



**AMENDMENT NO. 6
TO
CONTRACT NO. MA-042-21010430
FOR**

Alcohol and Other Drug Prevention Services Friday Night Live Partnership

This Amendment ("Amendment No.6") to Contract No. MA-042-21010430 for Alcohol and Other Drug Prevention Services Friday Night Live Partnership is made and entered into on July 1, 2023 ("Effective Date") between Orange County Superintendent of Schools A.K.A. Orange County Department of Education ("Contractor"), with a place of business at 200 Kalmus Dr., Costa Mesa, CA 92626, 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-042-21010430 for Alcohol and Other Drug Prevention Services Friday Night Live Partnership, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$1,425,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify the Units of Service and Outcome Measures paragraphs for the period October 30, 2020 through June 30, 2021; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Units of Service and Outcome Measures paragraphs for the period October 30, 2021 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract to modify the Budget and Staffing paragraphs for the period April 19, 2022 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A of the Contract for the period July 20, 2022 through June 30, 2023 and to increase Period Three Maximum Obligation by \$100,000 from \$475,000 to \$575,000, for a revised cumulative total amount not to exceed \$1,525,000; and

WHEREAS, the Parties executed Amendment No. 5 to revise the effective date of Amendment No. 4 from July 20, 2022 to August 20, 2022 due to an administrative error; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to renew the Contract for two years and to amend Paragraph VI. 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 two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$1,150,000 for this renewal period, for a revised cumulative total amount not to exceed \$2,675,000; 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, 2020 through June 30, 2025

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

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

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

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

Period Five means the period from July 1, 2024 through June 30, 2025

Maximum Obligation:

Period One Maximum Obligation: \$ 475,000

Period Two Maximum Obligation: \$ 475,000

Period Three Maximum Obligation: \$ 575,000

Period Four Maximum Obligation: \$ 575,000

Period Five Maximum Obligation: \$ 575,000

TOTAL MAXIMUM OBLIGATION: \$2,675,000”

3. All references to “Agreement” in the Contract are replaced with “Contract.”
4. Paragraph VI. 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 forty-five (45) calendar days following the period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. 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.”

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

“I. 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 Contract.

- 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): A County of Orange 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 use/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. Goal: A broad statement of what the program aims to accomplish.
- L. Information Dissemination: 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.
- M. 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.
- N. 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).
- O. 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.
- P. Outcome: Measurable change that occurs as a result of a program's overall performance in implementing its planned Activities.
- Q. 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.
- R. 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.
- S. Program Identity Item: An item used for the purpose of marketing, promoting and creating awareness of a program's initiative, message or event.
- T. 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).
- U. 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.
- V. Strategy: A method, approach, or activity chosen to bring about a desired prevention Outcome.
- W. Sustainability: The process through which a prevention system becomes a norm and is integrated into on-going operations.
- X. 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.
- Y. 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.
- Z. 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."



6. Exhibit A, Paragraph II. 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 Four	Period Five	Total
ADMINISTRATIVE COST			
Indirect	<u>\$ 49,165</u>	<u>\$ 49,165</u>	<u>\$ 228,645</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 49,165	\$ 49,165	\$ 228,645
PROGRAM COST			
Salaries	\$252,818	\$270,395	\$1,123,656
Benefits	132,807	146,067	\$ 630,556
Services and Supplies	100,611	69,773	\$ 516,144
Subcontracts	<u>39,600</u>	<u>39,600</u>	<u>\$ 176,000</u>
SUBTOTAL PROGRAM COST	\$525,835	\$525,835	\$2,446,355
TOTAL COST	\$575,000	\$575,000	\$2,675,000”

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

“B. PROGRAMMATIC

1. Quarterly Progress Report – CONTRACTOR shall submit Quarterly Progress Reports to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR and document progress toward Units of Service and Outcome Measures, 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:

a. Period Four reports:

Quarter 1: July 1, 2023 through September 30, 2023, due October 15, 2023;

Quarter 2: October 1, 2023 through December 31, 2023, due January 15, 2024; and



Quarter 3: January 1, 2024 through March 31, 2024, due April 15, 2024.

b. Period Five reports:

Quarter 1: July 1, 2024 through September 30, 2024, due October 15, 2024

Quarter 2: October 1, 2024 through December 31, 2024, due January 15, 2025; and

Quarter 3: January 1, 2025 through March 31, 2025, due April 15, 2025.

2. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period Four by July 31, 2024 and Period Five by July 31, 2025. The report shall include an Evaluation section which shall contain, but not be limited to, an analysis of effectiveness of the AOD prevention strategies implemented toward reaching Outcome Measures and Units of Service, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

3. Data Collection - CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the California Department of Health Care Services (DHCS), 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 Contract.”

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

“A. CONTRACTOR shall provide youth-focused AOD prevention services throughout 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.”

9. Exhibit A, Paragraph VI. Services, subparagraphs E. through G., of the Contract are deleted in their entirety and replaced with the following:

“E. UNITS OF SERVICE:

CONTRACTOR shall provide the following substance use prevention Units of Service by June 15 of each year, unless otherwise noted:

1. By April 30, of each year, coordinate a Leadership Workshop with one hundred fifty (150) FNL members on leadership skills.
2. By April 30, of each year, coordinate a Leadership Workshop with one hundred forty (140) CL members on leadership skills.
3. By April 30, of each year, coordinate a Leadership Workshop with sixty (60)



- FNLK members on leadership skills.
4. By April 30, of each year, coordinate a Leadership Workshop with an additional twenty (20) chapter members on leadership skills.
 5. Train ninety (90) FNL members on refusal and decision-making skills in relation to substance use.
 6. Train seventy (70) CL members on refusal and decision-making skills in relation to substance use.
 7. Train forty (40) FNLK members on refusal and decision-making skills in relation to substance use.
 8. Train an additional twenty (20) chapter members on refusal and decision-making skills in relation to substance use.
 9. Recruit FNL chapter members throughout Orange County to maintain a Youth Advisory Council.
 10. Collaborate with chapters, using the principles of youth development, to implement at least forty-two (42) youth-led substance use prevention activities that support the prevention of youth substance use.
 11. Collaborate with chapters to conduct five (5) youth-led substance use prevention activities designed for adult community members.
 12. Collaborate with chapters to implement five (5) peer-to-peer trainings in relation to substance use prevention.
 13. By October 22, of each year, conduct a minimum of four (4) Red Ribbon Week (RRW) trainings for youth leadership groups or clubs, whereby at least two (2) of the trainings shall be conducted for groups/clubs in high-need areas or for youth at higher risk of substance use.
 14. By October 22, of each year, a minimum of one hundred (100) youth shall participate in a RRW training.
 15. Train a minimum of six hundred (600) upper elementary, middle, and high school students on media literacy skills in relation to substance use prevention.
 16. Collaborate with school-based FNLK chapters to conduct one (1) youth-led substance use prevention activity at each school with a FNLK Program that results in contact with at least sixty percent (60%) of the fourth through sixth (4th-6th) grade students in aggregate.
 17. Collaborate with school-based CL chapters to conduct one (1) youth-led substance use prevention activity at each school with a CL Program that results in contact with at least fifty percent (50%) of the middle/junior high school enrollment in aggregate.
 18. Collaborate with school-based FNL chapters to conduct at least one (1) youth-led substance use prevention activity at each school with a FNL Program that results in contact with at least forty percent (40%) of the high school enrollment in aggregate.
 19. By March 31, of each year, train thirty (30) advisors on the application of youth development practices in relation to substance use prevention.



20. Conduct a chapter advisor annual satisfaction survey.
21. Conduct a year-end recognition event for youth, advisors, and program stakeholders.
22. Establish two (2) new chapters, whereby one of the following applies to at least one chapter: located in a middle school setting, developed in a high-need area, or consists of youth who are at higher risk of substance use.
23. Provide at least one hundred seventy-five (175) technical assistance sessions to support current chapters.
24. Achieve and/or maintain a Member-In-Good Standing status as defined by the CFNLP guidelines.

Units of Service	Period One	Period Two	Period Three	Period Four	Period Five
Leadership workshop	150 FNL members 100 CL members 100 FNLK members	190 FNL members 105 CL members 55 FNLK members	190 FNL members 115 CL members 65 FNLK members	150 FNL members 140 CL members 60 FNLK members 20 additional chapter members	150 FNL members 140 CL members 60 FNLK members 20 additional chapter members
Refusal and decision-making skills training	90 FNL members 70 CL members 40 FNLK members	90 FNL members 70 CL members 40 FNLK members	90 FNL members 70 CL members 40 FNLK members 20 chapter members	90 FNL members 70 CL members 40 FNLK members 20 additional chapter members	90 FNL members 70 CL members 40 FNLK members 20 additional chapter members
Youth-led substance use prevention activities	40 activities	40 activities	42 activities	42 activities	42 activities
Youth-led substance use prevention activities for adults	5	5	5	5	5
Peer-to peer trainings	5	5	5	5	5
Six-week	2	N/A	N/A	N/A	N/A



leadership academy					
Leadership academy participants	50	N/A	N/A	N/A	N/A
Red Ribbon Week (RRW) trainings	N/A	4	4	4	4
RRW participants	N/A	100	100	100	100
Media literacy skills trainings	600 youth	600 youth	600 youth	600 youth	600 youth
Advisor trainings	30 advisors	30 advisors	30 advisors	30 advisors	30 advisors
New chapters	2	2	4	2	2
Technical assistance sessions	160	160	170	175	175

F. OUTCOME MEASURES

CONTRACTOR shall work to achieve the following Outcome Measures by June 15, of each year unless otherwise noted:

1. By April 30, of each year, at least seventy-five percent (75%) of participants trained at the Leadership Workshop shall report increased knowledge of leadership skills.
2. By April 30, of each year, at least seventy-five percent (75%) of participants trained at the Leadership Workshop shall report increased confidence to use leadership skills in prevention activities.
3. At least seventy-five percent (75%) of participants trained shall report increased knowledge of refusal skills in relation to substance use.
4. At least seventy-five percent (75%) of participants trained shall report increased confidence to use refusal skills in relation to substance use.
5. At least seventy-five percent (75%) of participants trained shall report increased knowledge of decision-making skills in relation to substance use.
6. At least seventy-five percent (75%) of participants trained shall report increased confidence to use decision-making skills in relation to substance use.
7. At least seventy-five percent (75%) of FNL chapter members shall report having meaningfully participated in substance use prevention activities in their school or community.
8. At least seventy-five percent (75%) of CL chapter members shall report having meaningfully participated in substance use prevention activities in their school or community.
9. At least seventy-five percent (75%) of FNLK chapter members shall report having meaningfully participated in substance use prevention activities in their



- school or community.
10. At least seventy-five percent (75%) of FNL chapter members shall report increased confidence in their ability to engage in substance use prevention activities in their school or community.
 11. At least seventy-five percent (75%) of CL chapter members shall report increased confidence in their ability to engage in substance use prevention activities in their school or community.
 12. At least seventy-five percent (75%) of FNLK chapter members shall report increased confidence in their ability to engage in substance use prevention activities in their school or community.
 13. At least seventy-five percent (75%) of Youth Advisory Council members shall report increased level of involvement in providing guidance on countywide alcohol and other drug prevention initiatives.
 14. By October 22, of each year, at least seventy-five percent (75%) of RRW training participants shall report increased knowledge of substance use prevention strategies.
 15. By October 22, of each year, at least seventy-five percent (75%) of RRW training participants shall report increased confidence to actively contribute to their school or community in relation to substance use prevention.
 16. At least seventy-five percent (75%) of youth trained shall report increased media literacy in relation to the prevention of alcohol and other drugs.

G. SUPPORTING ACTIVITIES

CONTRACTOR shall, by June 15, of each year, provide the following supporting activities:

1. Thirteen (13) Community Collaborations;
2. Twenty five (25) Trainings;
3. Sixteen (16) Information Disseminations; and
4. Five (5) Media Inputs.”

This Amendment No. 6 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. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect.

SIGNATURE PAGE FOLLOWS



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. 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: ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AKA ORANGE COUNTY DEPARTMENT OF EDUCATION

Patricia McCaughey

Administrator, Business Operations

Print Name
DocuSigned by:
Patricia McCaughey
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