

1 CONTRACT FOR PROVISION OF
 2 YOUTH ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
 7 DBA PARTNERS4WELLNESS
 8 JULY 20, 2022 THROUGH JUNE 30, 2024
 9

10 THIS CONTRACT entered into this 20th day of July 2022 (effective date), is by and between
 11 the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
 12 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
 13 DBA PARTNERS4WELLNESS, a California nonprofit corporation, (CONTRACTOR). COUNTY and
 14 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
 15 “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency or
 16 an authorized designee (“ADMINISTRATOR”).
 17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Youth Alcohol
 19 and Other Drug Prevention Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 20, 2022 through June 30, 2024

Period One means the period from July 20, 2022 through June 30, 2023

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

Maximum Obligation:

Period One Maximum Obligation: \$ 600,000

Period Two Maximum Obligation: \$ 600,000

TOTAL MAXIMUM OBLIGATION: \$1,200,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 03-059-1697

CONTRACTOR TAX ID Number: 95-1970946

Federal Grant Funding:

CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Federal Award Indirect Rate	Amount	R&D Award (Y/N)
93.959	TBD	Youth AOD Prevention Services	SAMHSA	TBD	24.22%	\$1,200,000	N

Notices to COUNTY and CONTRACTOR:

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

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1 CONTRACTOR: National Council on Alcoholism and Drug Dependence – Orange County
 2 DBA Partners4Wellness
 3 15300 Barranca Suite 150
 4 Irvine, CA 92618
 5 Phillip Falcetti, Chief Executive Officer
 6 phillipf@p4w.org
 7

8 I. ACRONYMS

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

11	A. ADP	Alcohol and Drug Program
12	B. AES	Advanced Encryption Standard
13	C. ARRA	American Recovery and Reinvestment Act
14	D. ASRS	Alcohol and Drug Programs Reporting System
15	E. BCP	Business Continuity Plan
16	F. CalOMS	California Outcomes Measurement System
17	G. CCC	California Civil Code
18	H. CCR	California Code of Regulations
19	I. CD/DVD	Compact Disc/Digital Video or Versatile Disc
20	J. CEO	County Executive Office
21	K. CFDA	Catalog of Federal Domestic Assistance
22	L. CFR	Code of Federal Regulations
23	M. CHHS	California Health and Human Services Agency
24	N. CHPP	COUNTY HIPAA Policies and Procedures
25	O. CMPPA	Computer Matching and Privacy Protection Act
26	P. COI	Certificate of Insurance
27	Q. DoD	US Department of Defense
28	R. DPFS	Drug Program Fiscal Systems
29	S. DRP	Disaster Recovery Plan
30	T. DRS	Designated Record Set
31	U. EHR	Electronic Health Records
32	V. E-Mail	Electronic Mail
33	W. FAX	Facsimile Machine
34	X. FIPS	Federal Information Processing Standards
35	Y. FTE	Full Time Equivalent
36	Z. GAAP	Generally Accepted Accounting Principle
37	AA. HCA	Health Care Agency

1	AB. HITECH Act	The Health Information Technology for Economic and Clinical Health Act,
2		Public Law 111-005
3	AC. HHS	Health and Human Services
4	AD. HIPAA	Health Insurance Portability and Accountability Act
5	AE. HSC	California Health and Safety Code
6	AF. ID	Identification
7	AG. IEA	Information Exchange Agreement
8	AH. IOM	Institute of Medicine
9	AI. ISO	Insurance Services Office
10	AJ. LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
11	AK. NIST	National Institute of Standards and Technology
12	AL. OIG	Office of Inspector General
13	AM. OMB	Office of Management and Budget
14	AN. OPM	Federal Office of Personnel Management
15	AO. PI	Personal Information
16	AP. P&P	Policy and Procedure
17	AQ. PHI	Protected Health Information
18	AR. PRA	Public Record Act
19	AS. SIR	Self-Insured Retention
20	AT. USC	United States Code

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

Unless this Contract is followed without interruption by another Contract between the parties hereto for the same services and substantially the same scope, at the termination of this Contract, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the

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1 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
2 said persons, shall be immediately given to COUNTY.

3 4 **IV. COMPLIANCE**

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

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

11 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
12 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
13 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
14 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
15 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV
16 (COMPLIANCE). These elements include:

- 17 a. Designation of a Compliance Officer and/or compliance staff.
- 18 b. Written standards, policies and/or procedures.
- 19 c. Compliance related training and/or education program and proof of completion.
- 20 d. Communication methods for reporting concerns to the Compliance Officer.
- 21 e. Methodology for conducting internal monitoring and auditing.
- 22 f. Methodology for detecting and correcting offenses.
- 23 g. Methodology/Procedure for enforcing disciplinary standards.

24 3. If CONTRACTOR does not provide proof of its own Compliance program to
25 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
26 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
27 ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed
28 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
29 and Code of Conduct.

30 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
31 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
32 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
33 ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
34 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
35 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
36 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
37 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of

1 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
2 CONTRACTOR shall revise its compliance program and code of conduct to meet
3 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
4 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

18 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
19 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
20 health care items or services or who perform billing or coding functions on behalf of
21 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
22 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
23 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
24 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
25 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are
26 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
27 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
28 procedures if CONTRACTOR has elected to use its own).

29 2. An Ineligible Person shall be any individual or entity who:
30 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
31 federal and state health care programs; or
32 b. has been convicted of a criminal offense related to the provision of health care items or
33 services and has not been reinstated in the federal and state health care programs after a period of
34 exclusion, suspension, debarment, or ineligibility.

35 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
36 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
37 Contract.

1 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
2 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
3 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
4 State of California health programs and have not been excluded or debarred from participation in any
5 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
6 any Ineligible Person in their employ or under contract.

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

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

18 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
19 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
20 screened. Such individual or entity shall be immediately removed from participating in any activity
21 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or
22 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
23 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
24 overpayment is verified by ADMINISTRATOR.

25 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
26 Compliance Training available to Covered Individuals.

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

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

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

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

36 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
37 compliance training. ADMINISTRATOR shall provide instruction on group training completion while

1 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
2 CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

16 E. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
17 constitute a breach of the Contract on the part of CONTRACTOR and ground for COUNTY to
18 terminate the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall
19 have thirty (30) calendar days from the date of the written notice of default to cure any defaults
20 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this
21 Contract on the basis of such default.

22 23 **V. CONFIDENTIALITY**

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

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

35 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate
36 disclosure in connection with activity funded under this Contract. This system shall include provisions
37 for employee education on the confidentiality requirements, and the fact that disciplinary action may

1 occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and
2 technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and
3 availability of all confidential information that it creates, receives, maintains or transmits.
4 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

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

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

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

12 **VI. CONFLICT OF INTEREST**

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

20 **VII. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

3
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
5 supporting documentation prepared by _____ for the cost report period
6 beginning _____ and ending _____ and that, to the best of my
7 knowledge and belief, costs reimbursed through this Contract are reasonable and
8 allowable and directly or indirectly related to the services provided and that this Cost
9 Report is a true, correct, and complete statement from the books and records of
10 (provider name) in accordance with applicable instructions, except as noted. I also
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

19 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

37 //

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

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

7 8 **IX. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

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

14 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
15 prior written consent of COUNTY.

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

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

28 3. If CONTRACTOR is a governmental organization, any change to another structure,
29 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
30 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
31 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
32 this subparagraph shall be void.

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

37 //

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

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

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

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

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

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

21 **X. DISPUTE RESOLUTIONS**

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

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

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

35 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
36 CONTRACTOR agrees to proceed diligently with the performance of services secured via this
37 //

1 Contract, including the delivery of goods and/or provision of services. CONTRACTOR's failure to
2 proceed diligently shall be considered a material breach of this Contract.

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

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

14 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

15 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
16 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
17 and consultants performing work under this Contract meet the citizenship or alien status requirements
18 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
19 subcontractors, and consultants performing work hereunder, all verification and other documentation of
20 employment eligibility status required by federal or state statutes and regulations including, but not
21 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
22 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
23 covered employees, subcontractors, and consultants for the period prescribed by the law.
24

25 **XII. EQUIPMENT**

26 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
27 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
28 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
29 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
30 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
31 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
32 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
33 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
34 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
35 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
36 according to GAAP.
37

1 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any
2 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
3 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
4 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
5 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
6 purchased asset in an Equipment inventory.

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

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

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

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

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

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

29 I. The total cost of all Equipment purchases shall not exceed \$50,000 annually.
30

31 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

37 //

1 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
2 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
3 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
4 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
5 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
6 services, staffing, facilities or supplies.

7 8 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

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

35 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
36 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
37 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,

1 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
2 Contract, agrees to all of the following:

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

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

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

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

14 F. QUALIFIED INSURER

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

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

23 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
24 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 (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

1		
2	Network Security & Privacy Liability	\$1,000,000 per claims made
3		
4	Professional Liability	\$1,000,000 per claims made
5		\$1,000,000 aggregate
6		
7	Sexual Misconduct Liability	\$1,000,000 per occurrence
8		

9 H. REQUIRED COVERAGE FORMS

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

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

14 I. REQUIRED ENDORSEMENTS

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

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

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

24 2. The Network Security and Privacy Liability policy shall contain the following
25 endorsements which shall accompany the COI:

26 a. An Additional Insured endorsement naming the *County of Orange, its elected and*
27 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

28 b. A primary and non-contributing endorsement evidencing that the Contractor's
29 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
30 excess and non-contributing.

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

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

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

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

9 N. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
10 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
11 the completion of the Contract.

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

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

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

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

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

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

31 U. SUBMISSION OF INSURANCE DOCUMENTS

- 32 1. The COI and endorsements shall be provided to COUNTY as follows:
- 33 a. Prior to the start date of this Contract.
 - 34 b. No later than the expiration date for each policy.
 - 35 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
36 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

37 //

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

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

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

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

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

16 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
17 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
18 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
19

20 **XV. INSPECTIONS AND AUDITS**

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

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

35 **C. AUDIT RESPONSE**

36 1. Following an audit report, in the event of non-compliance with applicable laws and
37 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as

1 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
2 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
3 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

20 21 **XVI. LICENSES AND LAWS**

22 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
23 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
24 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
25 regulations and requirements of the United States, the State of California, COUNTY, and all other
26 applicable governmental agencies.

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

- 30 1. ARRA of 2009.
- 31 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 32 3. CCC §§1798.80 through 1798.84, Customer Records.
- 33 4. CCC §1798.85, Confidentiality of Social Security Numbers.
- 34 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social
35 Security.
- 36 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse
37 Master Plans.

- 1 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
- 2 8. HSC, §11876, Narcotic Treatment Programs.
- 3 9. HSC, §§123110 through 123149.5, Patient Access to Health Records. Code of Federal
- 4 Regulations, Title 42, Public Health.
- 5 10. 2 CFR 230, Cost Principles for Nonprofit Organizations
- 6 11. 2 CFR 376, Nonprocurement, Debarment and Suspension.
- 7 12. 41 CFR 50, Public Contracts and Property Management
- 8 13. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
- 9 14. 2 CFR 54, Charitable choice regulations applicable to states receiving substance abuse
- 10 prevention and treatment block grants and/or projects for assistance in transition from
- 11 homelessness grants.
- 12 15. 45 CFR 93, New Restrictions on Lobbying.
- 13 16. 45 CFR 96.127, Requirements regarding Tuberculosis.
- 14 17. 45 CFR 96.132, Additional Agreements.
- 15 18. 45 CFR 96.135, Restrictions on Expenditure of Grant.
- 16 19. 45 CFR 160, General Administrative Requirements.
- 17 20. 45 CFR 162, Administrative Requirements.
- 18 21. 45 CFR 164, Security and Privacy.
- 19 22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
- 20 23. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
- 21 24. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal
- 22 Contracting and Financial Transactions.
- 23 25. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism;
- 24 National Institute on Drug Abuse.
- 25 26. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services
- 26 Administration.
- 27 27. 42 USC §290dd-2, Confidentiality of Records.
- 28 28. 42 USC §1320(a), Uniform reporting systems for health services facilities and
- 29 organizations.
- 30 29. 42 USC §§1320d through 1320d-9, Administrative Simplification.
- 31 30. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
- 32 31. 42 USC §6101 et seq., Age Discrimination Act of 1975.
- 33 32. 42 USC §2000d, Civil Rights Act of 1964.
- 34 33. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 35 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 36 Federal Awards
- 37 34. U.S. Department of Health and Human Services, National Institutes of Health (NIH),

1 Grants Policy Statement (10/13).

2 35. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-
3 Occurring Disorders, Mental Health Services Oversight and Accountability Commission,
4 1/17/08

5 36. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
6 Manual

7 37. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
8 Program Certification Standards, March 2004.

9
10 **XVII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

11 A. Any written information or literature, including educational or promotional materials,
12 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
13 to this Contract must be approved at least thirty (30) days in advance and in writing by
14 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
15 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
16 and electronic media such as the Internet.

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

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

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

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

34
35 **XVIII. MAXIMUM OBLIGATION**

36 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
37 //

1 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
2 the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

3 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
4 percent (10%) of Period One funding for this Contract.

6 **XIX. MINIMUM WAGE LAWS**

7 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
8 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
9 federal or California Minimum Wage to all its employees that directly or indirectly provide services
10 pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all
11 its contractors or other persons providing services pursuant to this Contract on behalf of
12 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
13 Wage.

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

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

22 **XX. NONDISCRIMINATION**

23 A. EMPLOYMENT

24 1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not
25 unlawfully discriminate against any employee or applicant for employment because of his/her race,
26 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
27 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
28 orientation, or military and veteran status. Additionally, during the term of this Contract,
29 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
30 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
31 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
32 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
33 orientation, or military and veteran status.

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

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

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

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

13 6. Each labor union or representative of workers with which CONTRACTOR and/or
14 subcontractor has a collective bargaining agreement or other contract or understanding must post a
15 notice advising the labor union or workers' representative of the commitments under this
16 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
17 employees and applicants for employment.

18 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
19 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
20 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
21 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
22 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
23 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
24 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
25 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
26 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
27 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
28 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
29 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
30 or more of the factors identified above:

- 31 1. Denying a client or potential client any service, benefit, or accommodation.
- 32 2. Providing any service or benefit to a client which is different or is provided in a different
33 manner or at a different time from that provided to other clients.
- 34 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
35 others receiving any service or benefit.

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1 4. Treating a client differently from others in satisfying any admission requirement or
 2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 3 any service or benefit.

4 5. Assignment of times or places for the provision of services.

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

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

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

15 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 16 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 17 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
 18 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 19 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
 20 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 21 with succeeding legislation.

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

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

31 **XXI. NOTICES**

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

34 1. When written and deposited in the United States mail, first class postage prepaid and
 35 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
 36 ADMINISTRATOR;
 37

- 1 2. When faxed, transmission confirmed;
- 2 3. When sent by Email; or
- 3 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
- 4 Service, or any other expedited delivery service.

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

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

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

15
16 **XXII. NOTIFICATION OF DEATH**

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

19 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
20 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
21 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

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

27 2. WRITTEN NOTIFICATION

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

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

35 C. If there are any questions regarding the cause of death of any person served pursuant to this
36 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
37 //

1 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
2 Notification of Death Paragraph.

4 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

12 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

13 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
14 of this Contract, prepare, maintain and manage records appropriate to the services provided and in
15 accordance with this Contract and all applicable requirements, which include but are not limited to:

- 16 1. California Code of Regulations Title 22, §§70751(c), 71551(c), 73543(a), 74731(d),
17 75055(a), 75343(a), and 77143(a).
- 18 2. State of California, Department of Health Care Services ASRS Manual.
- 19 3. State of California, Department of Health Care Services DPFS Manual.
- 20 4. California Health and Safety Code §123145.
- 21 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

22 B. CONTRACTOR shall implement and maintain administrative, technical and physical
23 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
24 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
25 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
26 violation of federal or state regulations and/or COUNTY policies.

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

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

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

35 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
36 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
37

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
2 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

17 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
18 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
19 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

23 J. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years
24 following discharge of the client and/or patient, with the exception of non-emancipated minors for
25 whom records must be kept for at least one (1) year after such minors have reached the age of eighteen
26 (18) years, or for seven (7) years after the last date of service, whichever is longer.

27 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
28 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
29 CONTRACTOR.

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

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

35
36 **XXV. RESEARCH AND PUBLICATION**

37 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out

1 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
2 publication.

4 **XXVI. SEVERABILITY**

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

11 **XXVII. SPECIAL PROVISIONS**

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

- 14 1. Making cash payments to intended recipients of services through this Contract.
- 15 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
16 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
17 use of appropriated funds to influence certain federal contracting and financial transactions).
- 18 3. Fundraising.
- 19 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
20 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.
- 21 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
22 body for expenses or services.
- 23 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
24 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
25 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 26 7. Paying an individual salary or compensation for services at a rate in excess of the current
27 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
28 Schedule may be found at www.opm.gov.
- 29 8. Severance pay for separating employees.
- 30 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
31 codes and obtaining all necessary building permits for any associated construction.
- 32 10. Purchasing or improving land, including constructing or permanently improving any
33 building or facility, except for tenant improvements.
- 34 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
35 funds (matching).
- 36 12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.

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

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

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

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

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

9 18. Supplanting current funding for existing services.

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

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

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

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

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

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

20 6. Purchasing or improving land, including constructing or permanently improving any
21 building or facility, except for tenant improvements.

22 7. Providing inpatient hospital services or purchasing major medical equipment.

23 8. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
24 funds (matching).

25 9. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
26 CONTRACTOR's clients.

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

31 **XXVIII. STATUS OF CONTRACTOR**

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

7 8 **XXIX. TERM**

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

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

17 18 **XXX. TERMINATION**

19 A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
20 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
21 exclusive, and are in addition to any other rights and remedies provided by law or under the Contract.

22 B. CONTRACTOR may terminate this Contract, without cause, upon ninety (90) calendar days'
23 written notice.

24 C. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
25 any of the following events:

- 26 1. The loss by CONTRACTOR of legal capacity.
- 27 2. Cessation of services.
- 28 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
29 another entity without the prior written consent of COUNTY.
- 30 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
31 required pursuant to this Contract.
- 32 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
33 this Contract.
- 34 6. The continued incapacity of any physician or licensed person to perform duties required
35 pursuant to this Contract.
- 36 7. Unethical conduct or malpractice by any physician or licensed person providing services
37 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR

1 removes such physician or licensed person from serving persons treated or assisted pursuant to this
2 Contract.

3 D. CONTINGENT FUNDING

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

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

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

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

13 E. In the event this Contract is suspended or terminated prior to the completion of the term as
14 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole
15 discretion, reduce the Maximum Obligation of this Contract in an amount consistent with the reduced
16 term of the Contract.

17 F. In the event this Contract is terminated by either party pursuant to Subparagraphs B., C. or D.
18 above, CONTRACTOR shall do the following:

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

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

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

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

28 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
29 client's best interests.

30 6. If records are to be transferred to COUNTY, pack and label such records in accordance
31 with directions provided by ADMINISTRATOR.

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

34 8. To the extent services are terminated, cancel outstanding commitments covering the
35 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
36 commitments which relate to personal services. With respect to these canceled commitments,
37 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims

1 arising out of such cancellation of commitment which shall be subject to written approval of
2 ADMINISTRATOR.

3 9. Provide written notice of termination of services to each client being served under this
4 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
5 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
6 day period

7 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
8 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

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10 **XXXI. THIRD PARTY BENEFICIARY**

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

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14 **XXXII. WAIVER OF DEFAULT OR BREACH**

15 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
16 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
17 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
18 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
19 Contract.

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

3 **SIGNATURE**

4 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
5 DBA PARTNERS4WELLNESS

6 BY:  _____ DATED: 6/15/2022
7

8
9 TITLE: CEO

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14 COUNTY OF ORANGE

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17 BY: _____ DATED: _____
18 HEALTH CARE AGENCY

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22 APPROVED AS TO FORM
23 OFFICE OF THE COUNTY COUNSEL
24 ORANGE COUNTY, CALIFORNIA

25
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28
29 BY:  _____ DATED: 6/17/2022
30 DEPUTY

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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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.

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 YOUTH ALCOHOL AND OTHER DRUG PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY
 DBA PARTNERS4WELLNESS
 JULY 20, 2022 THROUGH JUNE 30, 2024

I. COMMON TERMS AND DEFINITIONS

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

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

B. Activity: An organized function designed to advance a prevention Strategy or objective.

C. ADEPT: An Orange County Health Care Agency team within Mental Health and Recovery Services.

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

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

F. Collaboration: A process of participation through which people, groups, and agencies work toward prevention goals.

G. DHCS: The single state agency responsible for administering and coordinating the State's efforts in substance use disorders.

H. Educational Workshop: A prevention activity involving the Presentation of information on substance use/abuse issues with an emphasis on interaction and the exchange of information among participants.

I. Evaluation: Systematic collection, analysis, and use of program information for multiple purposes, including monitoring, program improvement, outcome assessment, and planning.

1 J. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.

2 K. Goal: A broad statement of what the program aims to accomplish.

3 L. Information Dissemination: One-way communication, direct from the source to the audience
4 that provides information about a prevention issue and is designed to create awareness and knowledge
5 of that issue.

6 M. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification of
7 prevention services adopted by the IOM, where prevention programs are organized along a targeted
8 audience continuum and prevention intervention is based on a combination of Risk and Protective
9 Factors associated with substance abuse. This continuum is divided into prevention, treatment, and
10 maintenance categories, and the prevention category is divided into universal, selective, and indicated
11 prevention classifications.

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

16 1. An item submitted for publication to an established media outlet (a newspaper, radio or
17 television station), and

18 2. An item designed to be publicly displayed to a wide audience (a billboard or banner).

19 O. Media Literacy: An examination of the techniques, technologies and institutions that are
20 involved in media production, the ability to critically analyze media messages and a recognition of the
21 role that audiences play in making meaning from those messages.

22 P. Outcome: Measurable change that occurs as a result of a program's overall performance in
23 implementing its planned Activities.

24 Q. Outcome Measure: A statement that specifies the measurable result or direct impact of a
25 program or activity in reference to a quantitative criterion and a timeframe.

26 R. Presentation: A one-way communication Activity in which information is provided to a group
27 of individuals, generally in an effort to inform the audience members about an issue and/or encourage
28 them to do something specific.

29 S. Primary Prevention Substance Use Disorder Data Service (PPSDS): The State Department of
30 Health Care Services data collection and outcome measurement system.

31 T. Program Identity Item: An item used for the purpose of marketing, promoting and creating
32 awareness of a program's initiative, message or event.

33 U. Social Media: A group of internet-based communication tools/applications that allow the
34 creation and exchange of user-generated content; social media is media for social interaction. Types of
35 social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content
36 communities (YouTube), and social networking sites (Facebook).

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V. 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.

W. Strategy: A method, approach, or activity chosen to bring about a desired prevention Outcome.

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

Y. Technical Assistance: Services provided by staff to guide prevention programs, community organizations, and individuals to conduct, strengthen, or enhance specific AOD prevention activities.

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

AA. 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.

II. BUDGET

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

	<u>Period One</u>	<u>Period Two</u>	<u>Total</u>
ADMINISTRATIVE COST			
Salaries	47,400	48,948	96,348
Benefits	9,480	9,789	19,269
Services & Supplies	<u>\$ 16,802</u>	<u>\$ 17,054</u>	<u>\$ 33,856</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 73,682	\$ 75,791	\$ 149,473
PROGRAM COST			
Salaries	\$ 205,404	\$ 210,420	\$415,824
Benefits	41,100	42,084	83,184
Services and Supplies	244,814	236,705	481,519
Subcontractors	<u>35,000</u>	<u>35,000</u>	<u>70,000</u>
SUBTOTAL PROGRAM COST	\$526,318	\$524,209	\$1,050,527
TOTAL COST	\$600,00	\$600,000	\$1,200,000

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

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

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

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

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

22 **III. CULTURAL COMPETENCY**

23 CONTRACTOR shall provide services pursuant to this Contract in a manner that is culturally and
24 linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation of
25 such efforts which may include, but not be limited to: records of participation in COUNTY sponsored or
26
27 other applicable Training; recruitment and hiring policies and procedures; copies of literature in multiple
28 languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for,
29 and sensitivity to, persons who are physically challenged.

30 **III. PAYMENTS**

31
32 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the actual costs of providing services
33 each month. All payments are interim payments only and are subject to Final Settlement in accordance
34 with the Cost Report Paragraph of the Contract, which provides that CONTRACTOR shall be paid for
35 CONTRACTOR's actual cost of providing services hereunder, provided the total of such payments does
36 not exceed COUNTY's Total Maximum Obligation as specified in the Referenced Contract Provisions
37

1 of the Agreement and CONTRACTOR’s cost are reimbursable pursuant to COUNTY, state, and federal
2 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for
3 which the actual amounts have not been fully paid.

4 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
5 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
6 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
7 CONTRACTOR, subject to Subparagraph A.2. below.

8 2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the actual
9 amount payments for providing services exceed the year-to-date Maximum Obligation,
10 ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the
11 difference between the year-to-date actual amount payments to CONTRACTOR and the year-to-date
12 Maximum Obligation.

13 B. CONTRACTOR’s invoices shall be on a form approved or supplied by ADMINISTRATOR
14 and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth
15 (20th) day of each month. Invoices received after the due date may not be paid within the same month.
16 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
17 after receipt of the correctly completed invoice.

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

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

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

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

28
29 **IV. REPORTS**

30 **A. EXPENDITURE REPORTS**

31 CONTRACTOR shall submit Expenditure and Revenue reports to ADMINISTRATOR in support of the
32 monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and
33 shall report actual costs and revenues for each of the CONTRACTOR’s program(s) or cost center(s)
34 described in the Services Paragraph of this Exhibit A to the Agreement. These reports are due to
35 ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month
36 being reported.

37 //

1 B. PROJECTION REPORTS

2 CONTRACTOR shall submit monthly Projection Reports to ADMINISTRATOR. These reports shall
3 be on a form approved or provided by ADMINISTRATOR and shall include actual costs and
4 anticipated year-end costs for each of the CONTRACTOR's program(s) or cost center(s) described in
5 the Services Paragraph of this Exhibit A to the Agreement. These reports are due to
6 ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month
7 being reported.

8 C. QUARTERLY PROGRESS REPORTS

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

15 1. Period One Reports:

- 16 a. Quarter 1: July 20, 2022 through September 30, 2022, due October 15, 2022
17 b. Quarter 2: October 1, 2022 through December 31, 2022, due January 15, 2023
18 c. Quarter 3: January 1, 2023 through March 31, 2023, due April 15, 2023

19 2. Period Two Reports:

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

23 D. FOURTH QUARTER/YEAR-END REPORT

24 CONTRACTOR shall submit a Fourth Quarter/Year-End Report to ADMINISTRATOR for Period One
25 by July 31, 2023 and for Period Two by July 31, 2024. The report shall include an Evaluation section
26 which shall contain, but not be limited to, an analysis of the effectiveness of the AOD prevention
27 strategies implemented toward reaching Outcome Measures and Units of Service, a discussion of
28 successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use
29 the report format provided by ADMINISTRATOR.

30 E. STAFFING REPORTS

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

37 //

1 F. PRIMARY PREVENTION SUBSTANCE USE DISORDER DATA SERVICE (PPSDS)
 2 CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the
 3 California Department of Health Care Services, Substance Use Disorder Program, Policy and Fiscal
 4 Division, Policy and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and
 5 report on the service populations as defined in the IOM model. ADMINISTRATOR shall make
 6 trainings and technical assistance available for completing reports throughout the term of this
 7 Agreement.

8 G. ADDITIONAL REPORTS

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

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

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

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

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

26
 27 **VI. SERVICES**

28 A. CONTRACTOR shall provide youth-focused alcohol and other drug prevention services in the
 29 selected school districts in Orange County, in accordance with, and as defined in the ADEPT Provider
 30 Manual furnished by ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:

- 31 1. Support of COUNTY's FY 2018-2023 prevention strategic plan;
- 32 2. Alignment with the SPF process; and
- 33 3. Alignment with CSAP prevention strategies.

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

37 //

1 C. CONTRACTOR shall work with youth, parents, school staff/administrators, community
2 members, schools, youth-serving organizations, faith-based communities, neighborhood groups, law
3 enforcement agencies, municipalities, and any other interested persons and groups within the identified
4 school district communities to reduce alcohol and/or other drug use among youth.

5 D. OUTCOME MEASURES AND UNITS OF SERVICE – CONTRACTOR shall complete the
6 detailed activities specified in the ADEPT Provider Manual.

7 1. CONTRACTOR shall work to achieve the following Outcome Measures and Units of
8 Service by June 30, for each Period, unless otherwise noted.

- 9 a) On average, students educated shall demonstrate an improvement in confidence in their
10 ability to refuse alcohol and other drugs, as measured by pre/post surveys.
- 11 b) At least seventy-five percent (75%) of students educated shall report increased
12 confidence in their ability to refuse alcohol and other drugs.
- 13 c) On average, students educated shall demonstrate increased self-efficacy in decision
14 making skills in relation to the prevention of alcohol and other drugs, as measured by
15 pre/post surveys.
- 16 d) At least seventy-five percent (75%) of students educated shall report increased self-
17 efficacy in decision making skills, in relation to the prevention of alcohol and other
18 drugs.
- 19 e) On average, students educated shall demonstrate increased confidence to use effective
20 communication skills, in relation to the prevention of alcohol and other drugs, as
21 measured by pre/post surveys.
- 22 f) At least seventy-five percent (75%) of students educated shall report increased
23 confidence to use effective communication skills, in relation to the prevention of alcohol
24 and other drugs.
- 25 g) Educate a total of one thousand hundred (1,600) students attending two (2) identified
26 school districts combined, using an evidence-based curriculum designed to prevent
27 youth substance use.
- 28 h) At least seventy-five percent (75%) of students educated shall report an increased
29 competency of media literacy skills, as measured by a post survey.
- 30 i) Train a total of one thousand one hundred (1,100) students attending the two (2)
31 identified school districts combined, on media literacy using evidence-informed
32 practices.
- 33 j) At least seventy-five percent (75%) of parents educated shall report increased
34 knowledge of current alcohol and other drug trends, as measured by a post survey.
- 35 k) At least seventy-five percent (75%) of parents educated shall report increased
36 knowledge of the harmful effects of cannabis to the developing brain, as measures by a
37 post survey.

- 1 l) At least seventy-five percent (75%) of parents educated shall report their willingness to
 2 take action to prevent youth substance use, as measured by a post survey.
 3 m) Educate at least five hundred (500) parents of students attending the two (2) identified
 4 school districts combined, on youth substance use prevention.
 5 n) Facilitate at total of at least three (3) youth-led activities with youth from either school
 6 district, designed to prevent substance use among youth.
 7 o) By May 30, of each year, disseminate at least one (1) publication on youth substance
 8 use prevention topics to school staff/administrators of schools receiving youth education
 9 services.
 10 p) By December 31, 2023, submit a plan for conducting a youth substance use prevention
 11 conference, including how youth will take the lead.
 12 q) By June 30, 2024, conduct a youth substance use prevention conference.

13 E. SUPPORTING ACTIVITIES – CONTRACTOR shall provide the following supporting
 14 activities for each Period:

15 1. Period ONE:

- 16 a. Fifty (50) Community Collaborations;
 17 b. Two (2) Trainings;
 18 c. Fifty (50) Information Disseminations; and
 19 d. Two (2) Media Inputs.

20 2. Period TWO:

- 21 a. Fifty (50) Community Collaborations;
 22 b. Three (3) Trainings;
 23 c. Fifty (50) Information Disseminations; and
 24 d. Three (3) Media Inputs.

25 F. ACTION PLAN - CONTRACTOR shall submit to ADMINISTRATOR a preliminary Action
 26 Plan by August 1 and a final Action Plan by August 15, for each Period. Each Action Plan shall clearly
 27 describe the activities to be implemented to achieve the Units of Service and Outcome Measures.
 28 CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.

29 G. EVALUATION – CONTRACTOR shall conduct a systematic and comprehensive Evaluation
 30 to determine levels of effectiveness and success in accomplishing Supporting Activities, Units of
 31 Service and in achieving Outcome Measures.

32 1. CONTRACTOR shall participate and ensure that their project evaluator participates in an
 33 Evaluation Planning meeting with ADMINISTRATOR prior to submitting an Evaluation Plan.

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

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

- 1 a. The proposed evaluator, including qualifications;
- 2 b. How staff time will be tracked, if program staff are to be used for Evaluation;
- 3 c. The method(s) to be used for evaluating the Units of Service and Outcome Measures;
- 4 d. How data will be collected, including the number and characteristics of participants
- 5 from whom data will be collected (sampling methods) and a description of the data-collection
- 6 instruments;
- 7 e. How the Evaluation process is to be conceptually and procedurally integrated within
- 8 the services provided under this Agreement; and
- 9 f. How the Evaluation results will be used to make recommendations for improving
- 10 prevention efforts related to the Units of Service and Outcome Measures.

11 4. CONTRACTOR shall submit a preliminary Evaluation Plan to ADMINISTRATOR by

12 August 1 and a final Evaluation Plan by August 15, for each Period.

13 5. CONTRACTOR's Evaluation Plans must be approved, in writing, by ADMINISTRATOR

14 prior to implementation of Evaluation efforts.

15 6. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying an

16 Evaluation Plan.

17 7. CONTRACTOR shall ensure that each Evaluation Plan is in compliance with

18 ADMINISTRATOR requirements, as described in the ADEPT Provider Manual.

19 H. MEETINGS

20 1. Monthly Strategic Meeting - CONTRACTOR and ADMINISTRATOR shall meet once a

21 month to discuss project status, share information, clarify issues, and strategize for optimal prevention

22 success. ADMINISTRATOR and CONTRACTOR shall agree on the meeting dates.

23 2. Professional Development - CONTRACTOR's program staff may attend issue-specific

24 trainings and workshops relevant to outcome measures or professional development classes as a means

25 of enhancing overall program implementation skills.

26 3. Provider Meetings - At a minimum, at least one CONTRACTOR's Program staff shall

27 attend each of the provider meetings held by ADMINISTRATOR for the purpose of networking,

28 learning, and sharing. Dates for provider meetings shall be determined by ADMINISTRATOR and

29 communicated to CONTRACTOR at least one (1) month in advance of each meeting.

30 I. SOCIAL MEDIA - CONTRACTOR shall develop policies and procedures for any social

31 media use in the program.

32 J. REQUIRED APPROVALS

33 1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any

34 Training and/or class within Orange County for which a fee is charged, and for all Trainings and/or

35 classes outside Orange County, whether or not a fee is charged.

36 2. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to the

37 purchase of Program Identity Items.

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

6 K. FUNDING RECOGNITION - All materials produced in accordance with the Agreement such
7 as, but not limited to, booklets, newsletters, brochures, flyers, pamphlets, websites, reports, videos, and
8 Program Identity Items shall contain a statement that the material is funded through the OC Health Care
9 Agency – Alcohol and Drug Education and Prevention Team. Exceptions shall include media specific
10 materials such as letters to the editor and news releases. ADMINISTRATOR reserves the right to grant
11 funding recognition exemptions.

12 L. PATENTS AND COPYRIGHT MATERIAL

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

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

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

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

33 1. A copyright interest in any works created, produced, developed, or delivered as "works
34 made for hire," and

35 2. A royalty-free, non-exclusive, and irrevocable license throughout the world to reproduce, to
36 prepare derivative works, to distribute copies, to perform, to display or to otherwise use, duplicate, or
37 //

1 dispose of "works made for hire" or any work, data or material "not made for hire" under this
2 Agreement.

3 P. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
4 in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of
5 any issue(s) or concern(s) related to the provision of services pursuant to this Agreement and may
6 request a plan of corrective action. Corrective Action Plans may address, but are not limited to
7 Outcome Measures, Units of Service, preventative strategies, and/or Action Plans. CONTRACTOR
8 shall submit a written plan of corrective action for approval within two (2) weeks of request by
9 ADMINISTRATOR. CONTRACTOR may request in advance and in writing, an extension to the due
10 date for a Corrective Action Plan. Approval of the request shall be at the sole discretion of
11 ADMINISTRATOR.

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

17 R. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the school
18 districts, quantities and due dates identified within the Outcome Measures, Units of Service and
19 Supporting Activities described in section VI. SERVICES above in order to meet the prevention needs
20 of the community.

21 22 **VI. STAFFING**

23 A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and
24 maintaining administrative and program staff who have the requisite qualifications and experience to
25 provide alcohol and other drug prevention services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

	<u>PERIOD ONE</u> <u>FTE's</u>	<u>PERIOD TWO</u> <u>FTE's</u>
DIRECT ADMINISTRATION		
Chief Executive Officer	0.15	0.15
Director of Finance	0.30	0.30
Operations Manager	<u>0.20</u>	<u>0.20</u>
DIRECT ADMINISTRATION SUBTOTAL	0.65	0.65
DIRECT PROGRAM		
Prevention & Education Director	0.30	0.30
Project Coordinator	1.00	1.00
Health Educator	<u>3.00</u>	<u>3.00</u>
DIRECT PROGRAM SUBTOTAL	4.30	4.30
TOTAL FTE's	4.95	4.95

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

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

8 J. Requests for exceptions to staffing requirements set forth in Subparagraph G. above must be
9 submitted to ADMINISTRATOR in writing and must specify the benefit to the program.
10 CONTRACTOR must obtain ADMINISTRATOR approval prior to assignment of the program staff to
11 perform services pursuant to this Agreement.

12 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
13 Staffing Paragraph of this Exhibit A to the Agreement.

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