



**AMENDMENT NO. 7  
TO  
CONTRACT NO. MA-042-20010253  
FOR**

Community-Based Alcohol and Other Drug Prevention Services

This Amendment ("Amendment No.7") to Contract No. MA-042-20010253 for Community-Based Alcohol and Other Drug Prevention Services is made and entered into on July 1, 2023 ("Effective Date") between Waymakers ("Contractor"), with a place of business at 1221 E. Dyer Rd., Ste. 120, Santa Ana, CA 92075, and the 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. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-20010253 for Community-Based Alcohol and Other Drug Prevention Services, effective July 1, 2019 through June 30, 2021, in an amount not to exceed \$3,600,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract for the period July 24, 2020 through June 30, 2021; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract for the period February 1, 2021 through June 30, 2021; and

WHEREAS, the Parties executed Amendment No. 3 to amend Paragraph VII., Paragraph XIX., and Exhibit A of the Contract and to renew the Contract for two years, effective July 1, 2021 through June 30, 2023, in an amount not to exceed \$1,500,000, for a revised cumulative total amount not to exceed \$5,100,000; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A of the Contract for the period October 1, 2021 through June 30, 2023; and

WHEREAS, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract for the period April 28, 2022 through June 30, 2023; and

WHEREAS, the Parties executed Amendment No. 6 to amend Exhibit A of the Contract for the period December 5, 2022 through June 30, 2023; and

WHEREAS, the Parties now desire to enter into this Amendment No. 7 to renew the Contract for one year and to amend Paragraph VII., Paragraph XIX. and Exhibit A of the Contract to modify the Budget, Staffing, and Services paragraphs.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one (1) year, effective July 1, 2023 through June 30, 2024, in an amount not to exceed \$750,000 for this renewal period, for a revised cumulative total amount not to exceed \$5,850,000; on the amended terms and conditions.



2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** July 1, 2019 through June 30, 2024

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Period Four means the period from July 1, 2022 through June 30, 2023

Period Five means the period from July 1, 2023 through June 30, 2024

**Maximum Obligation:**

Period One Maximum Obligation: \$1,800,000

Period Two Maximum Obligation: \$1,800,000

Period Three Maximum Obligation: \$ 750,000

Period Four Maximum Obligation: \$ 750,000

Period Five Maximum Obligation: \$ 750,000

TOTAL MAXIMUM OBLIGATION: \$5,850,000”

3. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3), of the Contract is deleted in its entirety and replaced with the following:

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

4. Paragraph XIX. Maximum Obligation, subparagraph B., of the Contract is deleted in its entirety and replaced with the following:

“B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three, Period Four and/or Period Five Maximum Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.”

5. Exhibit A, Paragraph I. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

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



	Period Five	Total
ADMINISTRATIVE COST		
Indirect	<u>\$ 64,904</u>	<u>\$ 504,762</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 64,904	\$ 504,762
PROGRAM COST		
Salaries	\$400,912	\$2,379,289
Benefits	\$102,164	\$ 589,403
Services and Supplies	\$134,520	\$1,059,046
Subcontracts	<u>\$ 47,500</u>	<u>\$1,317,500</u>
SUBTOTAL PROGRAM COST	\$685,096	\$5,319,238
TOTAL COST	\$750,000	\$5,850,000"

6. Exhibit A, Paragraph II. Definitions, of the Contract is deleted in its entirety and replaced with the following:

## **"II. DEFINITIONS**

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

- A. Action Plan: A form documenting key tasks that must be completed to create change. Action plans detail how resources are to be used to get the planned work done.
- B. Activity: An organized function designed to advance a prevention Strategy or objective.
- C. Alcohol and Drug Education and Prevention Team (ADEPT): An Orange County Health Care Agency team within Mental Health and Recovery Services.
- D. ADEPT Provider Manual: The Provider Manual designed by ADEPT to describe the specific services to be performed by AOD providers. It provides guidance, instructions, Goals, Outcome Measures, Units of Service, and Evaluation components.
- E. Center for Substance Abuse Prevention (CSAP): Part of the Substance Abuse and Mental Health Services Administration (SAMHSA is an Agency of the U.S. Department of Health and Human Services), is the sole federal organization



providing national leadership in the development of policies, programs, and services to prevent the onset of illegal drug use and underage alcohol and tobacco use, and to reduce the negative consequences of using substances. CSAP has identified six prevention strategies that can be directed at any segment of the population: Information Dissemination, Education, Alternatives, Problem Identification and Referral, Community-based Process and Environmental.

- F. Collaboration: A process of participation through which people, groups, and agencies work toward prevention goals.
- G. Department of Health Care Services (DHCS): The single state agency responsible for administering and coordinating the State's efforts in substance use disorders.
- H. Educational Workshop: A prevention activity involving the Presentation of information on substance abuse issues with an emphasis on interaction and the exchange of information among participants.
- I. Evaluation: Systematic collection, analysis, and use of program information for multiple purposes, including monitoring, program improvement, outcome assessment, and planning.
- J. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.
- K. Faith-Based Organization: A generic term that refers to any organization, group or congregation (such as a church, synagogue, parish, mosque, or temple) that has a faith element integrated into its structure.
- L. Goal: A broad statement of what the program aims to accomplish.
- M. Information Dissemination: A one-way communication, direct from the source to the audience that provides information about a prevention issue and is designed to create awareness and knowledge of that issue.
- N. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of prevention services adopted by the IOM, where prevention programs are organized along a targeted audience continuum and prevention intervention is based on a combination of risk and protective factors associated with substance abuse. This continuum is divided into prevention, treatment, and maintenance categories, and the prevention category is divided into universal, selective, and indicated prevention classifications.
- O. Media Input: A form of communication that is prepared with the intent of increasing public awareness/support for a prevention project, service or activity. There are two basic types of Media Inputs stated below. In the second type, it is crucial that the item is displayed in a public venue with high traffic, e.g., a popular retail establishment, a public library, or a school campus.
  - 1. An item submitted for publication to an established media outlet (a newspaper, radio or television station), and
  - 2. An item designed to be publicly displayed to a wide audience (a billboard or banner).
- P. Media Literacy: An examination of the techniques, technologies and institutions that are involved in media production, the ability to critically analyze media messages



and a recognition of the role that audiences play in making meaning from those messages.

- Q. Off-Sale Alcohol Establishment: An establishment licensed to sell alcohol for consumption off premise. Examples of off-sale alcohol establishments include liquor stores and grocery stores.
- R. Outcome: Measurable change that occurs as a result of a program's overall performance in implementing its planned Activities.
- S. Outcome Measure: A statement that specifies the measurable result or direct impact of a program or activity in reference to a quantitative criterion and a timeframe.
- T. Presentation: A one-way communication Activity in which information is provided to a group of individuals, generally in an effort to inform the audience members about an issue and/or encourage them to do something specific.
- U. Program Identity Item: An item used for the purpose of marketing, promoting and creating awareness of a program's initiative, message or event.
- V. Social Media: A group of internet-based communication tools/applications that allow the creation and exchange of user-generated content; social media is media for social interaction. Types of social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content communities (YouTube), and social networking sites (Facebook).
- W. Strategic Prevention Framework (SPF): SAMHSA's five-step systematic community-based approach, which aims to ensure that substance abuse prevention programs can and do produce results.
- X. Strategy: A method, approach, or activity chosen to bring about a desired prevention Outcome.
- Y. Sustainability: The process through which a prevention system becomes a norm and is integrated into on-going operations.
- Z. Technical Assistance: Services provided by staff to provide guidance to prevention programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention activities.
- AA. 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.
- BB. Units of Service: The number and/or type of activities CONTRACTOR fulfills in a contractual agreement period.
- CC. Youth Development: A framework or concept that views young people as valuable members of their communities rather than social problems or a population needing prescribed services. Youth Development engages young people in developing the skills, attitudes, knowledge, and experiences to prepare them to serve as active leaders in creating healthy, positive environments in their communities."





7. Exhibit A, Paragraph IV. Reports, subparagraphs C. and D., of the Contract are deleted in their entirety and replaced with the following:

“C. QUARTERLY PROGRESS REPORTS

CONTRACTOR shall submit Quarterly Progress Reports to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR and document progress toward Outcome Measures, Units of Service, project successes, barriers to implementation, staff changes and reasons for staff changes, and plans for the following quarter. CONTRACTOR shall submit supporting documentation with each Quarterly Progress Report including, but not limited to, tracking measures, materials developed, and Evaluation results. Quarterly Reports are due on the following dates:

1. Period Five Reports:

- a. Quarter 1: July 1, 2023 through September 30, 2023, due October 15, 2023
- b. Quarter 2: October 1, 2023 through December 31, 2023, due January 15, 2024
- c. Quarter 3: January 1, 2024 through March 31, 2024, due April 15, 2024.

D. FOURTH QUARTER/YEAR-END REPORT

CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period Five by July 31, 2024. The report shall include an Evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the AOD prevention strategies implemented toward reaching Outcome Measures, Units of Service, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.”

8. Exhibit A, Paragraph IV. Reports, subparagraph F., of the Contract is deleted in its entirety and replaced with the following:

“F. DATA COLLECTION

CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California Department of Health Care Services, Substance Use Disorder Program, Policy and Fiscal Division, Policy and Prevention Branch. CONTRACTOR shall comply with state requirements and report on the service populations as defined in the IOM model. ADMINISTRATOR shall make trainings and technical assistance available for completing reports throughout the term of this Agreement.”

9. Exhibit A, Paragraph V. Services, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

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

1. Support of COUNTY and California Department of Health Care Services prevention goals and objectives;



2. Alignment with the SPF process; and
  3. Alignment with CSAP prevention strategies.”
10. Exhibit A, Paragraph V. Services, subparagraphs C. and D., of the Contract are deleted in their entirety and replaced with the following:

"C. CONTRACTOR shall provide services and activities to address Underage Substance Use Prevention Services.

1. Project One - CONTRACTOR shall select a school district reflecting higher AOD data compared to that of COUNTY average, as reported in the California Healthy Kids Survey – Orange County 2017-2019 report; or another reliable data source which demonstrates the district’s greater need for AOD prevention services; or a school district which demonstrate readiness for prevention services. CONTRACTOR shall receive approval from ADEPT before providing prevention services.
  2. Project Two - CONTRACTOR shall select a school district reflecting higher AOD data compared to that of COUNTY average, as reported in the California Healthy Kids Survey – Orange County 2017-2019 report. CONTRACTOR shall receive approval from ADEPT before providing prevention services.
- D. PERIOD FIVE – CONTRACTOR shall work to achieve the following Units of Service and Outcome Measures by June 30, 2024, unless otherwise noted.

1. Project One

- a) Educate at least one thousand five hundred (1,500) youth within the identified school district and/or the surrounding cities using an evidence-based curriculum designed to prevent youth substance use.
- b) Train at least one thousand five hundred (1,500) youth within the identified school district and/or the surrounding cities on media literacy using evidence-informed practices.
- c) On average, students educated shall demonstrate an improvement in confidence in their ability to refuse alcohol and other drugs, as measured by pre/post surveys.
- d) At least seventy-five percent (75%) of students educated shall report increased confidence in their ability to refuse alcohol and other drugs.
- e) On average, students educated shall demonstrate increased self-efficacy in decision-making skills in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.
- f) At least seventy-five percent (75%) of students educated shall report increased self-efficacy in decision-making skills, in relation to the prevention of alcohol and other drugs.
- g) On average, students educated shall demonstrate increased confidence to use effective communication skills, in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.
- h) At least seventy-five percent (75%) of students educated shall report increased confidence to use effective communication skills, in relation to the



prevention of alcohol and other drugs.

- i) At least seventy-five percent (75%) of students educated shall report an increased competency of media literacy skills in relation to the prevention of alcohol and other drugs, as measured by a post survey.
- j) Facilitate at least nine (9) youth-led activities, with a minimum of three (3) different youth groups within the surrounding cities of the identified school district, designed to prevent substance use among youth.
- k) Outreach to at least twenty (20) off-sale licensed alcohol retail establishments from at least three (3) surrounding cities of the identified school district on strategies to reduce youth exposure to alcohol advertising.
- l) Provide technical assistance with fifty percent (50%) of the off-sale licensed alcohol retail establishments outreached in FY 2022-23 to sustain strategies to reduce youth exposure to alcohol advertising.
- m) By December 31, 2023, submit a plan for a prevention project, which includes input from the school district and or/community partners, to reduce youth substance use.
- n) Implement a project with input from the school district and/or community partners that addresses the prevention of youth substance use.

## 2. Project Two

- a) Educate at least one thousand two hundred (1,200) youth within the identified school district and/or the surrounding cities using an evidence-based curriculum designed to prevent youth substance use.
- b) Train at least one thousand two hundred (1,200) youth within the identified school district and/or the surrounding cities on media literacy using evidence-informed practices.
- c) On average, students educated shall demonstrate an improvement in confidence in their ability to refuse alcohol and other drugs, as measured by pre/post surveys.
- d) At least seventy-five percent (75%) of students educated shall report increased confidence in their ability to refuse alcohol and other drugs.
- e) On average, students educated shall demonstrate increased self-efficacy in decision-making skills in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.
- f) At least seventy-five percent (75%) of students educated shall report increased self-efficacy in decision-making skills, in relation to the prevention of alcohol and other drugs.
- g) On average, students educated shall demonstrate increased confidence to use effective communication skills, in relation to the prevention of alcohol and other drugs, as measured by pre/post surveys.
- h) At least seventy-five percent (75%) of students educated shall report increased confidence to use effective communication skills, in relation to the prevention of alcohol and other drugs.





- i) At least seventy-five percent (75%) of students educated shall report an increased competency of media literacy skills in relation to the prevention of alcohol and other drugs, as measured by a post survey
- j) Facilitate at least eight (8) youth-led activities, with a minimum of three (3) different youth groups within the surrounding cities of the identified school district, designed to prevent substance use among youth.
- k) Outreach to at least twenty (20) off-sale licensed alcohol retail establishments within the surrounding cities of the identified school district on strategies to reduce youth exposure to alcohol advertising.
- l) Provide technical assistance with fifty percent (50%) of the off-sale licensed alcohol retail establishments outreached in FY 2022-23 to sustain strategies to reduce youth exposure to alcohol advertising.
- m) By December 31, 2023, submit a plan for a prevention project, which includes input from the school district and/or community partners, to reduce youth substance use.
- n) Implement a project with input from the school district and/or community partners that addresses the prevention of youth substance use.”

11. Exhibit A, Paragraph V. Services, subparagraph G., of the Contract is deleted in its entirety and replaced with the following:

“G. Supporting Activities – CONTRACTOR shall provide the following supporting activities:

1. Project One (1)

- a. Thirty (30) Community Collaborations;
- b. Fifty (50) Information Disseminations;
- c. Five (5) Trainings; and
- d. Three (3) Media Inputs.

2. Project Two (2)

- a. Twenty-five (25) Community Collaborations;
- b. Forty-five (45) Information Disseminations;
- c. Four (4) Trainings; and
- d. Two (2) Media Inputs.”

12. Exhibit A, Paragraph V. Services, subparagraph I., of the Contract is deleted in its entirety and replaced with the following:

“I. Action Plan – CONTRACTOR shall submit to ADMINISTRATOR a Period Five preliminary Action Plan by August 1, 2023 and a final Action Plan by August 15, 2023. Each Action Plan shall clearly describe the activities to be implemented to achieve the Units of Service and Outcome Measures. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.”



13. Exhibit A, Paragraph V. Services, subparagraph J.3., of the Contract is deleted in its entirety and replaced with the following:

“3. CONTRACTOR shall submit a Period Five preliminary Evaluation Plan for each project to ADMINISTRATOR by August 1, 2023, and a final Evaluation Plan by August 15, 2023.”

14. Exhibit A, Paragraph VI. Staffing, subparagraph G., of the Contract is deleted in its entirety and replaced with the following:

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

PROJECT ONE	PERIOD FIVE FTEs
PROGRAM STAFF	
Program Director	0.30
Supervisor	0.00
Program Manager	0.25
Health Educator	2.50
Project Coordinator	0.50
PROGRAM TOTAL FTEs	3.55

PROJECT TWO	PERIOD FIVE FTEs
PROGRAM STAFF	
Program Director	0.25
Supervisor	0.00
Program Manager	0.25
Health Educator	2.50
Project Coordinator	0.50
PROGRAM TOTAL FTEs	3.50”

This Amendment No. 7 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 7 and the Contract, including all previous amendments, the terms and conditions



of this Amendment No. 7 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 7 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 7. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of either 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 bylaws demonstrating the legal authority of the signature to bind the company.

Contractor: WAYMAKERS

Ronnetta J. Johnson

Chief Executive Officer

Print Name
DocuSigned by:
Ronnetta J. Johnson
Signature

Title
2/14/2023
Date

Print Name

Title

Signature

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
DocuSigned by:
Brittany McLean
Signature

Title
2/14/2023
Date