

1 CONTRACT FOR PROVISION OF  
 2 ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
 3 FRIDAY NIGHT LIVE PARTNERSHIP  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.  
 8 ORANGE COUNTY DEPARTMENT OF EDUCATION  
 9 JULY 1, 2020 THROUGH JUNE 30, ~~2023~~2025

10  
 11 THIS CONTRACT entered into this 1st day of July 2020 (effective date), is by and between the  
 12 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and  
 13 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A. ORANGE COUNTY  
 14 DEPARTMENT OF EDUCATION, a California local government agency (CONTRACTOR). COUNTY  
 15 and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as  
 16 “Parties.” This Contract shall be administered by the County of Orange Health Care Agency  
 17 (ADMINISTRATOR).

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 19 **W I T N E S S E T H:**

20  
 21 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
 22 Alcohol and Other Drug Prevention Services Friday Night Live Partnership described herein to the  
 23 residents of Orange County;

24 WHEREAS, COUNTY has a commitment to residents of Orange County to reduce the use of alcohol  
 25 and other drugs amongst Orange County youth under the age of twenty-one (21); and

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

28 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
 29 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** - July 1, 2020 through June 30, ~~2023~~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: ~~—~~ \$ ~~1,525~~                      \$2,675,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly In Arrears

**CONTRACTOR DUNS Number:** 12-114-7912

**CONTRACTOR TAX ID Number:** 95-6000943

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: Orange County Superintendent of Schools  
a.k.a. Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, California 92626  
Renee Hendrick, Associate Superintendent, Administrative Services

[rhendrick@ocde.us](mailto:rhendrick@ocde.us)

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## I. ACRONYMS

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

1		
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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADEPT	Alcohol and Drug Education and Prevention Team
10	G. ADL	Activities of Daily Living
11	H. ADP	Alcohol and Drug Program
12	I. AES	Advanced Encryption Standard
13	J. AFLP	Adolescent Family Life Program
14	K. AIDS	Acquired Immune Deficiency Syndrome
15	L. AIM	Access for Infants and Mothers
16	M. AMHS	Adult Mental Health Services
17	N. AOD	Alcohol and Other Drugs
18	O. ARRA	American Recovery and Reinvestment Act of 2009
19	P. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
20	Q. ASI	Addiction Severity Index
21	R. ASIST	Applied Suicide Intervention Skills Training
22	S. ASO	Administrative Services Organization
23	T. ASRS	Alcohol and Drug Programs Reporting System
24	U. BBS	Board of Behavioral Sciences
25	V. BCP	Business Continuity Plan
26	W. BH	Base Hospital
27	X. BHS	Behavioral Health Services
28	AA. CalWORKs	California Work Opportunity and Responsibility for Kids
29	AB. CAP	Corrective Action Plan
30	AC. CAT	Centralized Assessment Team
31	AD. CCC	California Civil Code
32	AE. CCLD	(California) Community Care Licensing Division
33	AF. CCR	California Code of Regulations
34	AG. CDCR	California Department of Corrections and Rehabilitation
35	AH. CDSS	California Department of Social Services
36	AI. CERC	Children's Emergency Receiving Center
37	AJ. CESI	Client Evaluation of Self at Intake

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

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



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

1	EP. PHI	Protected Health Information
2	EQ. PI	Personal Information
3	ER. PII	Personally Identifiable Information
4	ES. PRA	California Public Records Act
5	ET. PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and
6		Coordination Team
7	EU. PSC	Professional Services Contract
8	EV. PTRC	Paramedic Trauma Receiving Center
9	EW. QI	Quality Improvement
10	EX. QIC	Quality Improvement Committee
11	EY. RHAP	Refugee Health Assessment Program
12	EZ. RHEIS	Refugee Health Electronic Information System
13	FA. RN	Registered Nurse
14	FB. RSA	Remote Site Access
15	FC. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
16	FD. SD/MC	Short-Doyle Medi-Cal
17	FE. SIR	Self-Insured Retention
18	FF. SMA	Statewide Maximum Allowable (rate)
19	FG. SNF	Skilled Nursing Facility
20	FH. SR	Supervised Release
21	FI. SRP	Supervised Release Participant
22	FJ. SSA	County of Orange Social Services Agency
23	FK. SSI	Supplemental Security Income
24	FL. STP	Special Treatment Program
25	FM. SUD	Substance Use Disorder
26	FN. TA	Technical Assistance
27	FO. TAR	Treatment Authorization Request
28	FP. TAY	Transitional Age Youth
29	FQ. TB	Tuberculosis
30	FR. TBS	Therapeutic Behavioral Services
31	FS. TRC	Therapeutic Residential Center
32	FT. TTY	Teletypewriter
33	FU. TUPP	Tobacco Use Prevention Program
34	FV. UMDAP	Uniform Method of Determining Ability to Pay
35	FW. UOS	Units of Service
36	FX. USC	United States Code
37	FY. VOLAGs	Volunteer Agencies

1 FZ. W&IC California Welfare and Institutions Code  
 2 GA. WIC Women, Infants and Children

## 4 **II. ALTERATION OF TERMS**

5 A. This Contract, together with Exhibit A attached hereto and incorporated herein, fully expresses  
 6 the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this  
 7 Contract.

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

## 12 **III. ASSIGNMENT OF DEBTS**

13 Unless this Contract is followed without interruption by another Contract between the parties hereto  
 14 for the same services and substantially the same scope, at the termination of this Contract,  
 15 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons  
 16 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of  
 17 these persons, specifying the date of assignment, the County of Orange as assignee, and the address to  
 18 which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons,  
 19 shall be immediately given to COUNTY.  
 20

## 21 **IV. COMPLIANCE**

22 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
 23 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
 24 programs.  
 25

26 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
 27 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
 28 General Compliance and Annual Provider Trainings.

29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
 30 compliance program, code of conduct and any compliance related policies and procedures.  
 31 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be  
 32 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
 33 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.  
 34 These elements include:

- 35 a. Designation of a Compliance Officer and/or compliance staff.
- 36 b. Written standards, policies and/or procedures.
- 37 c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that the CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

**B. SANCTION SCREENING –** CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items

1 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
 2 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of  
 3 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or  
 4 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
 5 CONTRACTOR has elected to use its own).

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

7 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal  
 8 and state health care programs; or

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

12 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 13 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
 14 Contract.

15 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to  
 16 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its  
 17 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of  
 18 California health programs and have not been excluded or debarred from participation in any federal or  
 19 state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible  
 20 Person in their employ or under contract.

21 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 22 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 23 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
 24 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

31 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 32 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
 33 Such individual or entity shall be immediately removed from participating in any activity associated with  
 34 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
 35 CONTRACTOR for services provided by ineligible person or individual.

36 //

37 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the

1 overpayment is verified by ADMINISTRATOR.

2 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance  
3 Training available to Covered Individuals.

4 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
5 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
6 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
7 representative to complete the General Compliance Training when offered.

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

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

11 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
12 copies of training certification upon request.

13 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
14 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
15 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
16 CONTRACTOR shall provide copies of the certifications.

17 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider  
18 Training, where appropriate, available to Covered Individuals.

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
20 Individuals relative to this Contract.

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

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

24 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
25 provide copies of the certifications upon request.

26 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
27 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group  
28 setting while CONTRACTOR shall retain the certifications. Upon written request by  
29 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

30 E. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
31 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the  
32 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
33 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
34 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such  
35 default.

36 //

37 **V. CONFIDENTIALITY**

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

5 B. Prior to providing any services pursuant to this Contract, all members of the CONTRACTOR's  
6 governing body or its designee or authorized agent, employees, consultants, subcontractors, volunteers  
7 and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the  
8 confidentiality of any and all information and records which may be obtained in the course of providing  
9 such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or  
10 terminations of CONTRACTOR's governing body members or its designee or authorized agent,  
11 employees, consultants, subcontractors, volunteers and interns.

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

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

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

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

## 26 VI. COST REPORT

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

37 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time

1 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
2 following:

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

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

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

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

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

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

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



1 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

17  
18 Signed \_\_\_\_\_  
19 Name \_\_\_\_\_  
20 Title \_\_\_\_\_  
21 Date \_\_\_\_\_"

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

24 A. CONTRACTOR certifies that it and its principals:

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

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

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

36 //

37 4. Have not within a three-year period preceding this Contract had one or more public

1 transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

18 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
19 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
20 new owners shall be required under the terms of sale or other instruments of transfer to assume  
21 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction  
22 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
23 the prior written consent of COUNTY.

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

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

36 3. If CONTRACTOR is a governmental organization, any change to another structure,  
37

1 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
2 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
3 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
4 subparagraph shall be void.

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

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

13 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY  
14 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to  
15 COUNTY for the provision of services under the Contract.

16 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means  
17 of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the  
18 requirements of this Contract as they relate to the service or activity under subcontract, include any  
19 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR  
20 prior to the beginning of service delivery.

21 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
22 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
23 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
24 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

25 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
26 pursuant to this Contract.

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

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

32 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status  
33 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also  
34 obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against  
35 COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under  
36 the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may  
37 arise prior to or during the period of Contract performance. While CONTRACTOR will be required to

1 provide this information without prompting from COUNTY any time there is a change in  
2 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an  
3 update to COUNTY of its status in these areas whenever requested by COUNTY.

4  
5 **IX. DISPUTE RESOLUTION**

6 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
7 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
8 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
9 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

10 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a  
11 final decision regarding the disposition of any dispute between the Parties arising under, related to, or  
12 involving this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

13 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
14 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand  
15 a written statement signed by an authorized representative indicating that the demand is made in good  
16 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects  
17 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

18 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,  
19 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,  
20 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed  
21 diligently shall be considered a material breach of this Contract.

22 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
23 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision  
24 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
25 decision adverse to CONTRACTOR's contentions.

26 D. This Contract has been negotiated and executed in the State of California and shall be governed  
27 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
28 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
29 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such  
30 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree  
31 to waive any and all rights to request that an action be transferred for adjudication to another county.

32 //  
33 //  
34 //

35 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

36 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
37 regarding the employment of aliens and others and to ensure that employees, subcontractors, and

1 consultants performing work under this Contract meet the citizenship or alien status requirements set forth  
 2 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and  
 3 consultants performing work hereunder, all verification and other documentation of employment  
 4 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
 5 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they  
 6 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
 7 employees, subcontractors, and consultants for the period prescribed by the law.

## 8 9 XI. EQUIPMENT

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

21 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any  
 22 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall  
 23 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
 24 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
 25 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased  
 26 asset in an Equipment inventory.

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

31 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with  
 32 funds paid through this Contract, including date of purchase, purchase price, serial number, model and  
 33 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,  
 34 //  
 35 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
 36 cost, if any.

37 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical

1 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
2 or all Equipment to COUNTY.

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

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

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

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

## 13 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

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

## 25 **XIII. INDEMNIFICATION AND INSURANCE**

26 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
27 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
28 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
29 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
30 including but not limited to personal injury or property damage, arising from or related to the services,  
31 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
32 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
33 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
34 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
35 a jury apportionment.  
36  
37

1 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all  
 2 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
 3 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.  
 4 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on  
 5 deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing  
 6 work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same  
 7 terms and conditions as set forth herein for CONTRACTOR.

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

17 D. All SIRs shall be clearly stated on the COI. If CONTRACTOR is self-insured, CONTRACTOR,  
 18 in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of  
 19 the following:

20 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
 21 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
 22 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole cost  
 23 and expense with counsel approved by Board of Supervisors against same; and

24 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any  
 25 duty to indemnify or hold harmless; and

26 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
 27 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be  
 28 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

29 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of  
 30 this Contract, the COUNTY may terminate this Contract.

31 F. QUALIFIED INSURER

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

37 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of

1 Risk Management retains the right to approve or reject a carrier after a review of the company's  
2 performance and financial ratings.

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

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

20 H. REQUIRED COVERAGE FORMS

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

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

25 I. REQUIRED ENDORSEMENTS

26 1. The Commercial General Liability policy shall contain the following endorsements, which  
27 shall accompany the COI:

28 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as  
29 broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees*  
30 as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**  
31 **AGREEMENT.**

32 //

33 //

34 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
35 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-  
36 insurance maintained by the County of Orange shall be excess and non-contributing.

37 J. All insurance policies required by this ~~Agreement~~ Contract shall waive all rights of subrogation



1 against the County of Orange and members of the Board of Supervisors, its elected and appointed officials,  
2 officers, agents and employees when acting within the scope of their appointment or employment.

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

7 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
8 cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation  
9 notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of  
10 CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

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

13 N. Insurance certificates should be forwarded to the agency/department address listed on the  
14 solicitation.

15 O. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
16 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be  
17 made to the next qualified vendor.

18 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance  
19 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in  
20 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect  
21 COUNTY.

22 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
23 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
24 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,  
25 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
26 to all legal remedies.

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

### 30 S. SUBMISSION OF INSURANCE DOCUMENTS

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

32 a. Prior to the start date of this Contract.

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

34 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
35 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

4 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
 5 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the  
 6 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
 7 submitted to ADMINISTRATOR.

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

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

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

### 17 **XIII. INSPECTIONS AND AUDITS**

18 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 19 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 20 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
 21 access to any books, documents, and records, including but not limited to, financial statements, general  
 22 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
 23 pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit,  
 24 review, evaluation, or examination, or making transcripts during the periods of retention set forth in the  
 25 Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable  
 26 times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in  
 27 which they are provided.

28 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 29 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract,  
 30 and shall provide the above-mentioned persons adequate office space to conduct such evaluation or  
 31 monitoring.

#### 32 **C. AUDIT RESPONSE**

33 1. Following an audit report, in the event of non-compliance with applicable laws and  
 34 regulations governing funds provided through this Contract, COUNTY may terminate this Contract  
 35 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 36 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
 37

1 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

#### 18 **XIV. LICENSES AND LAWS**

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

#### 27 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

28 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of  
29 the award of this Contract:

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

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

35 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
36 state reporting requirements regarding its employees;  
37

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

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

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

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

- 15 1. ARRA of 2009.
- 16 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 17 3. CCC §§1798.80 through 1798.84, Customer Records.
- 18 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 19 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social  
20 Security.
- 21 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse  
22 Master Plans
- 23 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 24 8. HSC, §11876, Narcotic Treatment Programs.
- 25 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.
- 26 10. Code of Federal Regulations, Title 42, Public Health.
- 27 11. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 28 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 29 13. 41 CFR 50, Public Contracts and Property Management
- 30 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 31 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse  
32 prevention and treatment block grants and/or projects for assistance in transition from  
33 homelessness grants.
- 34 16. 45 CFR 93, New Restrictions on Lobbying.
- 35 17. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 36 18. 45 CFR 96.132, Additional Agreements.
- 37 19. 45 CFR 96.135, Restrictions on Expenditure of Grant.

- 1 20. 45 CFR 160, General Administrative Requirements.
- 2 21. 45 CFR 162, Administrative Requirements.
- 3 22. 45 CFR 164, Security and Privacy.
- 4 23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 5 24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 6 25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act of 2000
- 7 26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 8 Contracting and Financial Transactions.
- 9 27. 31 USC §§7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 10 Uniform Administrative Requirements, Cost Principles, and Audit Requirements
- 11 for Federal Awards
- 12 28. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 13 National Institute on Drug Abuse.
- 14 29. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 15 Administration.
- 16 30. 42 USC §290dd-2, Confidentiality of Records.
- 17 31. 42 USC §1320(a), Uniform reporting systems for health services facilities
- 18 and organizations.
- 19 32. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 20 33. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 21 34. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 22 35. 42 USC §2000d, Civil Rights Act of 1964.
- 23 36. U.S. Department of Health and Human Services, National Institutes of Health (NIH),
- 24 Grants Policy Statement (10/13).
- 25 37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for
- 26 Co-Occurring Disorders, Mental Health Services Oversight and Accountability
- 27 Commission, 1/17/08
- 28 38. State of California, Department of Alcohol and Drug Programs Audit Assistance
- 29 Guide Manual
- 30 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
- 31 Program Certification Standards, March 2004.

//

### **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

34 A. Any written information or literature, including educational or promotional materials, distributed  
 35 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this  
 36 Contract must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR  
 37 before distribution. For the purposes of this Contract, distribution of written materials shall include, but

1 not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as  
2 the Internet.

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

6 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
7 available social media sites) in support of the services described within this Contract, CONTRACTOR  
8 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon  
9 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used  
10 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall  
11 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media  
12 developed in support of the services described within this Contract. CONTRACTOR shall also include  
13 any required funding statement information on social media when required by ADMINISTRATOR.

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

16 E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful  
17 use of drugs or alcohol associated with the services provided pursuant to this Contract, as specified in  
18 HSC, §11999-11999.3.

## 19 20 **XVII. MAXIMUM OBLIGATION**

21 The Total Maximum Obligation of COUNTY for services provided in accordance with this Contract,  
22 and the separate Maximum Obligations for each period under this Contract, are as specified in the  
23 Referenced Contract Provisions of this Contract.

## 24 25 **XVIII. MINIMUM WAGE LAWS**

26 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
27 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
28 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to  
29 this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors  
30 or other persons providing services pursuant to this Contract on behalf of  
31 //  
32 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
33 Wage.

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

37 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,

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

## 4 5 **XVIII. NONDISCRIMINATION**

### 6 **A. EMPLOYMENT**

7 1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not  
 8 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 9 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 10 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
 11 orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR  
 12 and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully  
 13 discriminate against any employee or applicant for employment because of his/her race, religious creed,  
 14 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic  
 15 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or  
 16 military and veteran status.

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

21 3. CONTRACTOR shall not discriminate between employees with spouses and employees with  
 22 domestic partners, or discriminate between domestic partners and spouses of those employees, in the  
 23 provision of benefits.

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

27 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 28 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
 29 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
 30 disability, medical condition, genetic information, marital status, sex, gender, gender  
 31 //  
 32 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
 33 shall be deemed fulfilled by use of the term EOE.

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

1 for employment.

2 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
 3 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 4 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
 5 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,  
 6 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education  
 7 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964  
 8 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,  
 9 Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information  
 10 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
 11 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
 12 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph,  
 13 Discrimination includes, but is not limited to the following based on one or more of the factors identified  
 14 above:

- 15 1. Denying a client or potential client any service, benefit, or accommodation.
- 16 2. Providing any service or benefit to a client which is different or is provided in a different  
 17 manner or at a different time from that provided to other clients.
- 18 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
 19 others receiving any service or benefit.
- 20 4. Treating a client differently from others in satisfying any admission requirement or condition,  
 21 or eligibility requirement or condition, which individuals must meet in order to be provided any service  
 22 or benefit.
- 23 5. Assignment of times or places for the provision of services.

24 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients  
 25 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints  
 26 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
 27 ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.

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

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

34 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with  
 35 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented  
 36 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et  
 37 seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination



1 against qualified persons with disabilities in all programs or activities; and if applicable, as implemented  
 2 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding  
 3 legislation.

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

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

### 12 **XIX. NOTICES**

13 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
 14 authorized or required by this Contract shall be effective:

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

18 2. When faxed, transmission confirmed;

19 3. When sent by Email; or

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

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

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

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

### 32 **XXI. NOTIFICATION OF DEATH**

33 A. Upon becoming aware of the death of any person served pursuant to this Contract,  
 34 CONTRACTOR shall immediately notify ADMINISTRATOR.

35 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the  
 36

1 name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
2 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

3 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
4 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served  
5 pursuant to this Contract; provided, however, weekends and holidays shall not be included for purposes  
6 of computing the time within which to give telephone notice and, notwithstanding the time limit herein  
7 specified, notice need only be given during normal business hours.

8 2. WRITTEN NOTIFICATION

9 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via  
10 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware  
11 of the death due to non-terminal illness of any person served pursuant to this Contract.

12 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
13 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within  
14 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant  
15 to this Contract.

16 C. If there are any questions regarding the cause of death of any person served pursuant to this  
17 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to  
18 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
19 Notification of Death Paragraph.

20  
21 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

29 //

30 //

31 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

32 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of  
33 this Contract, prepare, maintain and manage records appropriate to the services provided and in  
34 accordance with this Contract and all applicable requirements.

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

37 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,

1 preparation, and confidentiality of records related to Client records are met at all times.

2 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
3 commencement of the contract, unless a longer period is required due to legal proceedings such as  
4 litigations and/or settlement of claims.

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

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

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

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

### 15 16 **XXIII. RESEARCH AND PUBLICATION**

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

### 20 21 **XXIV. SEVERABILITY**

22 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
23 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
24 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
25 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
26 force and effect, and to that extent the provisions of this Contract are severable.

### 27 28 **XXVI. SPECIAL PROVISIONS**

29 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
30 purposes:

- 31 1. Making cash payments to intended recipients of services through this Contract.
- 32 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
33 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
34 of appropriated funds to influence certain federal contracting and financial transactions).
- 35 3. Fundraising.
- 36 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
37 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

1 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body  
2 for expenses or services.

3 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
4 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
5 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

6 7. Paying an individual salary or compensation for services at a rate in excess of the current  
7 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule  
8 may be found at [www.opm.gov](http://www.opm.gov).

9 8. Severance pay for separating employees.

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

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

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

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

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

19 14. Promoting the legalization of any drug or other substance included in Schedule 1 of the  
20 Controlled Substance Act (21 USC 812).

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

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

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

25 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
26 shall not use the funds provided by means of this Contract for the following purposes:

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

28 2. Making phone calls outside of the local area unless documented to be directly for the purpose  
29 of client care.

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

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

33 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
34 CONTRACTOR's clients.

35 C. Neither party shall be responsible for delays or failures in performance resulting from acts beyond  
36 the control of the affected party. Such acts shall include, but not be limited to, acts of God, fire, flood,  
37 earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public related

1 utility, or governmental statutes or regulations imposed after the fact.

### 2 3 **XXVII. STATUS OF CONTRACTOR**

4 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
5 wholly responsible for the manner in which it performs the services required of it by the terms of this  
6 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants  
7 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of  
8 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of  
9 CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes  
10 exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they  
11 relate to the services to be provided during the course and scope of their employment. CONTRACTOR,  
12 its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of  
13 COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

### 14 15 **XXVIII. TERM**

16 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of  
17 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the  
18 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this  
19 Contract; provided, however, CONTRACTOR shall be obligated to perform such duties as would  
20 normally extend beyond this term, including but not limited to, obligations with respect to confidentiality,  
21 indemnification, audits, reporting and accounting.

22 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or  
23 holiday may be performed on the next regular business day.

### 24 25 **XXVIII. TERMINATION**

26 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted  
27 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance  
28 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and  
29 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by  
30 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the  
31 Contract could be terminated.

32 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of  
33 any of the following events:

- 34 1. The loss by CONTRACTOR of legal capacity.
- 35 2. Cessation of services.
- 36 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
37 another entity without the prior written consent of COUNTY.

1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
2 required pursuant to this Contract.

3 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
4 Contract.

5 6. The continued incapacity of any physician or licensed person to perform duties required  
6 pursuant to this Contract.

7 7. Unethical conduct or malpractice by any physician or licensed person providing services  
8 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
9 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
10 Contract.

#### 11 C. CONTINGENT FUNDING

12 1. Any obligation of COUNTY under this Contract is contingent upon the following:

13 a. The continued availability of federal, state and county funds for reimbursement of  
14 COUNTY's expenditures, and

15 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
16 approved by the Board of Supervisors.

17 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
18 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given  
19 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
20 CONTRACTOR shall not be obligated to accept the renegotiated terms.

21 D. In the event this Contract is suspended or terminated prior to the completion of the term as  
22 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its  
23 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced term  
24 of the Contract.

25 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

30 3. Until the date of termination, continue to provide the same level of service required by this  
31 Contract.

32 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
33 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
34 orderly transfer.

35 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with  
36 Client's best interests.

37 6. If records are to be transferred to COUNTY, pack and label such records in accordance with

1 | directions provided by ADMINISTRATOR.

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

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

10 | 9. Provide written notice of termination of services to each Client being served under this  
11 | Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
12 | termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
13 | day period.

14 | F. Either party may terminate this Contract, without cause, upon thirty (30 calendar days') written  
15 | notice given to the other party. The rights and remedies of COUNTY provided in this Termination  
16 | Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or  
17 | under this Contract.

18 |  
19 | **XXIX. THIRD PARTY BENEFICIARY**

20 | Neither party hereto intends that this Contract shall create rights hereunder in third parties including,  
21 | but not limited to, any subcontractors or any clients provided services pursuant to this Contract.

22 |  
23 | **XXXI. WAIVER OF DEFAULT OR BREACH**

24 | Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
25 | subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
26 | Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
27 | default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
28 | Contract.

29 | //

1 IN WITNESS WHEREOF, the parties have executed this Contract, in the County of Orange, State of  
2 California.

3  
4 **ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**  
5 **A.K.A. ORANGE COUNTY DEPARTMENT OF EDUCATION**

6  
7  
8 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

9  
10 TITLE: \_\_\_\_\_

11  
12  
13  
14 COUNTY OF ORANGE

15 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

16 PURCHASING AGENT/DESIGNEE

17  
18  
19 APPROVED AS TO FORM  
20 OFFICE OF THE COUNTY COUNSEL  
21 ORANGE COUNTY, CALIFORNIA

22  
23 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

24 DEPUTY

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



1 EXHIBIT A  
 2 TO CONTRACT FOR PROVISION OF  
 3 ALCOHOL AND OTHER DRUG PREVENTION SERVICES  
 4 FRIDAY NIGHT LIVE PARTNERSHIP  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A.  
 9 ORANGE COUNTY DEPARTMENT OF EDUCATION  
 10 JULY 1, 2020 THROUGH JUNE 30, ~~2023~~2025

11 **I. DEFINITIONS**

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

14 ~~A. —A.—~~ Action Plan: -A form documenting key tasks that must be completed to create change.  
 15 Action ~~Plans~~plans detail how resources are to be used to get the planned work done.

16 ~~B. —B.—~~ Activity: -An organized function designed to advance a prevention ~~strategy~~Strategy or  
 17 objective.

18 ~~C. —C.—~~ Alcohol and Drug Education and Prevention Team (ADEPT): A County of Orange Health  
 19 Care Agency team ~~reporting to the Prevention and Intervention Division of Behavioral~~within Mental  
 20 Health ~~and Recovery~~ Services.

21 ~~D. —D.—~~ ADEPT Provider Manual: - The Provider Manual designed by ADEPT to describe the  
 22 specific services to be performed by AOD providers. -It provides guidance, instructions, Goals, Outcome  
 23 Measures, Units of Service, and Evaluation components.

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

31 ~~—F. Chapter: A term used in certain youth prevention programs that refers to a group of young people  
 32 and their adult advisor who work together to make a positive impact in their school and community. A  
 33 chapter is youth driven and led, and serves as the hub of communication, training, and learning  
 34 opportunities.~~

35 ~~F. —G.—~~ Collaboration: -A process of participation through which people, groups, and agencies; work  
 36 toward prevention goals.  
 37

1 ~~G. — H. —~~ Department of Health Care Services (DHCS): - The single state agency responsible for  
2 administering and coordinating the State's efforts in substance use disorders.

3 ~~H. — I. —~~ Educational Workshop: -A prevention activity involving the Presentation of information on  
4 substance use/abuse issues with an emphasis on interaction and the exchange of information among  
5 participants.

6 ~~I. — J. —~~ Evaluation: - Systematic collection, analysis, and use of program information for multiple  
7 purposes, including monitoring, program improvement, outcome assessment, and planning.

8 ~~J. — K. —~~ Evaluation Plan: -The systematic blueprint detailing the evaluation aspects of the project.

9 ~~— L. —~~ Faith Based Organization (FBO): ~~A generic term that refers to any organization, group or~~  
10 ~~congregation (such as a church, synagogue, parish, mosque, or temple) that has a faith element integrated~~  
11 ~~into its structure.~~

12 ~~K. — M. —~~ Goal: -A broad statement of what the program aims to accomplish.

13 ~~L. — N. —~~ Information Dissemination: ~~A one~~One-way communication, direct from the source to the  
14 audience that provides information about a prevention issue and is designed to create awareness and  
15 knowledge of that issue.

16 ~~M. — O. —~~ Institute of Medicine (IOM) Model of or Framework for Prevention: - A classification of  
17 prevention services adopted by the IOM, where prevention programs are organized along a targeted  
18 audience continuum; and prevention intervention is based on a combination of Riskrisk and Protective  
19 ~~Factors~~protective factors associated with substance abuse. This continuum is divided into prevention,  
20 treatment, and maintenance categories, and the prevention category is divided into universal, selective, and  
21 indicated prevention classifications.

22 ~~N. — P. —~~ Media Input: - A form of communication that is prepared with the intent of increasing public  
23 awareness/support for a prevention project, service or activity. -There are two basic types of Media Inputs  
24 stated below. - In the second type, it is crucial that the item is displayed in a public venue with high traffic,  
25 e.g., a popular retail establishment, a public library, or a school campus.

26 ~~— 1. —~~ An item submitted for publication to an established media outlet (a newspaper, radio or  
27 television station), and

28 ~~— 2. —~~ An item designed to be publicallypublicly displayed to a wide audience (a billboard or  
29 banner).

30 ~~O. — Q. —~~ Media Literacy: An examination of the techniques, technologies and institutions that are  
31 involved in media production, the ability to critically analyze media messages and a recognition of the role  
32 that audiences play in making meaning from those messages.

33 ~~P. — R. —~~ Outcome: - Measurable change that occurs as a result of a program's overall performance in  
34 implementing its planned ~~services.~~Activities.

35 ~~Q. — S. —~~ Outcome Measure: -A statement that specifies the ~~measureable~~measurable result or direct  
36 impact of a program or activity in reference to a quantitative criterion and a timeframe.

37 ~~— T. —~~ Primary Prevention Substance Use Disorder Data Service (PPSDS): ~~The State Department of~~

~~Health Care Services data collection and outcome measurement system.~~

~~R. —V.—~~ 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. —W.—~~ Social Media: -A group of ~~Internet~~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. —X.—~~ ~~Strategic Prevention Framework:—The~~ Strategic Prevention Framework (SPF) ~~is~~: SAMHSA's five-step systematic community-based approach, which aims to ensure that substance abuse prevention programs can and do produce results.

~~V. —Y.—~~ Strategy: -A method, approach, or activity chosen to bring about a desired prevention Outcome.

~~W. —Z.—~~ Sustainability:- The process through which a prevention system becomes a norm and is integrated into on-going operations.

~~X. —AA.—~~ Technical Assistance (TA):- Services provided by ~~professional~~staff ~~intended~~ to provide guidance to prevention programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention activities.

~~Y. —AB.—~~ Training: -An instructional process that is intended to impart the knowledge, skills, and competencies required for the performance of a particular job, project, or task. Training is a skill building ~~activity~~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.

~~XX. Units of Service:—The number and/or type of activities the CONTRACTOR will fulfill during a Contractual period.~~

~~Z. AC.~~ 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.

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**II. BUDGET**

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

		Period Five	Total
	<u>PERIOD</u>		
	<u>THREE</u> Period		
	<u>Four</u>		
ADMINISTRATIVE COST			
— Indirect <del>Costs</del>	\$ <del>49,165</del>	\$ 49,165	\$ 228,645
SUBTOTAL ADMINISTRATIVE COST	\$ <del>49,165</del>	\$ 49,165	\$ 228,645
PROGRAM COST			
— Salaries	\$ <del>231,127</del> 252,818	\$270,395	\$1,123,656
— Benefits	<del>123,042</del> 132,807	146,067	\$ 630,556
— Services and Supplies	<del>133,266</del> 100,611	69,773	\$ 516,144
— <del>Subcontractor</del> Subcontracts	<del>38,400</del> 39,600	<u>39,600</u>	<u>\$ 176,000</u>
SUBTOTAL PROGRAM COST	\$525,835	\$525,835	\$2,446,355
		\$575,000	\$2,675,000
TOTAL <del>GROSS</del> COST	\$575,000		
 <u>REVENUE</u>			
— <u>SAPTBG</u>			<u>\$575,000</u>

~~TOTAL REVENUE~~~~\$575,000~~~~TOTAL AMOUNT NOT TO EXCEED~~

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

#

#### C. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

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

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>R&amp;D Award (Y/N)</u>
93.959	T110062-19	SAPT BG	HHS	FFY 20 (10/1/19 to 6/30/21)	\$475,000	N

CFDA Year: 2017

CFDA No.: 93.959

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

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

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

Amount: \$475,000 (estimated)

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

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

6 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
7 Paragraph of this Exhibit A to the Contract.

### 8 9 **III. CULTURAL COMPETENCY**

10 CONTRACTOR shall provide services pursuant to this Contract in a manner that is culturally and  
11 linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of  
12 such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or  
13 other applicable Training; recruitment and hiring policies and procedures; copies of literature in multiple  
14 languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for,  
15 and sensitivity to, persons who are physically challenged.

16 #

17 #

### 18 **IV. PAYMENTS**

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

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

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

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

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

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

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

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

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

## 21 **V. REPORTS**

### 22 **A. FISCAL**

23 1. Expenditure-Revenue Report – CONTRACTOR shall submit Expenditure and Revenue  
 24 Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form  
 25 approved or provided by ADMINISTRATOR, and shall report actual costs and revenue for each of the  
 26 CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to  
 27 the Contract. These reports are due to ADMINISTRATOR by the twentieth (20th) calendar day of each  
 28 month following the end of the month being reported.

29 2. Year-End Projection Report – CONTRACTOR shall provide monthly, year-end projections  
 30 that shall include year-to-date actual costs and revenues, and anticipated year-end actual costs and  
 31 revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the  
 32 Contract, and shall be on a form approved or provided by ADMINISTRATOR. Year-End Projection  
 33 Reports will be submitted in conjunction with the monthly Expenditure and Revenue Reports and are due  
 34 to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month  
 35 being reported.

36 3. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in  
 37

1 support of the monthly invoice. These reports shall be on a form approved or provided by  
 2 ADMINISTRATOR and shall, at a minimum include actual hours worked by each staff member. These  
 3 reports are due to ADMINISTRATOR by twentieth (20th) calendar day of each month following the end  
 4 of the month being reported and are to be submitted in conjunction with the monthly Expenditure and  
 5 Revenue and Year-End Projection Reports.

6 B. PROGRAMMATIC

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

14 a. Period ~~One~~Four reports:

15 Quarter 1: –July 1, ~~2020~~2023 through September 30, ~~2020~~2023, due October 15,  
 16 ~~2020~~2023;

17 Quarter 2: –October 1, ~~2020~~2023 through December 31, ~~2020~~2023, due January 15,  
 18 ~~2021~~2024; and

19 Quarter 3: –January 1, ~~2021~~2024 through March 31, ~~2021~~2024, due April 15, ~~2021~~2024.

20 b. Period ~~Two~~Five reports:

21 Quarter 1: –July 1, ~~2021~~2024 through September 30, ~~2021~~2024, due October 15,  
 22 ~~2021~~;2024

23 Quarter 2: –October 1, ~~2021~~2024 through December 31, ~~2021~~2024, due January 15,  
 24 ~~2022~~2025; and

25 Quarter 3: –January 1, ~~2022~~2025 through March 31, ~~2022~~2025, due April 15, ~~2022~~2025.

26 ~~c.—Period Three reports:~~

27 ~~Quarter 1: July 1, 2022 through September 30, 2022, due October 15, 2022;~~

28 ~~Quarter 2: October 1, 2022 through December 31, 2022, due January 15, 2023; and~~

29 ~~Quarter 3: January 1, 2023 through March 31, 2023, due April 15, 2023.~~

30 ~~2.—~~ 2. Fourth Quarter/Year-End Report – CONTRACTOR shall submit a Fourth  
 31 Quarter/Year-End Report to ADMINISTRATOR for Period ~~One~~Four by July 31, ~~2021~~2024 and Period  
 32 ~~Two~~Five by July 31, ~~2022 and Period Three by July 31, 2023.~~2025. The report shall include an Evaluation  
 33 section which shall contain, but not be limited to, an analysis of ~~the~~ effectiveness of the AOD prevention  
 34 strategies implemented toward reaching Outcome Measures and Units of Service, a discussion of  
 35 successes, barriers encountered, and recommendations for future projects. -CONTRACTOR shall use the  
 36 report format provided by ADMINISTRATOR.

37 3.—~~Primary Prevention Substance Use Disorder~~ Data ~~Service (PPSDS)~~ ~~Collection~~ -



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

7 C. CONTRACTOR shall submit additional reports to ADMINISTRATOR as requested. These  
 8 reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR will be  
 9 specific as to the nature of the information requested and allow thirty (30) calendar days for  
 10 CONTRACTOR to respond.

11 D. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely  
 12 completion, and coordination of all reports and services provided pursuant to this Contract.  
 13 CONTRACTOR shall review the reasonableness and accuracy of information prior to making any  
 14 recommendation, or incorporating such data into any report required hereunder.

15 E. All reports, drawings, specifications, data, and other incidental work or materials furnished by  
 16 CONTRACTOR hereunder shall become and remain the property of COUNTY, and may be used by  
 17 COUNTY as it may require, without any additional cost to COUNTY.

18 F. CONTRACTOR shall not use reports produced as the result of these services, or data obtained  
 19 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.  
 20 All reports shall indicate that the County of Orange Health Care Agency – Alcohol and Drug Education  
 21 and Prevention Team funds CONTRACTOR’s services.

22 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports  
 23 Paragraph of this Exhibit A to the Contract.

## 24 **VI. SERVICES**

25  
 26 A. CONTRACTOR shall provide youth-focused AOD prevention services throughout Orange  
 27 County, in accordance with, and as defined in the ADEPT Provider Manual furnished by  
 28 ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

- 29 1. Support of ~~COUNTY’s fiscal year 2018-2023 Alcohol and Other Drug Prevention Strategic~~  
 30 ~~Plan~~COUNTY and California Department of Health Care Services prevention goals and objectives;  
 31 2. Alignment with the SPF process; and  
 32 3. Alignment with CSAP prevention strategies.

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

36 C. CONTRACTOR shall work with youth, faculty, parents, volunteers, and students of Orange  
 37 County public and private high schools, junior high schools, middle schools, alternative schools, special

1 education schools, elementary schools, faith-based organizations and youth-focused community groups  
2 in all areas of Orange County.

3 1. CONTRACTOR shall actively recruit and support youth participation in prevention services  
4 provided. Prior to distribution, CONTRACTOR shall review materials, messages, and products designed  
5 by youth for appropriateness and effectiveness.

6 2. CONTRACTOR shall make its best efforts to provide services pursuant to the Contract in a  
7 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall  
8 maintain documentation of such efforts which may include, but not be limited to: records of procedures;  
9 copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken  
10 to enhance accessibility for, and sensitivity to, persons who are physically challenged.

#### 11 D. ROLE OF CONTRACTOR

12 1. CONTRACTOR shall provide AOD prevention services as described herein, through  
13 delivery of the FNLP, which includes FNL, CL, and FNL Kids. FNLP builds partnerships for positive and  
14 healthy youth development which engage youth as active leaders and resources in their communities.  
15 Youth build leadership skills while implementing AOD prevention activities that serve their school and  
16 their community.

17 a. FNL is a youth development program serving youth ages thirteen to eighteen (13-18)  
18 years.

19 b. CL is a youth development program serving youth ages eleven to thirteen (11 to 13) years

20 #

21 c. FNL Kids is a youth development program for youth ages eight to eleven (8 to 11) years

22 2. CONTRACTOR shall adhere to the Standards of Practice adopted by the California Friday  
23 Night Live Partnership (CFNLP). The Standards of Practice state that program participants will  
24 experience a safe environment; have opportunities for involvement and connection to the community and  
25 school; have opportunities for leadership; have opportunities to engage in meaningful skill-building  
26 activities that are designed to capture the interest of young people; and have opportunities for caring and  
27 meaningful relationships with adults.

#### 28 E. UNITS OF SERVICE:

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

31 1. By April 30, ~~2021~~ of each year, coordinate a Leadership Workshop with one hundred fifty  
32 (150) FNL members on leadership skills.

33 2. By April 30, ~~2021~~ of each year, coordinate a Leadership Workshop with one hundred  
34 ~~(100)~~forty (140) CL members on leadership skills.

35 3. By April 30, ~~2021~~ of each year, coordinate a Leadership Workshop with ~~one hundred~~  
36 ~~(100)~~sixty (60) FNLK members on leadership skills.

37 4. By April 30, ~~2022~~ of each year, coordinate a Leadership Workshop with ~~one hundred ninety~~

1 ~~(190) FNL~~ an additional twenty (20) chapter members on leadership skills.

2 ~~5. By April 30, 2022, coordinate a Leadership Workshop with one hundred and five (105) CL~~  
3 ~~members on leadership skills.~~

4 ~~6. By April 30, 2022, coordinate a Leadership Workshop with fifty five (55) FNLK members~~  
5 ~~on leadership skills.~~

6 ~~7. By April 30, 2023, coordinate a Leadership Workshop with one hundred ninety (190) FNL~~  
7 ~~members on leadership skills.~~

8 ~~8. By April 30, 2023, coordinate a Leadership Workshop with one hundred and fifteen (115)~~  
9 ~~CL members on leadership skills.~~

10 ~~5~~ ~~9. By April 30, 2023, coordinate a Leadership Workshop with sixty five (65) FNLK~~  
11 ~~members on leadership skills.~~

12 ~~10. Train ninety (90) FNL members on refusal and decision-making skills in relation to substance~~  
13 ~~use.~~

14 ~~11~~6. Train seventy (70) CL members on refusal and decision-making skills in relation to  
15 substance use.

16 ~~12~~7. Train forty (40) FNLK members on refusal and decision-making skills in relation to  
17 substance use.

18 ~~13. By June 15, 2023, train~~8. Train an additional twenty (20) chapter members on refusal  
19 and decision-making skills in relation to substance use.

20 ~~9.~~ ~~14. Establish and maintain a Youth Advisory Council consisting of~~ Recruit FNL  
21 chapter members throughout Orange County.

22 ~~15. By June 15, 2021 and 2022, collaborate with chapters, using the principles of youth~~  
23 ~~development, to implement at least forty (40) youth-led substance use prevention activities which support~~  
24 ~~the goals identified in HCA's 2018-2023 Alcohol and Other Drug Prevention Strategic Plan~~ maintain a  
25 Youth Advisory Council.

26 ~~16. By June 15, 2023, collaborate~~ 10. Collaborate with chapters, using the  
27 principles of youth development, to implement at least forty-two (42) youth-led substance use prevention  
28 activities ~~which support the goals identified in HCA's 2018-2023 Alcohol and Other Drug Prevention~~  
29 ~~Strategic Plan~~ that support the prevention of youth substance use.

30 ~~17~~11. Collaborate with chapters to conduct five (5) youth-led substance use prevention  
31 activities designed for adult community members.

32 ~~18~~12. Collaborate with chapters to implement five (5) peer-to-peer trainings in relation to  
33 substance use prevention.

34 ~~19. By June 15, 2021, coordinate a minimum of two (2) six-week leadership academies for youth.~~

35 ~~20. By June 15, 2021, a minimum of fifty (50) youth shall participate in a leadership academy,~~  
36 ~~whereas at least fifty percent (50%) of youth are from high need areas or are at higher risk of substance~~  
37 ~~use.~~

1 ~~21~~13. By October 22, ~~2021~~ of each year, conduct a minimum of four (4) Red Ribbon Week  
 2 (RRW) trainings for youth leadership groups or clubs, whereby at least two (2) of the trainings shall be  
 3 conducted for groups/clubs in high-need areas or for youth at higher risk of substance use.

4 ~~22~~14. By October ~~21, 2022~~, conduct a minimum ~~22~~, of ~~four (4) RRW trainings for youth~~  
 5 ~~leadership groups or clubs, whereby at least two (2) of the trainings shall be conducted for groups/clubs~~  
 6 ~~in high-need areas or for youth at higher risk of substance use.~~

7 ~~each year~~ ~~23~~. By October 22, ~~2021~~, a minimum of one hundred (100) youth shall participate in a  
 8 RRW training.

9 ~~24~~. By October 21, ~~2022~~, a minimum of one hundred ~~(100)~~ youth shall participate in a RRW  
 10 training.

11 ~~25~~ 15. Train a ~~minimum of~~ six hundred (600) ~~youth~~ upper elementary, middle, and high  
 12 school students on media literacy skills in relation to substance use prevention.

13 ~~26~~16. Collaborate with school-based FNLK chapters to conduct one (1) youth-led substance  
 14 use prevention activity at each school with a FNLK Program that results in contact with at least sixty  
 15 percent (60%) of the fourth through sixth (4th-6th) grade students in aggregate.

16 ~~27~~17. Collaborate with school-based CL chapters to conduct one (1) youth-led substance use  
 17 prevention activity at each school with a CL Program that ~~result~~ results in contact with at least fifty percent  
 18 (50%) of the middle/junior high school enrollment in aggregate.

19 ~~28~~18. Collaborate with school-based FNL chapters to conduct at least one (1) youth-led  
 20 substance use prevention activity at each school with a FNL Program that results in contact with at least  
 21 forty percent (40%) of the high school enrollment in aggregate.

22 ~~29~~19. By March 31, of each year, train thirty (30) advisors on the application of youth  
 23 development practices in relation to substance use prevention.

24 ~~30~~20. Conduct a chapter advisor annual satisfaction survey.

25 ~~31~~21. Conduct a year-end recognition event for youth, advisors, and program stakeholders.

26 ~~32~~. By June 15, ~~2021 and 2022~~, establish ~~22~~. Establish two (2) new chapters,  
 27 ~~including~~ whereby one of the following applies to at least one ~~(1)~~ chapter: located in a middle school  
 28 ~~setting, developed~~ in a high-need area, or ~~with~~ consists of youth who are at higher risk of substance use.

29 ~~23~~. ~~33~~. By June 15, ~~2023~~, establish ~~four (4) new chapters, including at least one (1) CL~~  
 30 ~~chapter and two (2) in a high-need area or with youth who are at higher risk of substance use.~~

31 ~~34~~. By June 15, ~~2021 and 2022~~, provide at least one hundred sixty ~~(160)~~ technical assistance  
 32 sessions to support current chapters.

33 ~~35~~. By June 15, ~~2023~~, provide Provide at least one hundred seventy ~~(170)~~ ~~five (175)~~ technical  
 34 assistance sessions to support current chapters.

35 ~~36~~24. Achieve and/or maintain a Member-In-Good Standing status as defined by the CFNLP  
 36 guidelines.

37

	Units of Service	Period One	Period Two	Period Three	Period Four	Period Five
1						
2						
3	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	<del>190</del> 150 FNL members <del>105</del> 140 CL members <del>55</del> 60 FNLK members 20 additional chapter members	<del>190</del> 150 FNL members <del>115</del> 140 CL members <del>65</del> 60 FNLK members 20 additional chapter members
4						
5						
6						
7						
8						
9						
10						
11						
12	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
13						
14						
15						
16						
17						
18						
19						
20						
21	Youth-led substance use prevention activities	40 activities	40 activities	42 activities	42 activities	42 activities
22						
23						
24	Youth-led substance use prevention activities for adults	5	5	5	5	5
25						
26						
27						
28						
29	Peer-to peer trainings	5	5	5	5	5
30						
31	Six-week leadership academy	2	N/A	N/A	N/A	N/A
32						
33	Leadership academy participants	50	N/A	N/A	N/A	N/A
34						
35						
36	Red Ribbon Week	N/A	4	4	4	4
37						

1	(RRW) trainings					
2	RRW participants	N/A	100	100	100	100
3	Media literacy skills trainings	600 youth	600 youth	600 youth	600 youth	600 youth
4	Advisor trainings	30 advisors	30 advisors	30 advisors	30 advisors	30 advisors
5	New chapters	2	2	4	2	2
6	Technical assistance sessions	160	160	170 <sup>22</sup>	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 ~~maintained or~~ increased knowledge of leadership skills.

2. By April 30, of each year, ~~Leadership Workshop participants shall increase knowledge of leadership skills by fifteen percent (15%) as measured by pre-post surveys.~~

~~3. By April 30, of each year,~~ at least seventy-five percent (75%) of participants trained at the Leadership Workshop shall report ~~maintained or~~ increased confidence to use leadership skills in prevention activities.

~~4. By April 30,~~ 3. At least seventy-five percent (75%) of each year, ~~Leadership Workshop participants shall increase confidence to use leadership skills in prevention activities by fifteen percent (15%) as measured by pre-post surveys.~~

~~5. At least seventy five percent (75%) of participants trained shall report maintained or increased knowledge of refusal skills in relation to the prevention of alcohol and other drugs.~~

~~6. At least seventy five percent (75%) of participants trained shall report maintained or increased confidence to use refusal skills in relation to the prevention of alcohol and other drugs.~~

~~7. Youth participants who have been trained shall report increased knowledge of refusal skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.~~

~~8. Youth~~ 4. At least seventy-five percent (75%) of participants ~~who have been trained shall report increased confidence to use refusal skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.~~

~~9. At least seventy five percent (75%) of participants trained shall report maintained or increased knowledge of decisionmaking skills in relation to the prevention of alcohol and other drugs.~~

~~10. At least seventy-five percent (75%) of participants trained shall report maintained or increased confidence to use decisionmaking skills in relation to the prevention of alcohol and other drugs.~~

~~11. Youth participants who have been trained shall report~~ 5. At least seventy-five percent (75%) of participants trained shall report increased knowledge of decision-making skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.

~~12. Youth~~ 6. At least seventy-five percent (75%) of participants who have been trained shall report increased confidence to use decision-making skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.

~~13. Survey at~~ 7. At least eighty-seventy-five percent (8075%) of FNL, CL and FNLK chapter members, whereby each group reports an increased meaningful participation shall report having meaningfully participated in relation to substance use prevention activities in their school or community by ten.

8. At least seventy-five percent (10%) as measured by pre-post surveys 75%) of CL chapter members shall report having meaningfully participated in substance use prevention activities in their school or community.

~~14. Survey at~~ 9. At least eighty-seventy-five percent (8075%) of FNL, CL and FNLK chapter members, whereby each group reports increased confidence to engage in a youth led shall report having meaningfully participated in substance use prevention activity by ten activities in their school or community.

10. At least seventy-five percent (10%) as measured by pre-post surveys 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. ~~15~~ 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 or maintained level of involvement in providing guidance on countywide alcohol and other drug prevention initiatives.

~~14. By October 22,~~ 16. ~~At least seventy percent (70%) of youth leadership academy~~ each year, at least seventy-five percent (75%) of RRW training participants shall report increased meaningful participation in the community knowledge of substance use prevention strategies.

~~17. Youth leadership academy participants shall increase meaningful participation in the community by ten percent (10%) as measured by pre-post surveys.~~

~~18. At~~ 15. By October 22, of each year, at least seventy-five percent (7075%) of youth leadership academy RRW training participants shall report increased confidence to actively contribute to their school or community in relation to substance use prevention.

1 ~~16. At least seventy~~ ~~19. Youth leadership academy participants shall increase confidence to~~  
 2 ~~actively contribute to their school or community by ten percent (10%) as measured by pre-post surveys.~~

3 ~~20. At least seventy~~ five percent (75%) of youth trained shall report ~~maintained or~~ increased  
 4 media literacy in relation to the prevention of alcohol and other drugs.

5 ~~21. Youth participants who have been trained shall report increased level of media literacy skills~~  
 6 ~~in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.~~

7 G.—\_SUPPORTING ACTIVITIES

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

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

13 H. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the quantities  
 14 and due dates identified within the Units of Service, Outcome Measures, and supporting activities.

15 I. ACTION PLAN

16 1. CONTRACTOR shall submit to ADMINISTRATOR a preliminary Action Plan by August  
 17 1 and a final Action Plan by August 15 of each fiscal year. The Action Plan shall clearly describe the  
 18 activities to be implemented to achieve the Units of Service and Outcome Measures.

19 2. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and  
 20 the steps necessary to compile and analyze the results.

21 3. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.

22 J. EVALUATION

23 1. CONTRACTOR shall conduct a systematic and comprehensive Evaluation to determine  
 24 levels of effectiveness and success in accomplishing supporting activities and in achieving the Units of  
 25 Service and Outcome Measures.

26 2. CONTRACTOR shall participate and ensure that their project evaluator participates in an  
 27 Evaluation Planning Meeting with ADMINISTRATOR prior to developing an Evaluation Plan.

28 3. CONTRACTOR shall submit to ADMINISTRATOR a detailed and thorough Evaluation  
 29 Plan that identifies at a minimum:

- 30 a. The proposed evaluator, including qualifications;
- 31 b. How staff time will be tracked, if program staff are to be used for Evaluation;
- 32 c. The method(s) to be used for evaluating the Units of Service and each Outcome Measure;
- 33 d. How data will be collected, including the number and characteristics of participants from  
 34 whom data will be collected (sampling methods) and a description of the data-collection instruments;
- 35 e. How the Evaluation process is to be conceptually and procedurally integrated within the  
 36 services provided under the Contract; and
- 37 f. How the Evaluation results will be used to make recommendations for improving



1 prevention efforts related to the Units of Service and Outcome Measures.

2 4. CONTRACTOR shall submit a preliminary Evaluation Plan to ADMINISTRATOR by  
3 August 1 and a final Evaluation Plan by August 15 of each fiscal year.

4 5. CONTRACTOR's Evaluation Plan must be approved, in writing, by ADMINISTRATOR  
5 prior to implementation of Evaluation efforts.

6 6. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying  
7 Evaluation Plan.

8 7. CONTRACTOR shall ensure that the Evaluation Plan is in compliance with  
9 ADMINISTRATOR requirements, as described in the ADEPT Provider Manual.

#### 10 K. MEETINGS

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

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

17 3. Provider Meetings - At a minimum, at least one CONTRACTOR's Program staff shall attend  
18 each of the provider meetings held by ADMINISTRATOR for the purpose of networking, learning, and  
19 sharing. Dates for provider meetings shall be determined  
20 by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of each  
21 meeting.

22 L. SOCIAL MEDIA - CONTRACTOR shall develop policies and procedures for any social media  
23 use in the program.

#### 24 M. REQUIRED APPROVALS

25 1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any  
26 Training and/or class within Orange County for which a fee is charged, and for all Trainings and/or classes  
27 outside Orange County, whether or not a fee is charged.

28 2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the  
29 purchase of Program Identity Items.

30 3. CONTRACTOR shall request required approvals on a form approved or provided by  
31 ADMINISTRATOR, and allow ADMINISTRATOR no less than two (2) weeks to review and respond to  
32 the request. CONTRACTOR understands that requests shall be in support of the Units of Service and/or  
33 Outcome Measures. Approvals of requests are subject to county, state and federal funding guidelines and  
34 regulations.

#### 35 N. FUNDING RECOGNITION

36 All materials produced in accordance with the Contract such as, but not limited to, booklets, newsletters,  
37 brochures, flyers, pamphlets, web-sites, reports, videos, and Program Identity Items shall contain the

1 Orange County Health Care Agency logo and a statement that the material is funded through the Orange  
 2 County Health Care Agency – Alcohol and Drug Education and Prevention Team. Exceptions shall  
 3 include media specific materials such as letters to the editor and news releases. ADMINISTRATOR  
 4 reserves the right to grant funding recognition exemptions.

5 O. PATENTS AND COPYRIGHT MATERIALS

6 1. Unless otherwise expressly provided in this Contract, CONTRACTOR shall be solely  
 7 responsible for clearing the right to use any patented or copyrighted materials in the performance of the  
 8 Contract.

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

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

23 4. CONTRACTOR agrees that if CONTRACTOR enters into any agreements with other parties  
 24 to perform the work required under the Contract that CONTRACTOR shall require that each agreement  
 25 include clauses granting COUNTY:

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

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

31 P. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance  
 32 in meeting the terms of the Contract. ADMINISTRATOR will notify CONTRACTOR in writing of any  
 33 issue(s) or concern(s) related to the provision of services pursuant to this Contract, and may request a plan  
 34 of corrective action. Corrective Action Plans may address, but are not limited to, Units of Service,  
 35 Outcome Measures, prevention strategies, and/or Action Plans. CONTRACTOR shall submit a written  
 36 plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR.  
 37 CONTRACTOR may request in advance and in writing an extension to the due date for a Corrective

1 Action Plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

2 Q. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
3 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of  
4 this Contract. Further, CONTRACTOR agrees that funds provided hereunder shall not be used to promote,  
5 directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or  
6 religious belief.

7 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services  
8 Paragraph of this Exhibit A to the Contract.

## 9 10 **VII. STAFFING**

11 A. CONTRACTOR shall provide services pursuant to this Contract by recruiting, hiring, and  
12 maintaining administrative and program staff who have the requisite qualifications and experience to  
13 provide AOD prevention services under this Contract.

14 B. CONTRACTOR shall perform a pre-employment screening of any person who will provide  
15 services pursuant to this Contract. All staff, including volunteers and interns, must meet the following  
16 requirements prior to providing any service pursuant to this Contract.

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

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

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

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

24 C. All individuals working directly with youth must submit fingerprints and pass a background  
25 check, prior to providing services pursuant to this Contract. CONTRACTOR shall submit to

26 //

27 ADMINISTRATOR copies of the results for each individual that has successfully passed the background  
28 check. CONTRACTOR shall keep copies for its records.

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

36 E. CONTRACTOR shall, submit the resume of each program staff member to ADMINISTRATOR  
37 within thirty (30) calendar days of their hire or assignment for the provision of services pursuant to this

1 Contract.

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

4	PROGRAM	FTE
5	Coordinator	0.60
6	Administrative Assistant III	0.25
7	Project Assistant	<u>2.00</u>
8	TOTAL FTEs	2.85

9  
10  
11 G. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance  
12 of services pursuant to this Contract.

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

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

20 J. Requests for exceptions to staffing requirements must be submitted to ADMINISTRATOR in  
21 writing and must specify the benefit to the program. CONTRACTOR must obtain ADMINISTRATOR  
22 approval prior to assignment of program staff member to perform services pursuant to this Contract.

23 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing  
24 Paragraph of this Exhibit A to the Contract.

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