$1,950,000 for the Term of Contract.

Maximum Obligation:	\$1,950,000
Basis for Reimbursement:	Negotiated Rates set forth in Attachment C
Payment Method:	Monthly in Arrears

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Paragraph C of the Contract terms and conditions.

2. **Fees and Charges:** County will pay the fees pursuant to Attachment C of this Contract, not to exceed the following amounts per period.

• Period One: March 1, 2022 through June 30, 2022	\$300,000
• Period Two: July 1, 2022 through June 30, 2023	\$600,000
• Period Three: July 1, 2023 through June 30, 2024	\$600,000
• Period Four: July 1, 2024 through June 30, 2025	<u>\$450,000</u>
Total Not-to-Exceed Contract Amount	\$1,950,000

3. **Price Increase/Decreases:** No price increases are permitted during the term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases must be automatically extended to County. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit is not allowed.

4. **Payment Terms- Payment in Arrears:** Invoices are paid monthly in arrears for the negotiated rate. Contractor shall be reimbursed for the cost of providing the services hereunder provided, however, the total of such payments does not exceed the Maximum Obligation. Contractor's costs are reimbursable pursuant to County, State, and Federal regulations. Contractor shall meet the schedule for payment in accordance with Attachment C.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

5. **Taxpayer ID Number:** Contractor must include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
6. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a unique number and must include the following information:
  - a. Contractor's name and address
  - b. Contractor's remittance address
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Department
  - e. Delivery/service address
  - f. MA-042-2001555
  - g. Date of Invoice
  - h. Product/service description, quantity, and prices
  - i. Sales tax, if applicable
  - j. Freight/delivery charges, if applicable
  - k. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

Orange County Health Care Agency  
Procurement and Contract Services  
Attn: Amanda N. Calderon  
405 W 5<sup>th</sup> Street, Suite 600  
Santa Ana, CA 92702  
Or via email to [CSInvoices@ochca.com](mailto:CSInvoices@ochca.com)

7. **Payment (Electronic Funds Transfer)**  
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.
8. **Funding Information**

CONTRACTOR DUNS Number: 07-134-0467

CONTRACTOR TAX ID Number: 41-0682405

<u>CFDA#</u>	<u>FAIN #</u>	<u>Program Services Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>R&amp;D Award (Y/N)</u>	<u>Federal Indirect Rate</u>
93.959	T110062-20	SABG	Substance Abuse and Mental Health Services Administration (SAMHSA)	7/1/2021 TO 6/30/2024	\$19,276,499 annually	N	10%

## ATTACHMENT C

## BUDGET

## SUBSTANCE-USE DISORDER TRAINING AND EDUCATION PROGRAM

March 1, 2022 – June 30, 2022

Item	Price	Live Quantity	Total	Number of participants
Co-occurring Disorder Training and Implementation Series	\$ 15,000	2	\$30,000	50-60
Twelve Step Facilitation Training	\$ 11,000	2	\$22,000	50-60
Outreach and Engaging Community Partners	\$ 45,000	Ongoing	\$45,000	Unlimited
Neurobiology of the Disease of Addiction	\$ 8,000	2	\$16,000	50-60
General Pharmacology of Opioids and MOUD Options	\$ 11,000	2	\$22,000	50-60
Opioid Overdose Awareness, Narcan Co-Prescribing and Narcan Training	\$ 11,000	2	\$22,000	50-60
Comprehensive Opioid Response & Twelve Step Facilitation training	\$ 20,000	2	\$40,000	50-60
Project Management	\$ 100,000	Ongoing	\$100,000	N/A
<b>Grand Total:</b>			\$297,000	

July 1, 2022 – June 30, 2023

Item	Price	Live Quantity	Total	Number of participants
Outreach, Engagement and Preparation for Community Education and Integration	\$ 50,000	Ongoing	\$50,000	Unlimited
Neurobiology of the Disease of Addiction	\$ 8,000	2	\$16,000	50-60
General Pharmacology of Opioids and MOUD Options	\$ 11,000	2	\$22,000	50-60
Opioid Overdose Awareness, Narcan Co-Prescribing and Narcan Training	\$ 11,000	2	\$22,000	50-60
Comprehensive Opioid Response & Twelve Step Facilitation training	\$ 20,000	2	\$40,000	50-60
Co-occurring Disorder Training and Implementation Series	\$ 15,000	2	\$30,000	50-60
Twelve Step Facilitation Training	\$ 11,000	2	\$22,000	50-60
Community Education, Outreach and Distribution of Naloxone Trainings	\$ 8,000	2	\$16,000	Unlimited
The Mental and Emotional Health Complete Series	\$ 15,000	2	\$30,000	50-60
Gender Responsive Trauma Interventions Training	\$ 6,000	2	\$12,000	50-60
Gather and Exam Outcome Data	\$ 22,000	Ongoing	\$22,000	Unlimited
Collaboration with County and Clinic Leadership Trainings (3-6 hours each)	\$ 6,000	4	\$24,000	50-60
Collaboration with County and Clinic Leadership Meetings (1-2 hours each)	\$ 1,500	48	\$72,000	50-60
Support and Mentorship Calls	\$ 1,500	48	\$72,000	50-60
Project Management	\$ 100,000	Ongoing	\$100,000	N/A
<b>Grand Total:</b>			\$550,000	

County of Orange, Health Care Agency  
 Contractor: Hazelden Betty Ford Foundation

Folder #: 042-1488363-JFC-SS  
 Contract #: MA-042-22010808

**July 1, 2023 – June 30, 2024**

Item	Price	Live Quantity	Total	Number of participants
Outreach, Engagement and Preparation for Community Education and Integration	\$ 50,000	Ongoing	\$50,000	Unlimited
Neurobiology of the Disease of Addiction	\$ 8,000	2	\$16,000	50-60
General Pharmacology of Opioids and MOUD Options	\$ 11,000	2	\$22,000	50-60
Opioid Overdose Awareness, Narcan Co-Prescribing and Narcan Training	\$ 11,000	2	\$22,000	50-60
Comprehensive Opioid Response & Twelve Step Facilitation training	\$ 20,000	2	\$40,000	50-60
Co-occurring Disorder Training and Implementation Series	\$ 15,000	2	\$30,000	50-60
Twelve Step Facilitation Training	\$ 11,000	2	\$22,000	50-60
Community Education, Outreach and Distribution of Naloxone Trainings	\$ 8,000	2	\$16,000	Unlimited
The Mental and Emotional Health Complete Series	\$ 15,000	2	\$30,000	50-60
Gender Responsive Trauma Interventions Training	\$ 6,000	2	\$12,000	50-60
Gather and Exam Outcome Data	\$ 22,000	Ongoing	\$22,000	Unlimited
Collaboration with County and Clinic Leadership Trainings (3-6 hours each)	\$ 6,000	4	\$24,000	50-60
Collaboration with County and Clinic Leadership Meetings (1-2 hours each)	\$ 1,500	48	\$72,000	50-60
Support and Mentorship Calls	\$ 1,500	48	\$72,000	50-60
Project Management	\$ 100,000	Ongoing	\$100,000	N/A
<b>Grand Total:</b>			\$550,000	

**July 1, 2024 – June 30, 2025**

Item	Price	Live Quantity	Total	Number of participants
Outreach, Engagement and Preparation for Community Education and Integration	\$ 50,000	Ongoing	\$50,000	Unlimited
Neurobiology of the Disease of Addiction	\$ 8,000	1	\$8,000	50-60
General Pharmacology of Opioids and MOUD Options	\$ 11,000	1	\$11,000	50-60
Opioid Overdose Awareness, Narcan Co-Prescribing and Narcan Training	\$ 11,000	1	\$11,000	50-60
Comprehensive Opioid Response & Twelve Step Facilitation training	\$ 20,000	1	\$20,000	50-60
Co-occurring Disorder Training and Implementation Series	\$ 15,000	1	\$15,000	50-60
Twelve Step Facilitation Training	\$ 11,000	1	\$11,000	50-60
Community Education, Outreach and Distribution of Naloxone Trainings	\$ 8,000	1	\$8,000	Unlimited
The Mental and Emotional Health Complete Series	\$ 15,000	1	\$15,000	50-60
Gender Responsive Trauma Interventions Training	\$ 6,000	1	\$6,000	50-60
Gather and Exam Outcome Data	\$ 22,000	Ongoing	\$22,000	Unlimited
Collaboration with County and Clinic Leadership Trainings (3-6 hours each)	\$ 6,000	2	\$12,000	50-60
Collaboration with County and Clinic Leadership Meetings (1-2 hours each)	\$ 1,500	48	\$72,000	50-60
Support and Mentorship Calls	\$ 1,500	24	\$36,000	50-60
Project Management	\$ 100,000	Ongoing	\$100,000	N/A
<b>Grand Total:</b>			\$397,000	

The Parties may mutually agree, in advance and in writing, to modify this Attachment C to the Contract.

County of Orange, Health Care Agency  
Contractor: Hazelden Betty Ford Foundation

Folder #: 042-1488363-JFC-SS  
Contract #: MA-042-22010808