

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

10

THIS CONTRACT AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-21010430
FOR
ALCOHOL AND OTHER DRUG PREVENTION SERVICES
FRIDAY NIGHT LIVE PARTNERSHIP

11 ~~This Amendment ("Amendment No. 4") to Contract No. MA-042-21010430 for Alcohol and~~
~~Other Drug Prevention Services Friday Night Live Partnership is made and entered into this~~
~~1st day of on July 2020 (effective date), is by and 20, 2022 ("Effective Date") between the~~
 12 ~~COUNTY OF ORANGE, Orange County Superintendent of Schools A.K.A. Orange County~~
~~Department of Education ("Contractor"), with a _____ place of business at 200 Kalmus Dr.,~~
~~Costa Mesa, CA 92626, and the County of Orange, a political subdivision of _____ the~~
~~State of California (COUNTY), and~~
 13 ~~ORANGE COUNTY SUPERINTENDENT OF SCHOOLS A.K.A. ORANGE COUNTY~~
 14 ~~DEPARTMENT OF EDUCATION, a California local government agency~~
~~(CONTRACTOR).~~
 15 ~~COUNTY and CONTRACTOR ("County"), through its Health Care Agency, with a place of~~
~~business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may~~
~~sometimes be referred to herein individually as "Party" or~~
 16 ~~collectively as "Parties." This Contract shall be administered by the County of Orange~~
~~Health Care".~~

17 ~~Agency~~
 18 ~~(ADMINISTRATOR).~~

19 _____ **WITNESSETH:**

20

21 ~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of~~
RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21010430 for Alcohol and Other Drug Prevention Services Friday Night Live Partnership, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$1,425,000 ("Contract"); and

22 ~~Alcohol and Other Drug Prevention Services Friday Night Live Partnership described herein to~~

the

~~23 residents of Orange County;~~

~~24 WHEREAS, COUNTY has a commitment to residents of Orange County to reduce the use of~~

~~25 alcohol and other drugs amongst Orange County youth under the age of twenty-one (21); and~~

~~26 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and~~

~~27 conditions hereinafter set forth:~~

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

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

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

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to increase Period Three Maximum Obligation and amend Exhibit A of the Contract and modify the Budget, Units of Service, and Staffing paragraphs for the period July 20, 2022 through June 30, 2023.

~~28 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained~~

~~29 herein, COUNTY and CONTRACTOR do hereby~~Contractor and County agree to amend the Contract as follows:~~30~~ //

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<u>29</u>	<u>2.</u> <u>XXIV. Research</u> Maximum Obligation provision, of the Contract are deleted in their entirety and <u>Publication</u> — <u>34</u> replaced with the following:	
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1 ~~_____~~ **REFERENCED CONTRACT PROVISIONS**

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~~“Term: July 1, 2020 through June 30, 2023
Period One means the period from July 1, 2020 through June 30, 2021
Period Two means the period from July 1, 2021 through June 30, 2022
Period Three means the period from July 1, 2022 through June 30, 2023”~~

Maximum Obligation:

~~_____~~ Period One Maximum Obligation: \$ ~~_____~~ \$ 475,000
~~_____~~ Period Two Maximum Obligation: \$ ~~_____~~ 475,000
~~_____~~ Period Three Maximum Obligation: ~~\$ 475~~ _____
575,000
~~_____~~ TOTAL MAXIMUM OBLIGATION: _____ \$ ~~1,425,000~~ 525,000 ~~13~~”

~~Basis for Reimbursement: Actual Cost~~

~~Payment Method: Monthly In~~

~~Arrears~~

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

~~CONTRACTOR TAX ID Number: 95-~~

~~6000943-20~~

Notices to COUNTY and CONTRACTOR:

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

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

I. ACRONYMS

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

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

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

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

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

~~1 FZ. W&IC California Welfare and Institutions Code
2 GA. WIC Women, Infants and
Children 3~~

~~4 II. ALTERATION OF TERMS~~

~~A. This Contract, together with~~

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

~~9 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the
10 terms of
11 this Contract or any Exhibits, whether written or verbal, made by the parties, their officers,
12 employees or
13 agents shall be valid unless made in the form of a written amendment to this Contract, which
14 has been
15 formally approved and executed by both
16 parties. 12~~

~~13 III. ASSIGNMENT OF DEBTS~~

~~14 Unless this Contract is followed without interruption by another Contract between the parties
15 hereto
16 for the same services and substantially the same scope, at the termination of this
17 Contract,
18 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on
19 behalf of
20 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify
21 by mail
22 each of these persons, specifying the date of assignment, the County of Orange as
23 assignee, and the
24 address to which payments are to be sent. Payments received by CONTRACTOR from or on
25 behalf of
26 said persons, shall be immediately given to
27 COUNTY. 21~~

~~22 IV. COMPLIANCE~~

~~23 A. COMPLIANCE PROGRAM ADMINISTRATOR has established a Compliance
24 Program for
25 the purpose of ensuring adherence to all rules and regulations related to federal and state
26 health care
27 programs.
28 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies
29 and
30 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and
31 access to~~

~~28 General Compliance and Annual Provider Trainings.~~

~~29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its
own~~

~~30 compliance program, code of conduct and any compliance related policies and
procedures.~~

~~31 CONTRACTOR's compliance program, code of conduct and any related policies and
procedures shall~~

~~32 be verified by ADMINISTRATOR's Compliance Department to ensure they include all
required~~

~~33 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance,
Paragraph to~~

~~34 this Contract. These elements include:~~

~~35 a. Designation of a Compliance Officer and/or compliance staff.~~

~~36 b. Written standards, policies and/or procedures.~~

~~37 c. Compliance related training and/or education program and proof of completion.~~

~~1 d. Communication methods for reporting concerns to the Compliance Officer.~~
~~2 e. Methodology for conducting internal monitoring and auditing.~~
~~3 f. Methodology for detecting and correcting offenses.~~
~~4 g. Methodology/Procedure for enforcing disciplinary standards.~~
~~5 3. If CONTRACTOR does not provide proof of its own compliance program to~~
~~6 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's~~
~~7 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR~~
~~8 within~~
~~9 thirty (30) calendar days of execution of this Contract a signed acknowledgement that~~
~~10 CONTRACTOR~~
~~11 will internally comply with ADMINISTRATOR's Compliance Program and Code of~~
~~12 Conduct.~~
~~13 CONTRACTOR shall have as many Covered Individuals it determines necessary~~
~~14 complete~~
~~15 ADMINISTRATOR's annual compliance training to ensure proper compliance.~~
~~16 4. If CONTRACTOR elects to have its own compliance program, code of conduct~~
~~17 and any~~
~~18 Compliance related policies and procedures reviewed by ADMINISTRATOR, then~~
~~19 CONTRACTOR~~
~~20 shall submit a copy of its compliance program, code of conduct and all relevant policies and~~
~~21 procedures~~
~~22 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.~~
~~23 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents~~
~~24 within a~~
~~25 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if~~
~~26 contractor's~~
~~27 proposed compliance program and code of conduct contain all required elements to the~~
~~ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and~~
~~Code of~~
~~Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements~~
~~and~~
~~CONTRACTOR shall revise its compliance program and code of conduct to meet~~
~~ADMINISTRATOR's required elements within thirty (30) calendar days after~~
~~ADMINISTRATOR's~~
~~Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.~~
~~5. Upon written confirmation from ADMINISTRATOR's compliance officer that~~
~~the~~
~~CONTRACTOR's compliance program, code of conduct and any compliance related~~
~~policies and~~
~~procedures contain all required elements, CONTRACTOR shall ensure that all Covered~~
~~Individuals~~
~~relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,~~

related

- ~~28 policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.~~
- ~~29 B. SANCTION SCREENING CONTRACTOR shall screen all Covered Individuals employed or~~
- ~~30 retained to provide services related to this Contract monthly to ensure that they are not designated as~~
- ~~31 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General~~
- ~~32 Services Administration's Excluded Parties List System or System for Award Management, the Health~~
- ~~33 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the~~
- ~~34 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death~~
- ~~35 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.~~
- ~~36 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,~~
- ~~37 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items~~

~~1 or services or who perform billing or coding functions on behalf of
 2 ADMINISTRATOR.
 3 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made
 4 aware of
 5 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
 6 procedures (or
 7 CONTRACTOR's own compliance program, code of conduct and related policies and
 8 procedures if
 9 CONTRACTOR has elected to use its own).
 10 2. An Ineligible Person shall be any individual or entity who:
 11 a. is currently excluded, suspended, debarred or otherwise ineligible to
 12 participate in
 13 federal and state health care programs; or
 14 b. has been convicted of a criminal offense related to the provision of health care
 15 items or
 16 services and has not been reinstated in the federal and state health care programs after a
 17 period of
 18 exclusion, suspension, debarment, or ineligibility.
 19 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or
 20 engagement.
 21 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative
 22 to this
 23 Contract.
 24 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors
 25 monthly to
 26 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request
 that its
 subcontractors use their best efforts to verify that they are eligible to participate in all federal
 and State
 of California health programs and have not been excluded or debarred from participation in any
 federal
 or state health care programs, and to further represent to CONTRACTOR that they do not
 have any
 Ineligible Person in their employ or under contract.
 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately
 any
 debarment, exclusion or other event that makes the Covered Individual an Ineligible
 Person.
 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual
 providing
 services directly relative to this Contract becomes debarred, excluded or otherwise
 becomes an
 Ineligible Person.
 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from~~

providing

~~27 federal and state funded health care services by contract with COUNTY in the event that they are~~

~~28 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.~~

~~29 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,~~

~~30 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY~~

~~31 business operations related to this Contract.~~

~~32 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or~~

~~33 entity is currently excluded, suspended or debarred, or is identified as such after being sanction~~

~~34 screened. Such individual or entity shall be immediately removed from participating in any activity~~

~~35 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or~~

~~36 sanction(s) to CONTRACTOR for services provided by ineligible person or individual. 37 //~~

~~1 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days
after the
2 overpayment is verified by ADMINISTRATOR.~~

~~3 C. GENERAL COMPLIANCE TRAINING — ADMINISTRATOR shall make General
4 Compliance Training available to Covered Individuals.~~

~~5 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s
6 Compliance Program shall use its best efforts to encourage completion by all Covered
Individuals;~~

~~7 provided, however, that at a minimum CONTRACTOR shall assign at least one (1)
8 designated
representative to complete the General Compliance Training when offered.~~

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

~~11 3. Such training will be made available to each Covered Individual annually.~~

~~12 4. ADMINISTRATOR will track training completion while CONTRACTOR shall
provide~~

~~13 copies of training certification upon request.~~

~~14 5. Each Covered Individual attending a group training shall certify, in writing,
attendance at~~

~~15 compliance training. ADMINISTRATOR shall provide instruction on group training completion
while~~

~~16 CONTRACTOR shall retain the training certifications. Upon written request by
ADMINISTRATOR,~~

~~17 CONTRACTOR shall provide copies of the certifications.~~

~~18 D. SPECIALIZED PROVIDER TRAINING — ADMINISTRATOR shall make
Specialized~~

~~19 Provider Training, where appropriate, available to Covered Individuals.~~

~~20 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all
Covered~~

~~21 Individuals relative to this Contract.~~

~~22 2. Such training will be made available to Covered Individuals within thirty (30)
calendar~~

~~23 days of employment or engagement.~~

~~24 3. Such training will be made available to each Covered Individual annually.~~

~~25 4. ADMINISTRATOR will track online completion of training while CONTRACTOR
shall~~

~~26 provide copies of the certifications upon request.~~

~~27 5. Each Covered Individual attending a group training shall certify, in writing,
attendance at~~

~~28 compliance training. ADMINISTRATOR shall provide instructions on completing the training
in a~~

~~29 group setting while CONTRACTOR shall retain the certifications. Upon written request~~

by

~~30 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~

~~31 E. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a~~

~~32 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the~~

~~33 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty~~

~~34 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this~~

~~35 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of~~

~~36 such~~

~~default. 37~~

~~—/#~~

V. CONFIDENTIALITY

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

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

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

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

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

~~F. CONTRACTOR shall notify ADMINISTRATOR within twenty four (24) hours during a work~~

~~26—week, of any suspected or actual breach of its computer system. 27~~

~~28—~~ **VI. COST REPORT**

~~29— A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, and Period~~

~~30— Three, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the~~

~~31— period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the~~

~~32— Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the~~

~~33— Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs~~

~~34— to and between programs, cost centers, services, and funding sources in accordance with such~~

~~35— requirements and consistent with prudent business practice, which costs and allocations shall be~~

~~36— supported by source documentation maintained by CONTRACTOR, and available at any time to~~

~~37— ADMINISTRATOR upon reasonable notice.~~

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

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

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

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

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

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

~~C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set~~

~~26—forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall
not claim~~

~~27—expenditures to COUNTY which are not reimbursable pursuant to applicable federal,
state and~~

~~28—COUNTY laws, regulations and requirements. Any payment made by COUNTY to
CONTRACTOR,~~

~~29—which is subsequently determined to have been for an unreimbursable expenditure or service,
shall be~~

~~30—repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty
(30)~~

~~31—calendar days of submission of the Cost Report or COUNTY may elect to reduce any
amount owed~~

~~32—CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

~~33—D. If the Cost Report indicates the actual and reimbursable costs of services provided
pursuant to~~

~~34—this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim
monthly~~

~~35—payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY.
Such~~

~~36—reimbursement shall be made, in cash, or other authorized form of payment, with the
submission of the~~

~~37—Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30)
calendar days~~

~~1 after submission of the Cost Report, COUNTY may, in addition to any other remedies,
 2 reduce any
 3 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.
 4 E. If the Cost Report indicates the actual and reimbursable costs of services provided
 5 pursuant to
 6 this Contract, less applicable revenues and late penalty, are higher than the aggregate of
 7 interim monthly
 8 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
 9 such
 10 payment does not exceed the Maximum Obligation of COUNTY.
 11 F. All Cost Reports shall contain the following attestation, which may be typed directly
 12 on or
 13 attached to the Cost Report:~~

~~14
 15 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 16 supporting documentation prepared by _____ for the cost report period
 17 beginning _____ and ending _____ and that, to the best of my
 18 knowledge and belief, costs reimbursed through this Contract are reasonable and
 19 allowable and directly or indirectly related to the services provided and that this Cost
 20 Report is a true, correct, and complete statement from the books and records of
 21 (provider name) in accordance with applicable instructions, except as noted. I also
 22 hereby certify that I have the authority to execute the accompanying Cost
 23 Report. 18~~

~~24 Signed _____
 25 Name _____
 26 Title _____
 27 Date _____"~~

VII. DEBARMENT AND SUSPENSION CERTIFICATION

~~28 A. CONTRACTOR certifies that it and its principals:
 29 1. Are not presently debarred, suspended, proposed for debarment, declared
 30 ineligible, or
 31 voluntarily excluded by any federal department or agency.
 32 2. Have not within a three-year period preceding this Contract been convicted of or had
 a civil
 judgment rendered against them for commission of fraud or a criminal offense in
 connection with
 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or
 contract
 under a public transaction; violation of federal or state antitrust statutes or
 commission of
 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false~~

~~statements, or~~

~~33 receiving stolen property.~~

~~34 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,~~

~~35 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.~~

~~36 above.~~

~~37 //~~

~~1 4. Have not within a three-year period preceding this Contract had one or more
public
2 transactions (federal, state, or local) terminated for cause or default.
3 5. Shall not knowingly enter into any lower tier covered transaction with a person
who is
4 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4),
debarred,
5 suspended, declared ineligible, or voluntarily excluded from participation in such transaction
unless
6 authorized by the State of California.
7 6. Shall include without modification, the clause titled "Certification Regarding
Debarment,
8 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e.,
transactions
9 with sub-grantees and/or contractors) and in all solicitations for lower tier covered
transactions in
10 accordance with 2 CFR Part 376.
11 B. The terms and definitions of this paragraph have the meanings set out in the
Definitions and
12 Coverage sections of the rules implementing 51 F.R.
6370.13~~

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

~~14 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,
without
15 prior written consent of COUNTY. CONTRACTOR shall provide written notification
of
16 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or
part, to
17 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the
delegation.
18 Any attempted assignment or delegation in derogation of this paragraph shall be void.
19 B. CONTRACTOR agrees that if there is a change or transfer in ownership of
CONTRACTOR's
20 business prior to completion of this Contract, and COUNTY agrees to an assignment of the
Contract, the
21 new owners shall be required under the terms of sale or other instruments of transfer to
assume
22 CONTRACTOR's duties and obligations contained in this Contract and complete them
to the
23 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole
or in
24 part, without the prior written consent of COUNTY.
25 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit
corporation to
26~~

~~27—any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)~~
~~28—of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an~~
~~29—assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community~~
~~30—clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal~~

~~31~~1. ~~Government. Any attempted assignment or delegation in derogation of this~~II. Budget, subparagraph shall be void.~~A. of the Contract is deleted in its entirety and replaced with the following:~~

~~32—~~2. ~~If CONTRACTOR is a for-profit organization, any change in the business structure,~~
~~33—including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of~~
~~34—CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a~~
~~35—change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR~~
~~36—at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or~~
~~37—delegation in derogation of this subparagraph shall be void.~~

~~1 3. If CONTRACTOR is a governmental organization, any change to another
 2 structure,
 3 including a change in more than fifty percent (50%) of the composition of its governing body (i.e.
 4 Board
 5 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be
 6 deemed an
 7 assignment for purposes of this paragraph. Any attempted assignment or delegation in
 8 derogation of
 9 this subparagraph shall be void.~~

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

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

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

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

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

~~26 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to~~

COUNTY

~~27—pursuant to this Contract.~~

~~28— 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,~~

~~29— amounts claimed for subcontracts not approved in accordance with this paragraph.~~

~~30— 4. This provision shall not be applicable to service agreements usually and customarily~~

~~31— entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional~~

~~32— services provided by consultants.~~

~~33— D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's~~

~~34— status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR~~

~~35— is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation~~

~~36— against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance~~

~~37— under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County~~

~~1 that may arise prior to or during the period of Contract performance. While CONTRACTOR will be
 2 required to provide this information without prompting from COUNTY any time there is a change in
 3 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
 4 update to COUNTY of its status in these areas whenever requested by
 COUNTY. 5~~

~~6 **IX. DISPUTE RESOLUTION**~~

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

~~10 brought to the attention of the COUNTY Purchasing Agency by way of the following process:~~

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

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

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

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

deemed

~~27—a final decision adverse to CONTRACTOR's contentions.~~

~~28— D. This Contract has been negotiated and executed in the State of California and shall be governed~~

~~29— by and construed under the laws of the State of California. In the event of any legal action to enforce or~~

~~30— interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in~~

~~31— Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of~~

~~32— such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically~~

~~33— agree to waive any and all rights to request that an action be transferred for adjudication to another~~

~~34— county.~~

~~35—#~~

~~36—#~~

~~37—#~~

X. EMPLOYEE ELIGIBILITY VERIFICATION

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

XI. EQUIPMENT

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

~~B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment,~~

~~CONTRACTOR~~

~~26 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting~~
~~27 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.~~
~~28 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each~~
~~29 purchased asset in an Equipment inventory.~~
~~30 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to~~
~~31 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in~~
~~32 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it~~
~~33 is purchased. Title of expensed Equipment shall be vested with COUNTY.~~
~~34 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part~~
~~35 with funds paid through this Contract, including date of purchase, purchase price, serial number, model~~
~~36 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, 37 //~~

~~1 and shall include the original purchase date and price, useful life, and balance of depreciated
 2 Equipment
 3 cost, if any.
 4 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic
 5 physical
 6 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return
 7 any
 8 or all Equipment to COUNTY.
 9 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the
 10 procedure
 11 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In
 12 addition,
 13 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when
 14 items of
 15 Equipment are moved from one location to another or returned to COUNTY as surplus.
 16 G. Unless this Contract is followed without interruption by another agreement between the
 17 parties
 18 for substantially the same type and scope of services, at the termination of this Contract for
 19 any cause,
 20 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
 21 this
 22 Contract.
 23 H. CONTRACTOR shall maintain and administer a sound business program for
 24 ensuring the
 25 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY
 26 Equipment.
 I. The total cost of all Equipment purchases shall not exceed \$50,000
 annually.~~

XII. FACILITIES, PAYMENTS AND SERVICES

~~19 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in
 20 accordance
 21 with this Contract. COUNTY shall compensate, and authorize, when applicable, said
 22 services.
 23 CONTRACTOR shall operate continuously throughout the term of this Contract with at
 24 least the
 25 minimum number and type of staff which meet applicable federal and state requirements, and
 26 which are
 necessary for the provision of the services hereunder.
 B. In the event that CONTRACTOR is unable to provide the services, staffing,
 facilities, or
 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
 Obligation
 for the appropriate Period(s) as well as the Total Maximum Obligation. The reduction to the
 Maximum~~

~~27—Obligation for the appropriate Period(s) as well as the Total Maximum Obligation shall be in an amount~~
~~28—proportionate to the number of days in which CONTRACTOR was determined to be unable to provide~~
~~29—services, staffing, facilities or~~
~~supplies. 30~~

~~31—~~ **XIII. INDEMNIFICATION AND INSURANCE**

~~32— A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,~~
~~33— and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special~~
~~34— districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board~~
~~35— (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,~~
~~36— including but not limited to personal injury or property damage, arising from or related to the services,~~
~~37— products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is~~

~~1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because
of the
2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
3 COUNTY agree that liability will be apportioned as determined by the court. Neither
Party shall
4 request a jury apportionment.
5 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to
purchase all
6 required insurance at CONTRACTOR's expense, including all endorsements required herein,
necessary
7 to satisfy COUNTY that the insurance provisions of this Contract have been complied
with.
8 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and
endorsements
9 on deposit with COUNTY during the entire term of this Contract. In addition, all
subcontractors
10 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance
subject
11 to the same terms and conditions as set forth herein for CONTRACTOR.
12 C. CONTRACTOR shall ensure that all subcontractors performing work on
behalf of
13 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance
as an
14 Additional Insured or maintain insurance subject to the same terms and conditions as set forth
herein for
15 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors
have less
16 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It
is the
17 obligation of CONTRACTOR to provide notice of the insurance requirements to every
subcontractor
18 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such
proof of
19 insurance must be maintained by CONTRACTOR through the entirety of this Contract for
inspection by
20 COUNTY representative(s) at any reasonable time.
21 D. All SIRs shall be clearly stated on the COI. If CONTRACTOR is self-
insured,
22 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in
this
23 Contract, agrees to all of the following:
24 1. In addition to the duty to indemnify and hold the COUNTY harmless against any
and all
25 liability, claim, demand or suit resulting from CONTRACTOR's, its agents,~~

~~employee's or~~

~~26 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole~~

~~27 cost and expense with counsel approved by Board of Supervisors against same; and~~

~~28 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any~~

~~29 duty to indemnify or hold harmless; and~~

~~30 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to~~

~~31 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be~~

~~32 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.~~

~~33 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of~~

~~34 this Contract, the COUNTY may terminate this Contract.~~

~~35 F. QUALIFIED INSURER~~

~~36 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of~~

~~37 A (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current~~

1 ~~edition of the Best's Key Rating Guide/Property-Casualty/United States or~~ It is
2 ~~ambest.com).~~

3 ~~preferred, but not mandatory, that the insurer be licensed to do business in the state of~~
4 ~~California~~

5 ~~(California Admitted Carrier).~~

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

8 ~~Risk Management retains the right to approve or reject a carrier after a review of the~~
9 ~~company's~~

10 ~~performance and financial ratings.~~

11 ~~G. The policy or policies of insurance maintained by CONTRACTOR shall provide the~~
12 ~~minimum~~

13 ~~limits and coverage as set forth below:~~

14

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

15 ~~H. REQUIRED COVERAGE FORMS~~

16 ~~1. The Commercial General Liability coverage shall be written on ISO form CG 00~~
17 ~~01, or a~~

18 ~~substitute form providing liability coverage at least as broad.~~

19 ~~2. The Business Automobile Liability coverage shall be written on ISO form CA 00~~
20 ~~01,~~

21 ~~CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.~~

22 ~~I. REQUIRED ENDORSEMENTS~~

23 ~~1. The Commercial General Liability policy shall contain the following endorsements,~~
24 ~~which~~

25 ~~shall accompany the COI:~~

26 ~~a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at~~
27 ~~least~~

~~33 as broad naming the **County of Orange, its elected and appointed officials, officers, agents and**~~
~~34 **employees** as Additional Insureds, or provide blanket coverage, which will state **AS**~~
~~35 **WRITTEN**~~
~~**AGREEMENT.** 36 //~~
37 //

~~1 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a
 2 form at
 3 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance
 4 or self-
 5 insurance maintained by the County of Orange shall be excess and non-contributing.
 6 J. All insurance policies required by this Agreement shall waive all rights of subrogation
 7 against
 8 the County of Orange and members of the Board of Supervisors, its elected and appointed
 9 officials,
 10 officers, agents and employees when acting within the scope of their appointment or
 11 employment.
 12 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement
 13 waiving
 14 all rights of subrogation against the **County of Orange, its elected and appointed**
 15 **officials,**
 16 **officers, agents and employees,** or provide blanket coverage, which will state **AS**
 17 **REQUIRED BY**
 18 **WRITTEN AGREEMENT.**
 19 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
 20 policy
 21 cancellation and within ten (10) days for non-payment of premium and provide a copy
 22 of the
 23 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall
 24 constitute a
 25 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or
 terminate
 this Contract.
 M. The Commercial General Liability policy shall contain a "severability of interests"
 clause also
 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
 N. Insurance certificates should be forwarded to the agency/department address listed
 on the
 solicitation.
 O. If the Contractor fails to provide the insurance certificates and endorsements within
 seven (7)
 days of notification by CEO/Purchasing or the agency/department purchasing division, award
 may be
 made to the next qualified vendor.
 P. COUNTY expressly retains the right to require CONTRACTOR to increase or
 decrease
 insurance of any of the above insurance types throughout the term of this Contract. Any
 increase or
 decrease in insurance will be as deemed by County of Orange Risk Manager as
 appropriate to~~

~~26~~ adequately protect COUNTY.

~~27~~ Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If

~~28~~ CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with

~~29~~ COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,

~~30~~ this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be

~~31~~ entitled to all legal remedies.

~~32~~ R. The procuring of such required policy or policies of insurance shall not be construed to limit

~~33~~ CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of

~~34~~ this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

~~35~~ S. SUBMISSION OF INSURANCE DOCUMENTS

~~36~~ 1. The COI and endorsements shall be provided to COUNTY as follows:

~~37~~ a. Prior to the start date of this Contract.

~~1 b. No later than the expiration date for each policy.~~
~~2 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY~~
~~3 regarding~~
~~4 changes to any of the insurance requirements as set forth in the Coverage Subparagraph~~
~~5 above.~~
~~6 2. The COI and endorsements shall be provided to the COUNTY at the address as~~
~~7 specified in~~
~~8 the Referenced Contract Provisions of this Contract.~~
~~9 3. If CONTRACTOR fails to submit the COI and endorsements that meet the~~
~~10 insurance~~
~~11 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR~~
~~12 shall have~~
~~13 sole discretion to impose one or both of the following:~~
~~14 a. ADMINISTRATOR may withhold or delay any or all payments due~~
~~15 CONTRACTOR~~
~~16 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time~~
~~17 that the~~
~~18 required COI and endorsements that meet the insurance provisions stipulated in this~~
~~19 Contract are~~
~~20 submitted to ADMINISTRATOR.~~
~~21 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for~~
~~22 each late~~
~~23 COI or endorsement for each business day, pursuant to any and all Contracts between~~
~~24 COUNTY and~~
~~25 CONTRACTOR, until such time that the required COI and endorsements that meet the~~
~~26 insurance~~
~~27 provisions stipulated in this Contract are submitted to ADMINISTRATOR.~~
~~28 c. If CONTRACTOR is assessed a late penalty, the amount shall be~~
~~29 deducted from~~
~~30 CONTRACTOR's monthly invoice.~~
~~31 4. In no cases shall assurances by CONTRACTOR, its employees, agents,~~
~~32 including any~~
~~33 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept~~
~~34 valid COIs~~
~~35 and endorsements, or in the interim, an insurance binder as adequate evidence of~~
~~36 insurance coverage.~~

XIII. INSPECTIONS AND AUDITS

~~37 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized~~
~~38 representative~~
~~39 of the State of California, the Secretary of the United States Department of Health and Human~~
~~40 Services,~~
~~41 the Comptroller General of the United States, or any other of their authorized representatives,~~
~~42 shall have~~
~~43 access to any books, documents, and records, including but not limited to, financial~~

~~statements, general~~
~~28 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly~~
~~29 pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an~~
~~30 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth~~
~~31 in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all~~
~~32 reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the~~
~~33 premises in which they are provided.~~
~~34 B. CONTRACTOR shall actively participate and cooperate with any person specified in~~
~~35 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this~~
~~36 Contract, and shall provide the above mentioned persons adequate office space to conduct such~~
~~37 evaluation or monitoring.~~

~~C. AUDIT RESPONSE~~

~~1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.~~

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

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

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

~~**XIV. LICENSES AND LAWS**~~

~~A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates,~~

accreditations,

~~27—waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,~~

~~28—regulations and requirements of the United States, the State of California, COUNTY, and all other~~

~~29—applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and~~

~~30—in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,~~

~~31—permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be~~

~~32—cause for termination of this Contract.~~

~~33— B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~34— 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days~~

~~35—of the award of this Contract:~~

~~36— a. In the case of an individual contractor, his/her name, date of birth, social security~~

~~37—number, and residence address;~~

~~1 b. In the case of a contractor doing business in a form other than as an
 2 individual, the
 3 name, date of birth, social security number, and residence address of each individual who
 4 owns an
 5 interest of ten percent (10%) or more in the contracting entity;
 6 c. A certification that CONTRACTOR has fully complied with all applicable federal
 7 and
 8 state reporting requirements regarding its employees;
 9 d. A certification that CONTRACTOR has fully complied with all lawfully served
 10 Wage
 11 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
 12 2. Failure of CONTRACTOR to timely submit the data and/or certifications
 13 required by
 14 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee
 15 reporting
 16 requirements for child support enforcement, or to comply with all lawfully served Wage and
 17 Earnings
 18 Assignment Orders and Notices of Assignment, shall constitute a material breach of this
 19 Contract; and
 20 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall
 21 constitute
 22 grounds for termination of this Contract.
 23 3. It is expressly understood that this data will be transmitted to governmental
 24 agencies
 25 charged with the establishment and enforcement of child support orders, or as permitted by
 26 federal
 27 and/or state statute.
 28 C. CONTRACTOR shall comply with all applicable governmental laws, regulations,
 29 and
 30 requirements as they exist now or may be hereafter amended or changed. These laws,
 31 regulations, and
 32 requirements shall include, but not be limited to, the following:
 33 1. ARRA of 2009.
 34 2. CCC §§56 through 56.37, Confidentiality of Medical Information.
 35 3. CCC §§1798.80 through 1798.84, Customer Records.
 36 4. CCC §1798.85, Confidentiality of Social Security Numbers.
 37 5. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22
 38 Social
 39 Security.
 40 6. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6 Drug and Alcohol Abuse
 41 Master Plans
 42 7. HSC, §§11839 through 11839.22, Narcotic Treatment Programs.
 43 8. HSC, §11876, Narcotic Treatment Programs.~~

- ~~30 — 9. HSC, §§123110 through 123149.5, Patient Access to Health Records.~~
- ~~31 — 10. Code of Federal Regulations, Title 42, Public Health.~~
- ~~32 — 11. 2 CFR 230, Cost Principles for Nonprofit Organizations~~
- ~~33 — 12. 2 CFR 376, Nonprocurement, Debarment and Suspension.~~
- ~~34 — 13. 41 CFR 50, Public Contracts and Property Management~~
- ~~35 — 14. 42 CFR 2, Confidentiality of Alcohol and Drug Abuse Patient Records.~~
- ~~36 — 15. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse~~
- ~~37 — prevention and treatment block grants and/or projects for assistance in transition from~~

- 1 homelessness grants.
- 2 ~~16. 45 CFR 93, New Restrictions on Lobbying.~~
- 3 ~~17. 45 CFR 96.127, Requirements regarding Tuberculosis.~~
- 4 ~~18. 45 CFR 96.132, Additional Agreements.~~
- 5 ~~19. 45 CFR 96.135, Restrictions on Expenditure of Grant.~~
- 6 ~~20. 45 CFR 160, General Administrative Requirements.~~
- 7 ~~21. 45 CFR 162, Administrative Requirements.~~
- 8 ~~22. 45 CFR 164, Security and Privacy.~~
- 9 ~~23. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.~~
- 10 ~~24. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.~~
- 11 ~~25. 22 USC §7104(g), as amended by section 1702, Trafficking Victims Protection Act of~~
- 12 ~~2000~~
- 13 ~~26. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain~~
- 14 ~~Federal Contracting and Financial Transactions.~~
- 15 ~~27. 31 USC §§7501—7507, as well as its implementing regulations under 2 CFR Part~~
- 16 ~~200,~~
- 17 ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements~~
- 18 ~~for Federal Awards~~
- 19 ~~28. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and~~
- 20 ~~Alcoholism; National Institute on Drug Abuse.~~
- 21 ~~29. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health~~
- 22 ~~Services Administration.~~
- 23 ~~30. 42 USC §290dd-2, Confidentiality of Records.~~
- 24 ~~31. 42 USC §1320(a), Uniform reporting systems for health services~~
- 25 ~~facilities and organizations.~~
- 26 ~~32. 42 USC §§1320d through 1320d-9, Administrative Simplification.~~
- 27 ~~33. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.~~
- 28 ~~34. 42 USC §6101 et seq., Age Discrimination Act of 1975.~~
- 29 ~~35. 42 USC §2000d, Civil Rights Act of 1964.~~
- 30 ~~36. U.S. Department of Health and Human Services, National Institutes of Health~~
- 31 ~~(NIH), Grants Policy Statement (10/13).~~
- 32 ~~37. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment~~
- 33 ~~(EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight~~
- 34 ~~and Accountability Commission, 1/17/08~~
- 35 ~~38. State of California, Department of Alcohol and Drug Programs Audit~~
- 36 ~~Assistance Guide Manual~~
- 37 ~~39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or~~
- ~~Other Drug Program Certification Standards, March 2004.~~

XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

~~A. Any written information or literature, including educational or promotional materials,~~

~~distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related~~

~~to this Contract must be approved at least thirty (30) days in advance and in writing by~~

~~ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written~~

~~materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,~~

~~and electronic media such as the Internet.~~

~~B. Any advertisement through radio, television broadcast, or the Internet, for educational or~~

~~promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this~~

~~Contract must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.~~

~~C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly~~

~~available social media sites) in support of the services described within this Contract, CONTRACTOR~~

~~shall develop social media policies and procedures and have them available to ADMINISTRATOR~~

~~upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media~~

~~used to either directly or indirectly support the services described within this Contract. CONTRACTOR~~

~~shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social~~

~~media developed in support of the services described within this Contract. CONTRACTOR shall also~~

~~include any required funding statement information on social media when required by ADMINISTRATOR.~~

~~D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement~~

~~by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

~~E. CONTRACTOR shall also clearly explain through these materials that there shall be no~~

~~unlawful use of drugs or alcohol associated with the services provided pursuant to this Contract, as~~

~~specified in HSC, §11999-11999.3.~~

XVII. MAXIMUM OBLIGATION

~~27 The Total Maximum Obligation of COUNTY for services provided in accordance with
 this
 28 Contract, and the separate Maximum Obligations for each period under this Contract, are as
 specified in
 29 the Referenced Contract Provisions of this
 Contract. 30~~

~~31~~ **XVIII. MINIMUM WAGE LAWS**

~~32 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as
 amended, and
 33 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater
 of the
 34 federal or California Minimum Wage to all its employees that directly or indirectly provide
 services
 35 pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify
 that all
 36 its contractors or other persons providing services pursuant to this Contract on
 behalf of 37 //~~

~~1 CONTRACTOR also pay their employees no less than the greater of the federal or California
Minimum~~

~~2 Wage.~~

~~3 B. CONTRACTOR shall comply and verify that its contractors comply with all other
federal and~~

~~4 State of California laws for minimum wage, overtime pay, record keeping, and child labor
standards~~

~~5 pursuant to providing services pursuant to this Contract.~~

~~6 C. Notwithstanding the minimum wage requirements provided for in this clause,
CONTRACTOR,~~

~~7 where applicable, shall comply with the prevailing wage and related requirements, as
provided for in~~

~~8 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code
of the~~

~~9 State of California (§§1770, et seq.), as it now exists or may hereafter be
amended. 10~~

~~11 **XVIII. NONDISCRIMINATION**~~

~~12 **A. EMPLOYMENT**~~

~~13 1. During the term of this Contract, CONTRACTOR and its Covered Individuals
shall not~~

~~14 unlawfully discriminate against any employee or applicant for employment because of
his/her race,~~

~~15 religious creed, color, national origin, ancestry, physical disability, mental disability, medical
condition,~~

~~16 genetic information, marital status, sex, gender, gender identity, gender expression,
age, sexual~~

~~17 orientation, or military and veteran status. Additionally, during the term of this
Contract,~~

~~18 CONTRACTOR and its Covered Individuals shall require in its subcontracts that
subcontractors shall~~

~~19 not unlawfully discriminate against any employee or applicant for employment because of
his/her race,~~

~~20 religious creed, color, national origin, ancestry, physical disability, mental disability, medical
condition,~~

~~21 genetic information, marital status, sex, gender, gender identity, gender expression,
age, sexual~~

~~22 orientation, or military and veteran status.~~

~~23 2. CONTRACTOR and its Covered Individuals shall not discriminate against
employees or~~

~~24 applicants for employment in the areas of employment, promotion, demotion or transfer;
recruitment or~~

~~25 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
selection~~

~~26 for training, including apprenticeship.~~

~~27~~ ~~3. CONTRACTOR shall not discriminate between employees with spouses and~~
~~employees~~
~~28~~ ~~with domestic partners, or discriminate between domestic partners and spouses of those~~
~~employees, in~~
~~29~~ ~~the provision of benefits.~~

~~30~~ ~~4. CONTRACTOR shall post in conspicuous places, available to employees and~~
~~applicants for~~
~~31~~ ~~employment, notices from ADMINISTRATOR and/or the United States Equal~~
~~Employment~~
~~32~~ ~~Opportunity Commission setting forth the provisions of the Equal Opportunity clause.~~

~~33~~ ~~5. All solicitations or advertisements for employees placed by or on behalf of~~
~~34~~ ~~CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive~~
~~consideration~~
~~35~~ ~~for employment without regard to race, religious creed, color, national origin, ancestry,~~
~~physical~~
~~36~~ ~~disability, mental disability, medical condition, genetic information, marital status, sex, gender,~~
~~gender~~ ~~37~~ ~~#~~

~~1 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements~~
~~2 shall be deemed fulfilled by use of the term EOE.~~
~~3 6. Each labor union or representative of workers with which CONTRACTOR and/or~~
~~4 subcontractor has a collective bargaining agreement or other contract or understanding must post a~~
~~5 notice advising the labor union or workers' representative of the commitments under this~~
~~6 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to~~
~~7 employees and applicants for employment.~~
~~8 B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not~~
~~9 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities~~
~~10 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental~~
~~11 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender~~
~~12 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the~~
~~13 Education Amendments of 1972 as they relate to 20 USC §1681 – §1688; Title VI of the Civil Rights~~
~~14 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division~~
~~15 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the~~
~~16 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other~~
~~17 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and~~
~~18 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this~~
~~19 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one~~
~~20 or more of the factors identified above:~~
~~21 1. Denying a client or potential client any service, benefit, or accommodation.~~
~~22 2. Providing any service or benefit to a client which is different or is provided in a different~~
~~23 manner or at a different time from that provided to other clients.~~
~~24 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by~~
~~25 others receiving any service or benefit.~~

~~26 4. Treating a client differently from others in satisfying any admission
27 requirement or
28 condition, or eligibility requirement or condition, which individuals must meet in order to be
29 provided
30 any service or benefit.
31 5. Assignment of times or places for the provision of services.
32 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
33 clients
34 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may
35 file all
36 complaints alleging discrimination in the delivery of services with CONTRACTOR,
37 subcontractor, and
ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.
1. Whenever possible, problems shall be resolved informally and at the point of
service.
CONTRACTOR shall establish an internal informal problem resolution process for clients not
able to
resolve such problems at the point of service. Clients may initiate a grievance or complaint
directly with
CONTRACTOR either orally or in writing.~~

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

3 ~~D. PERSONS WITH DISABILITIES — CONTRACTOR and/or subcontractor agree to~~
comply
4 ~~with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et~~
seq., as
5 ~~implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as~~
amended (42
6 ~~USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the~~
prohibition of
7 ~~discrimination against qualified persons with disabilities in all programs or activities; and if~~
applicable,
8 ~~as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended~~
together
9 ~~with succeeding legislation.~~

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

15 ~~F. In the event of non-compliance with this paragraph or as otherwise provided by~~
federal and
16 ~~state law, this Contract may be canceled, terminated or suspended in whole or in~~
part and
17 ~~CONTRACTOR or subcontractor may be declared ineligible for further contracts involving~~
federal,
18 ~~state or county~~
funds. 19

20 ~~**XIX. NOTICES**~~

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

23 ~~1. When written and deposited in the United States mail, first class postage~~
prepaid and
24 ~~addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise~~
directed by

25 ~~ADMINISTRATOR;~~

26 ~~2. When faxed, transmission confirmed;~~

~~27~~ ~~3. When sent by Email; or~~
~~28~~ ~~4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel~~
~~29~~ ~~Service, or any other expedited delivery service.~~
~~30~~ ~~B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of~~
~~31~~ ~~this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,~~
~~32~~ ~~transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United~~
~~33~~ ~~Parcel Service, or any other expedited delivery service.~~
~~34~~ ~~C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of~~
~~35~~ ~~becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such~~
~~36~~ ~~occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or~~
~~37~~ ~~damage to any COUNTY property in possession of CONTRACTOR.~~

~~1 D. For purposes of this Contract, any notice to be provided by COUNTY may be
2 given by
3 ADMINISTRATOR.~~

~~4 **XXI. NOTIFICATION OF DEATH**~~

~~5 A. Upon becoming aware of the death of any person served pursuant to this
6 Contract,
7 CONTRACTOR shall immediately notify ADMINISTRATOR.~~

~~8 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall
9 contain
10 the name of the deceased, the date and time of death, the nature and circumstances of the
11 death, and the
12 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.~~

~~13 1. TELEPHONE NOTIFICATION CONTRACTOR shall notify ADMINISTRATOR
14 by~~

~~15 telephone immediately upon becoming aware of the death due to non-terminal illness of any
16 person~~

~~17 served pursuant to this Contract; provided, however, weekends and holidays shall not be
18 included for~~

~~19 purposes of computing the time within which to give telephone notice and, notwithstanding
20 the time~~

~~21 limit herein specified, notice need only be given during normal business hours.~~

~~22 2. WRITTEN NOTIFICATION~~

~~23 a. NON-TERMINAL ILLNESS CONTRACTOR shall hand deliver, fax, and/or
24 send~~

~~25 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after
26 becoming~~

~~27 aware of the death due to non-terminal illness of any person served pursuant to this Contract.~~

~~28 b. TERMINAL ILLNESS CONTRACTOR shall notify ADMINISTRATOR by written
report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S.
Mail within~~

~~forty-eight (48) hours of becoming aware of the death due to terminal illness of any person
served~~

~~pursuant to this Contract.~~

~~C. If there are any questions regarding the cause of death of any person served
pursuant to this~~

~~Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances
related to~~

~~the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with
this~~

~~Notification of Death~~

~~Paragraph. 27~~

~~28 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**~~

~~29 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded
in
30 whole or in part by the COUNTY, except for those events or meetings that are intended solely
to serve
31 clients or occur in the normal course of business.
32 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in
advance
33 of any applicable public event or meeting. The notification must include the date, time,
duration,
34 location and purpose of the public event or meeting. Any promotional materials or event
related flyers
35 must be approved by ADMINISTRATOR prior to
distribution. 36//
37//~~

~~1 XXIII. RECORDS MANAGEMENT AND MAINTENANCE~~

~~2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout
the term~~

~~3 of this Contract, prepare, maintain and manage records appropriate to the services
provided and in~~

~~4 accordance with this Contract and all applicable requirements.~~

~~5 B. CONTRACTOR shall ensure appropriate financial records related to cost
reporting,~~

~~6 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.~~

~~7 C. CONTRACTOR shall ensure all appropriate state and federal standards of
documentation,~~

~~8 preparation, and confidentiality of records related to Client records are met at all times.~~

~~9 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years
from the~~

~~10 commencement of the contract, unless a longer period is required due to legal proceedings
such as~~

~~11 litigations and/or settlement of claims.~~

~~12 E. CONTRACTOR shall make records pertaining to the costs of services, Client fees,
charges,~~

~~13 billings, and revenues available at one (1) location within the limits of the County of Orange.~~

~~14 F. If CONTRACTOR is unable to meet the record location criteria above,
ADMINISTRATOR~~

~~15 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
16 CONTRACTOR.~~

~~17 G. CONTRACTOR may be required to retain all records involving litigation proceedings
and~~

~~18 settlement of claims for a longer term as directed by ADMINISTRATOR.~~

~~19 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising
out~~

~~20 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
all~~

~~21 information that is requested by the PRA~~

~~request. 22~~

~~23 XXIII. RESEARCH AND PUBLICATION~~

~~24 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising
out~~

~~25 of, or developed, as a result of this Contract for the purpose of personal or professional
research, or for~~

~~26 publication~~

~~27~~

~~28 XXIV. SEVERABILITY~~

~~29 If a court of competent jurisdiction declares any provision of this Contract or application
thereof to~~

~~30 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
31 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
32 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
33 force and effect, and to that extent the provisions of this Contract are
34 severable.~~

~~35~~ **XXVI. SPECIAL PROVISIONS**

~~36 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following~~

~~37 purposes:~~

- ~~1. Making cash payments to intended recipients of services through this Contract.~~
- ~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).~~
- ~~3. Fundraising.~~
- ~~4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.~~
- ~~5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.~~
- ~~6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~
- ~~7. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.~~
- ~~8. Severance pay for separating employees.~~
- ~~9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.~~
- ~~10. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.~~
- ~~11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~
- ~~12. Contracting or subcontracting with any entity other than an individual or nonprofit entity.~~
- ~~13. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.~~
- ~~14. Promoting the legalization of any drug or other substance included in Schedule 1 of the Controlled Substance Act (21 USC 812).~~
- ~~15. Distributing or aiding in the distribution of sterile needles or syringes for the hypodermic~~

~~29 injection of any illegal drug.~~

~~30 16. Assisting, promoting, or deterring union organizing.~~

~~31 17. Providing inpatient hospital services or purchasing major medical equipment.~~

~~32 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR,
CONTRACTOR~~

~~33 shall not use the funds provided by means of this Contract for the following purposes:~~

~~34 1. Funding travel or training (excluding mileage or parking).~~

~~35 2. Making phone calls outside of the local area unless documented to be directly
for the~~

~~36 purpose of client care.~~

~~37 3. Payment for grant writing, consultants, certified public accounting, or legal services.~~

~~1 4. Purchase of artwork or other items that are for decorative purposes and do not directly~~

~~2 contribute to the quality of services to be provided pursuant to this Contract.~~

~~3 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~

~~4 CONTRACTOR's clients.~~

~~5 C. Neither party shall be responsible for delays or failures in performance resulting from acts~~

~~6 beyond the control of the affected party. Such acts shall include, but not be limited to, acts of God, fire,~~

~~7 flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public~~

~~8 related utility, or governmental statutes or regulations imposed after the fact. 9~~

~~10 **XXVII. STATUS OF CONTRACTOR**~~

~~11 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be~~

~~12 wholly responsible for the manner in which it performs the services required of it by the terms of this~~

~~13 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and~~

~~14 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the~~

~~15 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR~~

~~16 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR~~

~~17 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or~~

~~18 subcontractors as they relate to the services to be provided during the course and scope of their~~

~~19 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be~~

~~20 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner~~

~~21 to be COUNTY's employees. 22~~

~~23 **XXVIII. TERM**~~

~~24 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of~~

~~25 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the~~

~~26 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this~~

~~27—Contract; provided, however, CONTRACTOR shall be obligated to perform such duties as would~~
~~28—normally extend beyond this term, including but not limited to, obligations with respect to~~
~~29—confidentiality, indemnification, audits, reporting and accounting.~~
~~30—B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend~~
~~31—or holiday may be performed on the next regular business day. 32~~

~~33—~~ **XXVIII. TERMINATION**

~~34—A. CONTRACTOR shall be responsible for meeting all programmatic and administrative~~
~~35—contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject~~
~~36—to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not~~
~~37—meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe~~

~~1 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until
2 resolved and/or the Contract could be terminated.~~

~~3 B. COUNTY may terminate this Contract immediately, upon written notice, on the
4 occurrence of
5 any of the following events:~~

~~6 1. The loss by CONTRACTOR of legal capacity.~~

~~7 2. Cessation of services.~~

~~8 3. The delegation or assignment of CONTRACTOR's services, operation or
9 administration to~~

~~10 another entity without the prior written consent of COUNTY.~~

~~11 4. The neglect by any physician or licensed person employed by CONTRACTOR of
12 any duty~~

~~13 required pursuant to this Contract.~~

~~14 5. The loss of accreditation or any license required by the Licenses and Laws
15 Paragraph of~~

~~16 this Contract.~~

~~17 6. The continued incapacity of any physician or licensed person to perform duties
18 required~~

~~19 pursuant to this Contract.~~

~~20 7. Unethical conduct or malpractice by any physician or licensed person providing
21 services~~

~~22 pursuant to this Contract; provided, however, COUNTY may waive this option if
23 CONTRACTOR~~

~~24 removes such physician or licensed person from serving persons treated or assisted
25 pursuant to this~~

~~26 Contract.~~

~~27 C. CONTINGENT FUNDING~~

~~28 1. Any obligation of COUNTY under this Contract is contingent upon the following:~~

~~29 a. The continued availability of federal, state and county funds for
30 reimbursement of~~

~~31 COUNTY's expenditures, and~~

~~32 b. Inclusion of sufficient funding for the services hereunder in the applicable
33 budget(s)~~

~~34 approved by the Board of Supervisors.~~

~~35 2. In the event such funding is subsequently reduced or terminated, COUNTY may
36 suspend,~~

~~37 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice
38 given~~

~~39 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated
40 funding,~~

~~41 CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

~~42 D. In the event this Contract is suspended or terminated prior to the completion of the~~

~~term as~~

~~30 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its~~

~~31 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced~~

~~32 term of the Contract.~~

~~33 E. In the event this Contract is terminated CONTRACTOR shall do the following:~~

~~34 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which~~

~~35 is consistent with recognized standards of quality care and prudent business practice.~~

~~36 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract~~

~~37 performance during the remaining contract term.~~

~~1 3. Until the date of termination, continue to provide the same level of service required
by this~~

~~2 Contract.~~

~~3 4. If Clients are to be transferred to another facility for services, furnish
ADMINISTRATOR,~~

~~4 upon request, all Client information and records deemed necessary by ADMINISTRATOR to
effect an~~

~~5 orderly transfer.~~

~~6 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent
with~~

~~7 Client's best interests.~~

~~8 6. If records are to be transferred to COUNTY, pack and label such records in
accordance~~

~~9 with directions provided by ADMINISTRATOR.~~

~~10 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment
and~~

~~11 supplies purchased with funds provided by COUNTY.~~

~~12 8. To the extent services are terminated, cancel outstanding commitments
covering the~~

~~13 procurement of materials, supplies, equipment, and miscellaneous items, as well as
outstanding~~

~~14 commitments which relate to personal services. With respect to these canceled
commitments,~~

~~15 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all
claims~~

~~16 arising out of such cancellation of commitment which shall be subject to written
approval of~~

~~17 ADMINISTRATOR.~~

~~18 9. Provide written notice of termination of services to each Client being served
under this~~

~~19 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the
notice of~~

~~20 termination of services must also be provided to ADMINISTRATOR within the fifteen (15)
calendars~~

~~21 day period.~~

~~22 F. Either party may terminate this Contract, without cause, upon thirty (30 calendar days')
written~~

~~23 notice given to the other party. The rights and remedies of COUNTY provided in this
Termination~~

~~24 Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided
by law or~~

~~25 under this~~

~~Contract. 26~~

XXIX. THIRD PARTY BENEFICIARY

~~28 Neither party hereto intends that this Contract shall create rights hereunder in third parties including,
29 but not limited to, any subcontractors or any clients provided services pursuant to this
Contract. 30~~

~~31 XXXI. WAIVER OF DEFAULT OR BREACH~~

~~32 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver
of any
33 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision
of this
34 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of
any
35 default or any breach by CONTRACTOR shall not be considered a modification of the terms
of this
36 Contract
t-37//~~

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

3 ~~of~~
4 ~~California.~~

5 ~~**ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**~~
6 ~~**A.K.A. ORANGE COUNTY DEPARTMENT OF EDUCATION**~~

7
8 ~~BY:~~ ^{DocuSigned by:} Renee Hendrick ~~_____~~ ~~DATED:~~ 4/1/2020
9 ~~433C6B901E77464...~~

10 ~~TITLE:~~ Associate Superintendent, Administrative Services
11 ~~_____~~

12
13
14 ~~COUNTY OF ORANGE~~
15 ~~BY:~~ ^{DocuSigned by:} Brandi Solarte ~~_____~~ ~~DATED:~~ 5/8/2020
16 ~~PURCHASING AGENT/DESIGNEE~~

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

22
23 ~~BY:~~ ^{DocuSigned by:} Brittany McLean ~~_____~~ ~~DATED:~~ 4/1/2020
24 ~~DEPUTY~~ ~~6713A1061D4343D...~~

25
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31
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34
35 ~~If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the~~
36 ~~Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the~~
37 ~~Chief Financial Officer~~
~~or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate~~
~~resolution~~
~~or by laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by~~

~~his or her signature alone is required by ADMINISTRATOR.~~

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

11
 12 **I. DEFINITIONS**

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

16 A. Action Plan: A form documenting key tasks that must be completed to create change.
 17 Action

18 Plans detail how resources are to be used to get the planned work done.

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

20 C. ADEPT: A County of Orange Health Care Agency team reporting to the
 21 Prevention and

22 Intervention Division of Behavioral Health Services.

23 D. ADEPT Provider Manual: The Provider Manual designed by ADEPT to describe the
 24 specific

25 services to be performed by AOD providers. It provides guidance, instructions, Goals,
 26 Outcome

27 Measures, Units of Service, and Evaluation components.

28 E. Center for Substance Abuse Prevention (CSAP): Part of the Substance Abuse
 29 and Mental

30 Health Services Administration (an Agency of the U.S. Department of Health and Human
 31 Services), is

the sole federal organization providing national leadership in the development of policies,
 programs, and

services to prevent the onset of illegal drug use and underage alcohol and tobacco use, and to
 reduce the

negative consequences of using substances. CSAP has identified six prevention strategies
 that can be

directed at any segment of the population: Information Dissemination, Education, Alternatives,
 Problem

Identification and Referral, Community-based Process and Environmental.

F. Chapter: A term used in certain youth prevention programs that refers to a group of
 young

people and their adult advisor who work together to make a positive impact in their

~~school and~~

~~32 community. A chapter is youth driven and led, and serves as the hub of communication, training, and~~

~~33 learning opportunities.~~

~~34 G. Collaboration: A process of participation through which people, groups, and agencies, work~~

~~35 toward prevention goals.~~

~~36 H. Department of Health Care Services (DHCS): The single state agency responsible for~~

~~37 administering and coordinating the State's efforts in substance use disorders.~~

- 1 ~~I. Educational Workshop: A prevention activity involving the Presentation of information~~
2 ~~on~~
3 ~~substance abuse issues with emphasis on interaction and the exchange of~~
4 ~~information among~~
5 ~~participants.~~
- 6 ~~J. Evaluation: Systematic collection, analysis, and use of program information for~~
7 ~~multiple~~
8 ~~purposes, including monitoring, program improvement, outcome assessment, and planning.~~
- 9 ~~K. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.~~
- 10 ~~L. Faith-Based Organization (FBO): A generic term that refers to any organization,~~
11 ~~group or~~
12 ~~congregation (such as a church, synagogue, parish, mosque, or temple) that has a faith~~
13 ~~element~~
14 ~~integrated into its structure.~~
- 15 ~~M. Goal: A broad statement of what the program aims to accomplish.~~
- 16 ~~N. Information Dissemination: A one-way communication, direct from the source to the~~
17 ~~audience~~
18 ~~that provides information about a prevention issue and is designed to create awareness and~~
19 ~~knowledge of~~
20 ~~that issue.~~
- 21 ~~O. Institute of Medicine (IOM) Model of or Framework for Prevention: A classification~~
22 ~~of~~
23 ~~prevention services adopted by the IOM, where prevention programs are organized along a~~
24 ~~targeted~~
25 ~~audience continuum, and prevention intervention is based on a combination of Risk and~~
26 ~~Protective~~
27 ~~Factors associated with substance abuse. This continuum is divided into prevention,~~
28 ~~treatment, and~~
29 ~~maintenance categories, and the prevention category is divided into universal, selective, and~~
30 ~~indicated~~
31 ~~prevention classifications.~~
- 32 ~~P. Media Input: A form of communication that is prepared with the intent of increasing~~
33 ~~public~~
34 ~~awareness/support for a prevention project, service or activity. There are two basic types of~~
35 ~~Media~~
36 ~~Inputs stated below. In the second type, it is crucial that the item is displayed in a public~~
37 ~~venue with~~
38 ~~high traffic, e.g. a popular retail establishment, a public library, or a school campus.~~
- 39 ~~1. An item submitted for publication to an established media outlet (a newspaper,~~
40 ~~radio or~~
41 ~~television station), and~~
- 42 ~~2. An item designed to be publically displayed to a wide audience (a billboard or~~
43 ~~banner).~~
- 44 ~~Q. Media Literacy: An examination of the techniques, technologies and institutions~~

- that are
- 28—involved in media production, the ability to critically analyze media messages and a
recognition of the
- 29—role that audiences play in making meaning from those messages.
- 30—R. Outcome: Measurable change that occurs as a result of a program's overall
performance in
- 31—implementing its planned services.
- 32—S. Outcome Measure: A statement that specifies the measureable result or direct
impact of a
- 33—program or activity in reference to a quantitative criterion and a timeframe.
- 34—T. Primary Prevention Substance Use Disorder Data Service (PPSDS): The State
Department of
- 35—Health Care Services data collection and outcome measurement system.
- 36—V. Program Identity Item: An item used for the purpose of marketing, promoting and
creating
- 37—awareness of a program's initiative, message or event.

- 1 ~~W. Social Media: A group of Internet-based communication tools/applications that~~
- 2 ~~allow the~~
- 3 ~~creation and exchange of user-generated content; social media is media for social interaction.~~
- 4 ~~Types of~~
- 5 ~~social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter),~~
- 6 ~~content~~
- 7 ~~communities (YouTube), and social networking sites (Facebook).~~
- 8 ~~X. Strategic Prevention Framework: The Strategic Prevention Framework (SPF) is~~
- 9 ~~SAMHSA's~~
- 10 ~~five-step systematic community-based approach, which aims to ensure that substance abuse~~
- 11 ~~prevention~~
- 12 ~~programs can and do produce results.~~
- 13 ~~Y. Strategy: A method, approach or activity chosen to bring about a desired prevention~~
- 14 ~~Outcome.~~
- 15 ~~Z. Sustainability: The process through which a prevention system becomes a norm~~
- 16 ~~and is~~
- 17 ~~integrated into on-going operations.~~
- 18 ~~AA. Technical Assistance (TA): Services provided by professional staff intended to~~
- 19 ~~provide~~
- 20 ~~guidance to prevention programs, community organizations, and individuals to conduct,~~
- 21 ~~strengthen, or~~
- 22 ~~enhance specific AOD prevention activities.~~
- 23 ~~AB. Training: An instructional process that is intended to impart knowledge, skills~~
- 24 ~~and~~
- 25 ~~competencies required for the performance of a particular job, project or task. Training is a skill~~
- 26 ~~building~~
- 27 ~~activity that teaches a person how to do something and carries the expectation that the person~~
- 28 ~~will take~~
- 29 ~~direct, purposeful action by applying the skills developed. XX. Units of Service: The number~~
- 30 ~~and/or~~
- 31 ~~type of activities the CONTRACTOR will fulfill during a Contractual period.~~
- 32 ~~AC. Youth Development: A framework or concept that views young people as valuable~~
- 33 ~~members of~~
- 34 ~~their communities rather than social problems or a population needing prescribed~~
- 35 ~~services. Youth~~
- 36 ~~Development engages young people in developing the skills, attitudes, knowledge, and~~
- 37 ~~experiences to~~
- 38 ~~prepare them to serve as active leaders in creating healthy, positive environments in their~~
- 39 ~~communities. 23 //~~
- 40 ~~//~~
- 41 ~~//~~
- 42 ~~//~~
- 43 ~~//~~

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II. BUDGET

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
 Indirect	\$ 40,575	\$ 40,575	\$ 40,575	\$ 121,725
SUBTOTAL	\$ 40,575	\$ 40,575	\$ 40,575	\$ 121,725
ADMINISTRATIVE COST				
PROGRAM COST				
 Salaries	192,626	192,626	192,626	577,878
 Benefits	135,566	135,566	135,566	406,698
 Services and Supplies	78,233	78,233	78,233	234,699
 Subcontracts	28,000	28,000	28,000	84,000
SUBTOTAL PROGRAM COST	\$ 434,425	\$ 434,425	\$ 434,425	\$ 1,303,275
TOTAL COST	\$ 475,000	\$ 475,000	\$ 475,000	\$ 1,425,000
REVENUE				
 SAPTBG	\$ 475,000	\$ 475,000	\$ 475,000	\$ 1,425,000
TOTAL REVENUE	\$ 475,000	\$ 475,000	\$ 475,000	\$ 1,425,000
MAXIMUM OBLIGATION	\$ 475,000	\$ 475,000	\$ 475,000	\$ 1,425,000

~~B. BUDGET/STAFFING MODIFICATIONS~~ CONTRACTOR may request to shift funds

~~between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its participants, by utilizing a Budget/Staffing Modification Request form~~

~~provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing~~

~~Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a~~

~~justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and~~

~~the sustaining annual impact of the shift as may be applicable to the current contract period and/or future~~

~~contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing~~

Modification

- ~~34—Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR.~~
- ~~Failure of~~
- ~~35—CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing~~
- ~~36—Modification Request(s) may result in disallowance of those costs. 37—//~~

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

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

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>R&D Award (Y/N)</u>
93.959	TH10062-19	SAPT BG	HHS	FFY 20 (10/1/19 to 6/30/21)	\$475,000	N

~~CFDA Year: 2017~~

~~CFDA No.: 93.959~~

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

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

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

~~Amount: \$475,000~~

~~(estimated)~~

~~2. CONTRACTOR may be required to have an audit conducted in accordance with federal~~

~~OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal~~

~~audit requirements within the reporting period specified by OMB Circular Number A-133.~~

~~3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify~~

~~CONTRACTOR in writing of said revisions.~~

~~D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~

		<u>PERIOD</u>
		<u>THREE</u>
27 — <u>Exhibit</u>	<u>ADMINISTRATIVE COST</u>	
<u>A.</u>	<u>Indirect Costs</u>	<u>\$ 49,165</u>
Paragraph	<u>SUBTOTAL ADMINISTRATIVE COST</u>	<u>\$ 49,165</u>
of this	<u>PROGRAM COST</u>	
Exhibit A to	<u>Salaries</u>	<u>\$231,127</u>
the	<u>Benefits</u>	<u>123,042</u>
Contract. 28	<u>Services and Supplies</u>	<u>133,266</u>
	<u>Subcontractor</u>	<u>38,400</u>
	<u>SUBTOTAL PROGRAM COST</u>	<u>\$525,835</u>
	<u>TOTAL GROSS COST</u>	<u>\$575,000</u>
	<u>REVENUE</u>	
	<u>SAPTBG</u>	<u>\$575,000</u>
	<u>TOTAL REVENUE</u>	<u>\$575,000</u>
	<u>TOTAL AMOUNT NOT TO EXCEED</u>	<u>\$575,000"</u>

~~29~~ ————— III. CULTURAL COMPETENCY
~~30~~ ————— CONTRACTOR shall provide services pursuant to this Contract in a manner that is

culturally and

~~31—linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation~~

~~32—of such efforts which may include, but not be limited to: records of participation in COUNTY~~

~~33—sponsored or other applicable Training; recruitment and hiring policies and procedures; copies of~~

~~34—literature in multiple languages and formats, as appropriate; and descriptions of measures taken to~~

~~35—enhance accessibility for, and sensitivity to, persons who are physically challenged. 36//~~

~~37//~~

IV. PAYMENTS

~~1 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of~~
~~2 providing~~
~~3 services described hereunder, less revenues which are actually received by~~
~~4 CONTRACTOR. All~~
~~5 payments are interim payments only and are subject to Final Settlement in accordance with~~
~~6 the Cost~~
~~7 Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual~~
~~8 cost of~~
~~9 providing the services; hereunder provided, however, the total of such payments does not~~
~~10 exceed~~
~~11 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are~~
~~12 reimbursable pursuant to County, State, and/or Federal regulations. ADMINISTRATOR~~
~~13 may, at its~~
~~14 discretion, pay supplemental billings for any month in which the interim payment amount~~
~~15 specified~~
~~16 above has not been fully paid.~~
~~17 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure~~
~~18 and~~
~~19 Revenue Report, which shall have other information including but not limited to, staffing,~~
~~20 units of~~
~~21 service, and any other information requested by ADMINISTRATOR, as specified in the~~
~~22 Reports~~
~~23 Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the~~
~~24 Expenditure and~~
~~25 Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2.~~
~~and A.3.~~
~~below.~~
~~2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate~~
~~that the~~
~~monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may~~
~~reduce~~
~~COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the~~
~~year-to-~~
~~date interim payment amount to CONTRACTOR and the year-to-date actual cost~~
~~incurred by~~
~~CONTRACTOR.~~
~~3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate~~
~~that the~~
~~interim payment amounts are less than the actual cost of providing services,~~
~~ADMINISTRATOR may~~
~~authorize a supplemental payment to CONTRACTOR by an amount not to exceed the~~
~~difference~~
~~between the year-to-date interim payment amount to CONTRACTOR and the year-to-date~~

actual cost

~~26 incurred by CONTRACTOR.~~

~~27 B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and include~~

~~28 such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar~~

~~29 day of each month and payments to CONTRACTOR should be released by COUNTY no later than~~

~~30 twenty one (21) calendar days after receipt of the correctly completed invoice.~~

~~31 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source~~

~~32 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,~~

~~33 canceled checks, receipts, receiving records, and records of services provided.~~

~~34 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a~~

~~35 part of any payment if CONTRACTOR fails to comply with any provision of the Contract.~~

~~36 VI Services, Subparagraph E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration 37 //~~

~~1 and/or termination of this Contract, except as may otherwise be provided under this
Contract, or
2 specifically agreed upon in a subsequent Contract.~~

~~3 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
the
4 Payments Paragraph of this Exhibit A to the
Contract. 5~~

~~6 _____ **V. REPORTS**~~

~~7 **A. FISCAL**~~

~~8 1. Expenditure Revenue Report – CONTRACTOR shall submit Expenditure and
Revenue~~

~~9 Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a
form~~

~~10 approved or provided by ADMINISTRATOR, and shall report actual costs and revenue for
each of the~~

~~11 CONTRACTOR’s program(s) or cost center(s) described in the Services Paragraph of this
Exhibit A to~~

~~12 the Contract. These reports are due to ADMINISTRATOR by the twentieth (20th) calendar day
of each~~

~~13 month following the end of the month being reported.~~

~~14 2. Year End Projection Report – CONTRACTOR shall provide monthly, year-end
projections~~

~~15 that shall include year-to-date actual costs and revenues, and anticipated year-end actual
costs and~~

~~16 revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A
to the~~

~~17 Contract, and shall be on a form approved or provided by ADMINISTRATOR. Year-End
Projection~~

~~18 Reports will be submitted in conjunction with the monthly Expenditure and Revenue Reports
and are~~

~~19 due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end
of the~~

~~20 month being reported.~~

~~21 3. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR
in~~

~~22 support of the monthly invoice. These reports shall be on a form approved or
provided by~~

~~23 ADMINISTRATOR and shall, at a minimum include actual hours worked by each staff member.
These~~

~~24 reports are due to ADMINISTRATOR by twentieth (20th) calendar day of each month
following the~~

~~25 end of the month being reported and are to be submitted in conjunction with the monthly
Expenditure~~

~~26 and Revenue and Year-End Projection Reports.~~

~~27~~ ~~B. PROGRAMMATIC~~

~~28~~ ~~1. Quarterly Progress Report – CONTRACTOR shall submit Quarterly Progress Reports to~~

~~29~~ ~~ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR and document~~

~~30~~ ~~progress toward Units of Service and Outcome Measures, project successes, barriers to implementation,~~

~~31~~ ~~staff changes and reasons for staff changes, and plans for~~ of the Contract is deleted in its entirety and replaced with the following ~~quarter. CONTRACTOR shall~~

~~32~~ ~~submit supporting documentation with each Quarterly Progress Report including, but not limited to,~~

~~33~~ ~~tracking measures, materials developed, and Evaluation results. Quarterly Reports are due on the~~

~~34~~ ~~following dates:~~

~~35~~ ~~a. Period One reports:~~

~~36~~ ~~Quarter 1: for the period July 1, 2020 through September 30, 2020, due October 15, 2020;~~

~~37~~ ~~Quarter 2: October 1, 2020 through December 31, 2020, due January 15, 2021; and~~

~~1 Quarter 3: January 1, 2021 through March 31, 2021, due April 15, 2021.~~
~~2 b. Period Two reports:~~
~~3 Quarter 1: July 1, 2021 through September 30, 2021, due October 15, 2021;~~
~~4 Quarter 2: October 1, 2021 through December 31, 2021, due January 15~~20~~,
2022; and~~
~~5 Quarter 3: January 1, 2022 through March 31, 2022, due April 15, 2022.~~
~~6 c. Period Three reports:~~
~~7 Quarter 1: July 1, 2022 through September 30, 2022, due October 15, 2022;~~
~~8 Quarter 2: October 1, 2022 through December 31, 2022, due January 15, 2023;
and~~
~~9 Quarter 3: January 1, 2023 through March 31, 2023, due April 15, 2023.~~
~~10 2. Fourth Quarter/Year-End Report CONTRACTOR shall submit a Fourth
Quarter/Year-~~
~~11 End Report to ADMINISTRATOR for Period One by July 31, 2021, Period Two by July 31,
2022 and~~
~~12 Period Three by July 31, 2023. The report shall include an Evaluation section which shall
contain, but~~
~~13 not be limited to, an analysis of the effectiveness of the AOD prevention strategies implemented
toward~~
~~14 reaching Outcome Measures and Units of Service, a discussion of successes, barriers
encountered, and~~
~~15 recommendations for future projects. CONTRACTOR shall use the report format
provided by~~
~~16 ADMINISTRATOR.~~
~~17 3. Primary Prevention Substance Use Disorder Data Service (PPSDS)-
CONTRACTOR shall~~
~~18 comply with the data collection requirements for prevention as mandated by the California
Department~~
~~19 of Health Care Services (DHCS), Substance Use Disorder Program, Policy and Fiscal Division,
Policy~~
~~20 and Prevention Branch. CONTRACTOR shall comply with PPSDS requirements and
report on the~~
~~21 service populations as defined in the IOM model. ADMINISTRATOR shall make
trainings and~~
~~22 technical assistance available for completing reports throughout the term of this Contract.~~
~~23 C. CONTRACTOR shall submit additional reports to ADMINISTRATOR as requested.
These~~
~~24 reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR will
be~~
~~25 specific as to the nature of the information requested and allow thirty (30) calendar
days for~~
~~26 CONTRACTOR to respond.~~
~~27 D. CONTRACTOR shall be responsible for the professional quality, technical accuracy,
timely~~

- ~~28 completion, and coordination of all reports and services provided pursuant to this Contract.~~
- ~~29 CONTRACTOR shall review the reasonableness and accuracy of information prior to making any~~
- ~~30 recommendation, or incorporating such data into any report required hereunder.~~
- ~~31 E. All reports, drawings, specifications, data, and other incidental work or materials furnished by~~
- ~~32 CONTRACTOR hereunder shall become and remain the property of COUNTY, and may be used by~~
- ~~33 COUNTY as it may require, without any additional cost to COUNTY.~~
- ~~34 F. CONTRACTOR shall not use reports produced as the result of these services, or data obtained~~
- ~~35 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.~~
- ~~36 All reports shall indicate that the County of Orange Health Care Agency Alcohol and Drug Education~~
- ~~37 and Prevention Team funds CONTRACTOR's services.~~

~~1 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
the
2 Reports Paragraph of this Exhibit A to the
Contract. 3~~

~~4 VI. SERVICES~~

~~5 A. CONTRACTOR shall provide youth-focused AOD prevention services throughout
Orange~~

~~6 County, in accordance with, and as defined in the ADEPT Provider Manual
furnished by~~

~~7 ADMINISTRATOR. CONTRACTOR shall ensure that services are provided in:~~

~~8 1. Support of COUNTY's fiscal year 2018-2023 Alcohol and Other Drug Prevention
Strategie~~

~~9 Plan;~~

~~10 2. Alignment with the SPF process; and~~

~~11 3. Alignment with GSAP prevention strategies.~~

~~12 B. ADMINISTRATOR reserves the right to revise and update the ADEPT Provider
Manual as~~

~~13 needed. ADMINISTRATOR shall notify CONTRACTOR of changes to the ADEPT Provider
Manual~~

~~14 within three (3) business days of said changes.~~

~~15 C. CONTRACTOR shall work with youth, faculty, parents, volunteers, and students of
Orange~~

~~16 County public and private high schools, junior high schools, middle schools, alternative schools,
special~~

~~17 education schools, elementary schools, faith-based organizations and youth-focused
community groups~~

~~18 in all areas of Orange County.~~

~~19 1. CONTRACTOR shall actively recruit and support youth participation in
prevention~~

~~20 services provided. Prior to distribution, CONTRACTOR shall review materials, messages, and
products~~

~~21 designed by youth for appropriateness and effectiveness.~~

~~22 2. CONTRACTOR shall make its best efforts to provide services pursuant to the
Contract in a~~

~~23 manner that is culturally and linguistically appropriate for the population(s) served.
CONTRACTOR~~

~~24 shall maintain documentation of such efforts which may include, but not be limited to:
records of~~

~~25 procedures; copies of literature in multiple languages and formats, as appropriate; and
descriptions of~~

~~26 measures taken to enhance accessibility for, and sensitivity to, persons who are physically
challenged.~~

~~27 D. ROLE OF CONTRACTOR~~

28 ~~1. CONTRACTOR shall provide AOD prevention services as described herein,~~
 29 ~~through~~
 30 ~~delivery of the FNL, which includes FNL, CL, and FNL Kids. FNL builds partnerships for~~
 31 ~~positive~~
 32 ~~and healthy youth development which engage youth as active leaders and resources~~
 33 ~~in their~~
 34 ~~communities. Youth build leadership skills while implementing AOD prevention activities that~~
 35 ~~serve~~
 36 ~~their school and their community.~~
 37 ~~a. FNL is a youth development program serving youth ages thirteen to eighteen~~
 38 ~~(13-18)~~
 39 ~~years.~~
 40 ~~b. CL is a youth development program serving youth ages eleven to thirteen (11~~
 41 ~~to 13)~~
 42 ~~years~~
 43 ~~//~~

~~1 e. FNL Kids is a youth development program for youth ages eight to eleven (8 to 11)~~
~~2 years~~
~~3 2. CONTRACTOR shall adhere to the Standards of Practice adopted by the California~~
~~4 Night Live Partnership (CFNLP). The Standards of Practice state that program participants~~
~~5 will~~
~~6 experience a safe environment; have opportunities for involvement and connection to the~~
~~7 community~~
~~8 and school; have opportunities for leadership; have opportunities to engage in meaningful skill-~~
~~9 building~~
~~10 activities that are designed to capture the interest of young people; and have opportunities for~~
~~11 caring and~~
~~12 meaningful relationships with adults.~~

~~13 E. UNITS OF SERVICE:~~

~~14 101. CONTRACTOR shall provide the following substance use prevention Units of Service by through~~
~~15 June 15 of 30, 2023:~~

~~16 each year unless otherwise noted:~~

~~17 1. By January 31, of each year April 30, 2021, coordinate a Leadership Workshop with~~
~~18 one hundred fifty~~
~~19 (150) FNL members on leadership skills.~~

~~20 2. By January 31, of each year April 30, 2021, coordinate a Leadership Workshop with one~~
~~21 hundred (100) CL members on leadership skills.~~

~~22 members on leadership skills.~~

~~23 3. By January 31, of each year April 30, 2021, coordinate a Leadership~~
~~24 Workshop with one hundred (100)~~
~~25 FNLK members on leadership skills.~~

~~26 By April 30, 2022, coordinate a Leadership Workshop with one hundred ninety (190) FNL members~~
~~27 on leadership skills.~~

~~28 By April 30, 2022, coordinate a Leadership Workshop with one hundred and five (105) CL members~~
~~29 on leadership skills.~~

~~30 By April 30, 2022, coordinate a Leadership Workshop with fifty-five (55) FNLK members on~~
~~31 leadership skills.~~

~~32 By April 30, 2023, coordinate a Leadership Workshop with one hundred ninety (190) FNL members~~
~~33 on leadership skills.~~

~~34 By April 30, 2023, coordinate a Leadership Workshop with one hundred and fifteen (115) CL~~
~~35 members on leadership skills.~~

~~36 By April 30, 2023, coordinate a Leadership Workshop with sixty-five (65) FNLK members on~~
~~37 leadership skills.~~

~~38 10. Train ninety (90) FNL members on refusal and decision-making skills in relation to substance~~
~~39 use.~~

~~40 substance use.~~

~~41 511. Train seventy (70) CL members on refusal and decision-making skills in relation to substance~~
~~42 use.~~

~~21—substance use.~~

~~22~~ ~~6—12.~~ Train forty (40) FNLK members on refusal and decision-making skills in relation to substance use.

~~23—substance use.~~

~~7.—Collaborate~~ ~~13.~~ By June 15, 2023, train twenty (20) chapter members on refusal and decision-making skills in relation to substance use.

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

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

~~25—forty-five (45)~~ ~~16.~~ By June 15, 2023, collaborate with chapters, using the principles of youth development, to implement at least forty-two (42) youth-led substance use prevention activities which support the goals identified in HCA’s

~~26~~ ~~2018-2023 Alcohol and Other Drug Prevention Strategic Plan.~~

~~27—8. Collaborate with six (6) school-based CL or FNL chapters, each of which shall implement~~

~~28—two (2) youth-led substance use prevention activities in either a feeder middle or elementary school.~~

~~29—9~~ ~~17.~~ Collaborate with chapters to conduct five (5) youth-led substance use prevention activities

~~30—designed for adult community members.~~

~~31—10. Train five hundred (500) youth on media literacy skills in relation to substance use~~

~~32—prevention.~~

~~33~~ ~~11. Collaborate with FNL and/or CL members to conduct a training on media literacy skills.~~

~~using a~~ ~~18.~~ Collaborate with chapters to implement five (5) peer-to-peer ~~model~~ trainings in relation to substance use prevention.

~~34~~ ~~19.~~ By June 15, 2021, coordinate a minimum of two (2) six-week leadership academies for ~~one hundred (100)~~ youth.

~~35—12. Train~~ ~~20.~~ By June 15, 2021, a minimum of fifty (50) ~~FNL and CL members to conduct trainings on media literacy~~

~~36—in relation to substance use for their~~

~~peers. 37—#~~

- ~~1 13. Collaborate with school-based FNLK chapters to conduct one (1) youth-led substance use~~
- ~~2 prevention activity at each school with shall participate in a FNLK Program that results in~~
- ~~3 contact with at least sixty~~
- ~~4 percent (60%) of the fourth through sixth (4th- 6th) grade students in aggregate.~~
- ~~5 14. Collaborate with school-based CL chapters to conduct one (1) youth-led~~
- ~~6 substance use~~
- ~~7 prevention activity at each school with a CL Program that result in contact with~~
- ~~8 leadership~~
- ~~9 academy, whereas at least fifty percent~~
- ~~10 (50%) of the middle/junior youth are from high school enrollment in aggregate.~~
- ~~11 15. Collaborate with school-based FNL chapters to conduct at least one (1) youth-led~~
- ~~12 substance~~
- ~~13 use prevention activity at each school with a FNL Program that results in contact with at~~
- ~~14 least forty~~
- ~~15 percent (40%) of the high school enrollment in aggregate.~~
- ~~16 16. By December 1, of each year, train twenty (20) advisors on the application of~~
- ~~17 youth~~
- ~~18 development practices in relation to substance use prevention.~~
- ~~19 17. Train an additional ten (10) advisors on the application of youth development~~
- ~~20 practices in~~
- ~~21 relation to substance use prevention.~~
- ~~22 18. Conduct a chapter advisor annual satisfaction survey.~~
- ~~23 19. Conduct a year-end recognition event for youth, advisors and program stakeholders.~~
- ~~24 20. Establish two (2) new CL chapters, including at least one (1) in a high-need~~
- ~~25 areaareas or with~~
- ~~26 youth who are at higher risk of substance use.~~
- ~~27 21. Provide 21. By October 22, 2021, conduct a minimum of four (4) Red Ribbon Week (RRW)~~
- ~~28 trainings for youth leadership groups or clubs, whereby at least two (2) of the trainings shall be conducted~~
- ~~29 for groups/clubs in high-need areas or for youth at higher risk of substance use.~~
- ~~30 22. By October 21, 2022, conduct a minimum of four (4) RRW trainings for youth leadership groups or clubs,~~
- ~~31 whereby at least two (2) of the trainings shall be conducted for groups/clubs in high-need areas or for youth~~
- ~~32 at higher risk of substance use.~~
- ~~33 23. By October 22, 2021, a minimum of one hundred (100) youth shall participate in a RRW training.~~
- ~~34 24. By October 21, 2022, a minimum of one hundred (100) youth shall participate in a RRW training.~~
- ~~35 25. Train six hundred (600) youth on media literacy skills in relation to substance use prevention.~~
- ~~36 26. Collaborate with school-based FNLK chapters to conduct one (1) youth-led substance use~~
- ~~37 prevention activity at each school with a FNLK Program that results in contact with at least sixty percent~~
- ~~38 (60%) of the fourth through sixth (4th-6th) grade students in aggregate.~~
- ~~39 27. Collaborate with school-based CL chapters to conduct one (1) youth-led substance use prevention~~
- ~~40 activity at each school with a CL Program that result in contact with at least fifty percent (50%) of the~~
- ~~41 middle/junior high school enrollment in aggregate.~~
- ~~42 28. Collaborate with school-based FNL chapters to conduct at least one (1) youth-led substance use~~
- ~~43 prevention activity at each school with a FNL Program that results in contact with at least forty percent~~
- ~~44 (40%) of the high school enrollment in aggregate.~~

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

30. Conduct a chapter advisor annual satisfaction survey.

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

32. By June 15, 2021 and 2022, establish two (2) new chapters, including at least one (1) in a high-need area or with youth who are at higher risk of substance use.

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

~~18~~ 34. By June 15, 2021 and 2022, provide at least one hundred sixty (160) technical assistance sessions to support current chapters.

~~19~~ ~~chapters.~~

~~22~~-35. By June 15, 2023, provide at least one hundred seventy (170) technical assistance sessions to support current chapters.

~~20~~ ~~_____~~ 36. Achieve and/or maintain a Member-In-Good Standing status as defined by the CFNLP

~~21~~ guidelines. ~~22~~

23

	Units of Service	Period One	Period Two	Period Three
24	Leadership workshop	150 FNL members	150 FNL members	150 FNL members
25		100 CL members	100 CL members	100 CL members
26		100 FNLK members	100 FNLK members	100 FNLK members
27	Refusal and decision-making skills training	90 FNL members	90 FNL members	90 FNL members
28		70 CL members	70 CL members	70 CL members
29		40 FNLK members	40 FNLK members	40 FNLK members
30	Youth-led substance use prevention activities	45 activities	45 activities	45 activities
31				
32				
33	Media literacy skills trainings	500 youth	500 youth	500 youth
34				
35	Peer-to-peer media literacy skills trainings	100 youth	100 youth	100 youth
36				
37				

1	Advisor trainings	30 advisors	30 advisors	30 advisors
2	New CL chapters	2	2	2
3	Technical assistance sessions	160	160	160

~~E. OUTCOME MEASURES~~

<u>Units of Service</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
<u>Leadership workshop</u>	<u>150 FNL members</u> <u>100 CL members</u> <u>100 FNLK members</u>	<u>190 FNL members</u> <u>105 CL members</u> <u>55 FNLK members</u>	<u>190 FNL members</u> <u>115 CL members</u> <u>65 FNLK members</u>
<u>Refusal and decision-making skills training</u>	<u>90 FNL members</u> <u>70 CL members</u> <u>40 FNLK members</u>	<u>90 FNL members</u> <u>70 CL members</u> <u>40 FNLK members</u>	<u>90 FNL members</u> <u>70 CL members</u> <u>40 FNLK members</u> <u>20 chapter members</u>
<u>Youth-led substance use prevention activities</u>	<u>40 activities</u>	<u>40 activities</u>	<u>42 activities</u>
<u>Youth-led substance use prevention activities for adults</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>Peer-to peer trainings</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>Six-week leadership academy</u>	<u>2</u>	<u>N/A</u>	<u>N/A</u>
<u>Leadership academy participants</u>	<u>50</u>	<u>N/A</u>	<u>N/A</u>
<u>Red Ribbon Week (RRW) trainings</u>	<u>N/A</u>	<u>4</u>	<u>4</u>
<u>RRW participants</u>	<u>N/A</u>	<u>100</u>	<u>100</u>
<u>Media literacy skills trainings</u>	<u>600 youth</u>	<u>600 youth</u>	<u>600 youth</u>
<u>Advisor trainings</u>	<u>30 advisors</u>	<u>30 advisors</u>	<u>30 advisors</u>
<u>New chapters</u>	<u>2</u>	<u>2</u>	<u>4</u>
<u>Technical assistance sessions</u>	<u>160</u>	<u>160</u>	<u>170</u>

1. Exhibit A, Paragraph VIII. Staffing, subparagraph F. of the Contract is deleted in its entirety and replaced with the following:

~~7. "A. CONTRACTOR shall work to achieve the following Outcome Measures by June 15, of each year unless~~
~~8. otherwise noted:~~

- ~~9 1. By January 31, of each year, at least seventy-five percent (75%) of participants trained at~~
- ~~10 the Leadership Workshop shall report maintained or increased knowledge of~~
- ~~11 skills.~~
- ~~12 2. By January 31, of each year, Leadership Workshop participants shall increase~~
- ~~13 confidence to~~
- ~~14 use leadership skills in prevention activities by fifteen percent (15%) as measured~~
- ~~15 by pre-~~
- ~~16 post surveys.~~
- ~~17 3. At least seventy-five percent (75%) of participants trained shall report~~
- ~~18 maintained or~~
- ~~19 increased knowledge of refusal skills in relation to the prevention of alcohol and~~
- ~~20 other~~
- ~~21 drugs.~~
- ~~22 4. At least seventy-five percent (75%) of participants trained shall report~~
- ~~23 maintained or~~
- ~~24 increased confidence to use refusal skills in relation to the prevention of alcohol~~
- ~~25 and other~~
- ~~26 drugs.~~
- ~~27 5. Youth participants who have been trained shall report increased knowledge of~~
- ~~28 refusal skills~~
- ~~29 in relation to substance use by fifteen percent (15%) as measured by pre-post~~
- ~~30 surveys.~~
- ~~31 6. Youth participants who have been trained shall report increased self-efficacy to use~~
- ~~32 refusal~~
- ~~33 skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.~~
- ~~34 7. At least seventy-five percent (75%) of participants trained shall report~~
- ~~35 maintained or~~
- ~~36 increased knowledge of decision making skills in relation to the prevention of alcohol and other~~
- ~~37 drugs.~~
- ~~38 8. At least seventy-five percent (75%) of participants trained shall report~~
- ~~39 maintained or~~
- ~~40 increased confidence to use decision making skills in relation to the prevention of alcohol~~
- ~~41 and other~~
- ~~42 drugs.~~
- ~~43 9. Youth participants who have been trained shall report increased knowledge of~~
- ~~44 decision-~~
- ~~45 making skills in relation to substance use by fifteen percent (15%) as measured by pre-post~~
- ~~46 surveys.~~
- ~~47 10. Youth participants who have been trained shall report increased self-efficacy~~
- ~~48 to use~~
- ~~49 decision-making skills in relation to substance use by fifteen percent (15%) as measured by~~

~~pre-post~~

~~34 surveys.~~

~~35 11. Survey at least eighty percent (80%) of FNL, CL and FNLK chapter members, whereby~~

~~36 each group reports an increase in meaningful participation in relation to substance use prevention in~~

~~37 their school or community by ten percent (10%) as measured by pre-post surveys.~~

~~1 12. Survey at least eighty percent (80%) of FNL, CL and FNLK chapter members, whereby
 2 each group reports increased confidence to engage in a youth-led substance use prevention activity by
 3 ten percent (10%) as measured by pre-post surveys.~~

~~4 13. At least seventy five percent (75%) of youth trained shall report maintained or increased
 5 media literacy in relation to the prevention of alcohol and other drugs.~~

~~6 14. Youth participants who have been trained shall report increased level of media literacy
 7 skills in relation to substance use by fifteen percent (15%) as measured by pre-post surveys.~~

~~8 15. At least seventy five percent (75%) of FNL and CL training participants shall report
 9 maintained or increased confidence in their ability to conduct trainings on media literacy in relation to
 10 the prevention of alcohol and other drugs.~~

~~11 16. Youth participants who have been trained to conduct peer media literacy training shall
 12 report increased confidence in their ability to conduct these trainings by fifteen percent (15%) as
 13 measured by pre-post surveys.~~

~~14 G. SUPPORTING ACTIVITIES~~

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

- ~~16 1. Thirteen (13) Community Collaborations;~~
- ~~17 2. Twenty five (25) Trainings;~~
- ~~18 3. Sixteen (16) Information Disseminations; and~~
- ~~19 4. Five (5) Media Inputs.~~

~~20 H. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
 21 quantities and due dates identified within the Units of Service, Outcome Measures, and supporting
 22 activities.~~

~~23 I. ACTION PLAN~~

~~24 1. CONTRACTOR shall submit to ADMINISTRATOR a preliminary Action Plan by August
 25 1 and a final Action Plan by August 15 of each fiscal year. The Action Plan shall clearly describe the~~

~~26 activities to be implemented to achieve the Units of Service and Outcome Measures.~~

~~27 2. CONTRACTOR shall identify Evaluation tools to be developed, Evaluation timelines, and
 28 the steps necessary to compile and analyze the results.~~

~~29 3. CONTRACTOR shall use the Action Plan format provided by ADMINISTRATOR.~~

~~30~~ ~~J. EVALUATION~~

~~31~~ ~~1. CONTRACTOR shall conduct a systematic and comprehensive Evaluation to determine~~

~~32~~ ~~levels of effectiveness and success in accomplishing supporting activities and in achieving the Units of~~

~~33~~ ~~Service and Outcome Measures.~~

~~34~~ ~~2. CONTRACTOR shall participate and ensure that their project evaluator participates in an~~

~~35~~ ~~Evaluation Planning Meeting with ADMINISTRATOR prior to developing an Evaluation Plan.~~

~~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 each~~
- ~~4 Measure; Outcome~~
- ~~5~~
- ~~6 d. How data will be collected, including the number and characteristics of~~
- ~~7 participants~~
- ~~8 from whom data will be collected (sampling methods) and a description of the data-~~
- ~~9 collection~~
- ~~10 instruments;~~
- ~~11 e. How the Evaluation process is to be conceptually and procedurally integrated~~
- ~~12 within~~
- ~~13 the services provided under the Contract; and~~
- ~~14 f. How the Evaluation results will be used to make recommendations for~~
- ~~15 improving~~
- ~~16 prevention efforts related to the Units of Service and Outcome Measures.~~
- ~~17 4. CONTRACTOR shall submit a preliminary Evaluation Plan to ADMINISTRATOR~~
- ~~18 by~~
- ~~19 August 1 and a final Evaluation Plan by August 15 of each fiscal year.~~
- ~~20 5. CONTRACTOR's Evaluation Plan must be approved, in writing, by~~
- ~~21 ADMINISTRATOR~~
- ~~22 prior to implementation of Evaluation efforts.~~
- ~~23 6. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to~~
- ~~24 modifying~~
- ~~25 Evaluation Plan.~~
- ~~26 7. CONTRACTOR shall ensure that the Evaluation Plan is in compliance with~~
- ~~27 ADMINISTRATOR requirements, as described in the ADEPT Provider Manual.~~
- ~~28 K. MEETINGS~~
- ~~29 1. Monthly Strategic Meeting - CONTRACTOR and ADMINISTRATOR shall meet~~
- ~~once a~~
- ~~month to discuss project status, share information, clarify issues, and strategize for optimal~~
- ~~prevention~~
- ~~success. ADMINISTRATOR and CONTRACTOR shall agree on the meeting dates.~~
- ~~2. Professional Development - CONTRACTOR's program staff may attend issue-~~
- ~~specific~~
- ~~trainings and workshops relevant to project objectives or professional development classes as a~~
- ~~means of~~
- ~~enhancing overall program implementation skills.~~
- ~~3. Provider Meetings - At a minimum, at least one CONTRACTOR's Program staff~~
- ~~shall~~
- ~~attend each of the provider meetings held by ADMINISTRATOR for the purpose of~~
- ~~networking,~~
- ~~learning, and sharing. Dates for provider meetings shall be determined~~

- ~~30 by ADMINISTRATOR and communicated to CONTRACTOR at least one (1) month in advance of~~
- ~~31 each meeting.~~
- ~~32 L. SOCIAL MEDIA CONTRACTOR shall develop policies and procedures for any social~~
- ~~33 media use in the program.~~
- ~~34 M. REQUIRED APPROVALS~~
- ~~35 1. CONTRACTOR shall obtain written approval from ADMINISTRATOR prior to any~~
- ~~36 Training and/or class within Orange County for which a fee is charged, and for all Trainings and/or~~
- ~~37 classes outside Orange County, whether or not a fee is charged.~~

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

~~8 N. FUNDING RECOGNITION~~

~~9 All materials produced in accordance with the Contract such as, but not limited to, booklets,
newsletters,
10 brochures, flyers, pamphlets, web-sites, reports, videos, and Program Identity Items shall
contain the
11 Orange County Health Care Agency logo and a statement that the material is funded through
the Orange
12 County Health Care Agency Alcohol and Drug Education and Prevention Team.
Exceptions shall
13 include media specific materials such as letters to the editor and news releases.
ADMINISTRATOR~~

~~14 reserves the right to grant funding recognition exemptions.~~

~~15 O. PATENTS AND COPYRIGHT MATERIALS~~

~~16 1. Unless otherwise expressly provided in this Contract, CONTRACTOR shall be
solely
17 responsible for clearing the right to use any patented or copyrighted materials in the
performance of the
18 Contract.~~

~~19 2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17
United
20 States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or
delivered
21 as part of the Contract, whether or not published, which can be considered "works made for
hire" per 17
22 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees
that the
23 copyright to any and all such works made for hire under the Contract, whether published or
unpublished,
24 belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A.,
Section 101.~~

~~25 CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to use,
reproduce,~~

~~26 and disseminate all such material.~~

~~27 3. CONTRACTOR agrees and does hereby grant to COUNTY for all purposes a
royalty-free,~~

~~28 non-exclusive, and irrevocable license throughout the world to reproduce, to prepare
derivative works,~~

~~29 to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of any work,
data or~~

~~30 material in any manner which is created, produced, developed, or delivered as part of this
Contract, but~~

~~31 which is not considered a "work made for hire." CONTRACTOR agrees that the COUNTY shall
have~~

~~32 authority to grant such license to others.~~

~~33 4. CONTRACTOR agrees that if CONTRACTOR enters into any agreements with
other~~

~~34 parties to perform the work required under the Contract that CONTRACTOR shall require
that each~~

~~35 agreement include clauses granting COUNTY:~~

~~36 a. A copyright interest in any works created, produced, developed, or delivered as
"works~~

~~37 made for hire," and~~

~~1 b. A royalty-free, non-exclusive, and irrevocable license throughout the
 2 world to
 3 reproduce, to prepare derivative works, to distribute copies, to perform, to display or to
 4 otherwise use,
 5 duplicate, or dispose of "works made for hire" or, any work, data or material "not made for hire"
 6 under
 7 the Contract.~~

~~8 P. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate
 9 performance
 10 in meeting the terms of the Contract. ADMINISTRATOR will notify CONTRACTOR in writing of
 11 any
 12 issue(s) or concern(s) related to the provision of services pursuant to this Contract, and may
 13 request a
 14 plan of corrective action. Corrective Action Plans may address, but are not limited to, Units of
 15 Service,
 16 Outcome Measures, prevention strategies, and/or Action Plans. CONTRACTOR shall submit a
 17 written
 18 plan of corrective action for approval within two (2) weeks of request by
 19 ADMINISTRATOR.~~

~~20 CONTRACTOR may request in advance and in writing an extension to the due date for a
 21 Corrective
 22 Action Plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.~~

~~23 Q. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding
 24 sources,
 25 with respect to any person who has been referred to CONTRACTOR by COUNTY under the
 26 terms of
 27 this Contract. Further, CONTRACTOR agrees that funds provided hereunder shall not be
 28 used to
 29 promote, directly or indirectly, any religion, religious creed or cult, denomination or
 30 sectarian
 31 institution, or religious belief.~~

~~32 R. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify
 33 the
 34 Services Paragraph of this Exhibit A to the
 35 Contract.~~

VII. STAFFING

~~36 A. CONTRACTOR shall provide services pursuant to this Contract by recruiting, hiring,
 37 and
 38 maintaining administrative and program staff who have the requisite qualifications and
 39 experience to
 40 provide AOD prevention services under this Contract.~~

~~41 B. CONTRACTOR shall perform a pre-employment screening of any person who will
 42 provide
 43 services pursuant to this Contract. All staff, including volunteers and interns, must meet the~~

following

~~27 requirements prior to providing any service pursuant to this Contract.~~

~~28 1. No person, within the preceding two (2) years, shall have been convicted of any criminal~~

~~29 offense other than a traffic violation.~~

~~30 2. No person, within the preceding two (2) years, shall have been found guilty of any crime~~

~~31 related to the use of drugs or alcohol.~~

~~32 3. No person, at any time, shall have been found guilty of any crime involving moral turpitude~~

~~33 by a court of law.~~

~~34 4. No person shall be on parole or probation.~~

~~35 C. All individuals working directly with youth must submit fingerprints and pass a background~~

~~36 check, prior to providing services pursuant to this Contract. CONTRACTOR shall submit to 37 //~~

- ~~1 ADMINISTRATOR copies of the results for each individual that has successfully~~
- ~~2 passed the~~
- ~~3 background check. CONTRACTOR shall keep copies for its records.~~
- ~~4 D. Separate from the Code of Conduct specified in the Compliance Paragraph of this~~
- ~~5 Contract,~~
- ~~6 CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors,~~
- ~~7 volunteers,~~
- ~~8 interns, and the Board of Directors which shall include, but not be limited to, standards related to~~
- ~~9 the use~~
- ~~10 of drugs and/or alcohol; staff-participant relationships; prohibition of sexual conduct with~~
- ~~11 participants;~~
- ~~12 and conflict of interest. Prior to providing any services pursuant to this Contract, all~~
- ~~13 employees,~~
- ~~14 subcontractors, volunteers, interns, and the Board of Directors shall agree in writing to~~
- ~~15 maintain the~~
- ~~standards set forth in the Code of Conduct.~~
- ~~E. CONTRACTOR shall, submit the resume of each program staff member to~~
- ~~ADMINISTRATOR within thirty (30) calendar days of their hire or assignment for the~~
- ~~provision of~~
- ~~services pursuant to this Contract.~~
- ~~F. CONTRACTOR shall, at a minimum, provide the following paid staffing pattern~~
- ~~expressed in~~
- ~~Full-Time Equivalent (FTEs), which shall be equal to an average of forty (40) hours of work per week:~~

<u>DIRECT PROGRAM</u>	<u>FTEs</u>
<u>Coordinator</u>	<u>0.60</u>
<u>Administrative Assistant III</u>	<u>0.25</u>
<u>Project Coordinator</u>	<u>0.00</u>
<u>Project Assistant</u>	<u>2.00</u>
<u>Subcontractor</u>	<u>0.00</u>
<u>TOTAL FTE</u>	<u>2.85"</u>

~~This Amendment No. 4 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 4 remain in full force and effect.~~

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

16	<u>IN WITNESS WHEREOF, the PROGRAM</u>	<u>FTE</u>
17	Administrative Assistant III	0.25
18	Project Coordinator	0.60
19	Project Assistant	1.50
20	Subcontractor	0.01
21	TOTAL FTEs	2.36

22

23 ~~G. CONTRACTOR shall ensure that administrative staffing is sufficient to support the~~

24 ~~performance of services pursuant to this Contract.~~

25 ~~H. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)~~

26 ~~business days following the termination, resignation, and/or notice of resignation of any employee. The~~

27 ~~report shall include the employee's name, position title, date of resignation, and a description of the~~

28 ~~recruitment activity to replace the employee.~~

29 ~~I. CONTRACTOR may augment the above paid staff with volunteers and/or part-time student~~

30 ~~interns; provided, however, CONTRACTOR shall provide supervision as specified in the respective job~~

31 ~~descriptions or work contracts.~~

32 ~~J. Requests for exceptions to staffing requirements must be submitted to ADMINISTRATOR in~~

33 ~~writing and must specify the benefit to the program. CONTRACTOR must obtain ADMINISTRATOR~~

34 ~~approval prior to assignment of program staff member to perform services pursuant to this Contract.~~

35 ~~K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~

36 ~~Staffing Paragraph of this Exhibit A to the Contract.~~ 37 ~~//~~