

CONTRACT FOR PROVISION OF  
YOUTH SUBSTANCE USE PREVENTION SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, AKA  
ORANGE COUNTY DEPARTMENT OF EDUCATION  
JULY 1, 2024 THROUGH JUNE 30, 2027

THIS CONTRACT entered into this 1st day of July 2024 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, AKA ORANGE COUNTY DEPARTMENT OF EDUCATION, a California governmental agency (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).

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

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Youth Substance Use Prevention Services described herein to the residents of Orange County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2024 through June 30, 2027

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

Period Two means the period from July 1, 2025 through June 30, 2026

Period Three means the period from July 1, 2026 through June 30, 2027

**Amount Not To Exceed:**

Period One Amount Not To Exceed: \$700,000

Period Two Amount Not To Exceed: \$700,000

Period Three Amount Not To Exceed: \$700,000

TOTAL AMOUNT NOT TO EXCEED: \$2,100,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR UEI Number:** JADAMD8BMG23

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

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, CA 92628  
Renee Hendrick, Associate Superintendent, Administrative Services  
[rhendrick@ocde.us](mailto:rhendrick@ocde.us)

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1 **Federal Grant Funding:**

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<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/ Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Federal Award Indirect Rate</u>	<u>Amount</u>	<u>R&amp;D Award (Y/N)</u>
93.959	TBD	Youth AOD Prevention Services	SAMHSA	TBD	24.22%	\$2,100,000	N

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## I. ACRONYMS

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

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AE. FFS	Fee For Service
35	AF. FSP	Full Service Partnership
36	AG. FTE	Full Time Equivalent
37	AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SUBG	Substance Use Prevention, Treatment, and Recovery Services Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

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**II. ALTERATION OF TERMS**

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

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

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**III. AMOUNT NOT TO EXCEED**

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A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

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B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten percent (10%) of Period One funding for this Contract.

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**IV. ASSIGNMENT OF DEBTS**

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

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## V. COMPLIANCE

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

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

8 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
9 compliance program, code of conduct and any compliance related policies and procedures.  
10 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be  
11 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by  
12 ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.  
13 These elements include:

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

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

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

1 days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review  
2 by ADMINISTRATOR.

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

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

15 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
16 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
17 or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR  
18 shall ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR's  
19 Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own  
20 compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected  
21 to use its own).

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

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

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

36 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
37 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

1 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
2 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

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

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

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

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

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

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

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

33 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
34 Individuals relative to this Contract. This includes compliance with federal and state healthcare program  
35 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the  
36 Centers for Medicare and Medicaid Services or their agents.

37 //

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

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

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

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

10 6. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural  
11 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
12 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
13 §1810.410.subds.(c)-(d)).

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

19 **VI. CONFIDENTIALITY**

20 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio  
21 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,  
22 as they now exist or may hereafter be amended or changed.

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

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

37 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to

1 CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal regulations  
2 regarding confidentiality.

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

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

### 7 8 **VII. CONFLICT OF INTEREST**

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

### 16 17 **VIII. COST REPORT**

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

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

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

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

36 //

37 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the

1 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at  
2 the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall extensions  
3 be granted for more than seven (7) calendar days.

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

9 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to  
10 COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall  
11 document that costs are reasonable and allowable and directly or indirectly related to the services to be  
12 provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

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

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

29 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this  
30 Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly  
31 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such  
32 payment does not exceed the Amount Not To Exceed of COUNTY.

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

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37 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and

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

8  
9 Signed \_\_\_\_\_  
10 Name \_\_\_\_\_  
11 Title \_\_\_\_\_  
12 Date \_\_\_\_\_ "

13  
14 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

15 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

36 //

37 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and

1 Coverage sections of the rules implementing 51 F.R. 6370.  
2

3 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

9 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
10 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
11 new owners shall be required under the terms of sale or other instruments of transfer to assume  
12 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction  
13 of COUNTY.

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

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

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

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

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

37 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,



1 CONTRACTOR shall provide written notification within thirty (30) calendar days to ADMINISTRATOR  
2 when there is change of less than fifty percent (50%) of Board of Directors or any governing body of  
3 CONTRACTOR at one time.

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

7 D. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means  
8 of subcontractors, provided such subcontractors are approved in advance by ADMINISTRATOR, meet  
9 the requirements of this Contract as they relate to the service or activity under subcontract, include any  
10 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR  
11 prior to the beginning of service delivery.

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

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

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

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

23 E. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status with  
24 respect to name changes that do not require an assignment of the Contract. CONTRACTOR also shall  
25 notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY, or a  
26 party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as well  
27 as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to or  
28 during the period of Contract performance. While CONTRACTOR shall provide this information without  
29 prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or  
30 litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas  
31 whenever requested by COUNTY.

### 32 **XI. DISPUTE RESOLUTION**

34 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
35 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
36 //

37 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to

1 the attention of the COUNTY Purchasing Agent by way of the following process:

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

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

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

14 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
15 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision  
16 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
17 decision adverse to CONTRACTOR's contentions.

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

24  
25 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

35 //

36 //

37 **XIII. EQUIPMENT**

1 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
2 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
3 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively  
4 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or  
5 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
6 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other  
7 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or  
8 PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones,  
9 tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment  
10 purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to  
11 GAAP.

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

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

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

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

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

33 G. Unless this Contract is followed without interruption by another contract between the Parties for  
34 substantially the same type and scope of services, at the termination of this Contract for any cause,  
35 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Contract.

36 //

37 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper

1 use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

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

3  
4 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

10 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies  
11 as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed for the  
12 appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount Not To  
13 Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an amount  
14 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
15 services, staffing, facilities or supplies.

16  
17 **XV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF**  
18 **1996**

19 All work performed under this Contract is subject to HIPAA. CONTRACTOR shall perform the work  
20 in compliance with all applicable provisions of HIPAA. As identified in Exhibit E of DHCS Agreement  
21 #21-10100, DHCS and COUNTY shall cooperate to assure mutual agreement as to those transactions  
22 between them, to which this provision applies. Refer to Exhibit E of DHCS Agreement #21-10100 for  
23 additional information.

24  
25 **XVI. INDEMNIFICATION AND INSURANCE**

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

35 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required  
36 insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy  
37 COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees

1 to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to COUNTY  
2 during the entire term of this Contract.

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

12 D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs  
13 in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by COUNTY’s  
14 Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from  
15 CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any  
16 and all claims resulting or arising from CONTRACTOR’S services in accordance with the indemnity  
17 provision stated in this Contract. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to,  
18 and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

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

30 F. QUALIFIED INSURER

31 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-  
32 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition  
33 of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

36 //

37 Coverage

Minimum Limits

1	Commercial General Liability	\$1,000,000 per occurrence
2		\$2,000,000 aggregate
3		
4	Automobile Liability including coverage	\$1,000,000 per occurrence
5	for owned, non-owned and hired vehicles	
6		
7	Workers' Compensation	Statutory
8		
9	Employers' Liability Insurance	\$1,000,000 per occurrence
10		
11	Network Security & Privacy Liability	\$1,000,000 per claims made
12		
13	Professional Liability Insurance	\$1,000,000 per claims made
14		\$1,000,000 aggregate
15		
16	Sexual Misconduct Liability	\$1,000,000 per occurrence
17		

18 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies  
19 when required must provide Follow Form coverage.

#### 20 H. REQUIRED COVERAGE FORMS

21 1. The Commercial General Liability coverage shall be written on occurrence basis utilizing  
22 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least  
23 as broad.

24 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00  
25 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

#### 26 I. REQUIRED ENDORSEMENTS

27 1. The Commercial General Liability policy shall contain the following endorsements, which  
28 shall accompany the Certificate of Insurance:

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

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

36 //

37 2. The Network Security and Privacy Liability policy shall contain the following endorsements

1 | which shall accompany the Certificate of Insurance:

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

4 |           b. A primary and non-contributing endorsement evidencing that CONTRACTOR's  
5 | insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
6 | excess and non-contributing.

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

10 |       K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
11 | all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents  
12 | and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN  
13 | CONTRACT.

14 |       L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any  
15 | policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is  
16 | due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to  
17 | provide written notice of cancellation may constitute a material breach of the Contract, upon which  
18 | COUNTY may suspend or terminate this Contract.

19 |       M. If CONTRACTOR's Professional Liability, Sexual Misconduct and/or Network Security &  
20 | Privacy Liability are "Claims -Made" policy(ies), CONTRACTOR shall agree to the following:

21 |           1. The retroactive date must be shown and must be before the date of the Contract or the  
22 | beginning of the contract services.

23 |           2. Insurance must be maintained, and evidence of insurance must be provided for at least three  
24 | (3) years after expiration or earlier termination of the Contract.

25 |           3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy  
26 | form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must  
27 | purchase an extended reporting period for a minimum of three (3) years after expiration of earlier  
28 | termination of the Contract.

29 |       N. The Commercial General Liability policy shall contain a severability of interests clause also  
30 | known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

31 |       O. Insurance certificates should be forwarded to the department address specified in the Referenced  
32 | Contract Provisions of this Contract.

33 |       P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
34 | calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation  
35 | hereunder and grounds for COUNTY to suspend or terminate this Contract.

36 | //

37 |       Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance

1 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in  
 2 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect  
 3 COUNTY.

4 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 5 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY  
 6 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be  
 7 in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

## 11 **XVII. INSPECTIONS AND AUDITS**

12  
 13 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 14 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 15 the Comptroller General of the United States, or any other of their authorized representatives, shall to the  
 16 extent permissible under applicable law have access to any books, documents, and records, including but  
 17 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
 18 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a  
 19 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
 20 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this  
 21 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided  
 22 pursuant to this Contract, and the premises in which they are provided.

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

### 27 C. AUDIT RESPONSE

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

33 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement  
 34 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds  
 35 shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit  
 36 results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not  
 37 received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided



1 by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due  
2 COUNTY.

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

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

### 12 **XVIII. INTRAVENOUS DRUG USE (IVDU) TREATMENT**

13 CONTRACTOR shall ensure that individuals in need of IDVU treatment shall be encouraged to  
14 undergo Alcohol and Other Drug treatment (42 USC 300x-23 (45 CFR 96.126e)).

### 15 **XIX. LICENSES AND LAWS**

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

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

- 27 1. ARRA of 2009.
- 28 2. Trafficking Victims Protection Act of 2000.
- 29 3. CCC §§56 through 56.37, Confidentiality of Medical Information.
- 30 4. CCC §§1798.80 through 1798.84, Customer Records.
- 31 5. CCC §1798.85, Confidentiality of Social Security Numbers.
- 32 6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social  
33 Security.

34 //

- 35 7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master

## 1 | Plans.

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

- 1 | Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.
- 2 | 38. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
- 3 | Manual.
- 4 | 39. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
- 5 | Program Certification Standards, March 2004.
- 6 | 40. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 77143(a).
- 7 | 41. State of California, Department of Health Care Services ASRS Manual.
- 8 | 42. State of California, Department of Health Care Services DPFS Manual.
- 9 | 43. HSC §123145.
- 10 | 44. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).
- 11 | 45. 5 USC §7321 – §7326, Political Activities (Hatch Act)
- 12 | 46. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination
- 13 | on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of
- 14 | housing.
- 15 | 47. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 –
- 16 | 6107), which prohibits discrimination on the basis of age.
- 17 | 48. Age Discrimination in Employment Act (29 CFR Part 1625).
- 18 | 49. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination
- 19 | against the disabled in employment.
- 20 | 50. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination
- 21 | against the disabled by public entities.
- 22 | 51. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- 23 | 52. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting
- 24 | discrimination on the basis of individuals with disabilities.
- 25 | 53. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding
- 26 | nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000
- 27 | funded by federal financial assistance.
- 28 | 54. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with
- 29 | limited English proficiency.
- 30 | 55. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination
- 31 | on the basis of drug abuse.
- 32 | 56. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A –
- 33 | E).
- 34 | 57. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the
- 35 | applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- 36 | //
- 37 | 58. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

59. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

60. No federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

**XX. 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 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 and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, X, formerly 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.

**XXI. MINIMUM WAGE LAWS**

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance” paragraph of this Contract ) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other

1 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
2 standards pursuant to providing services pursuant to this Contract.

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

7  
8 **XXII. NONDISCRIMINATION**

9 **A. EMPLOYMENT**

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

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

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

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

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

36 //

37 6. Each labor union or representative of workers with which CONTRACTOR and/or

1 subcontractor has a collective bargaining agreement or other contract or understanding must post a notice  
 2 advising the labor union or workers' representative of the commitments under this Nondiscrimination  
 3 Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants  
 4 for employment.

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

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

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

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

34 a. COUNTY shall establish a formal resolution and grievance process in the event grievance  
 35 is not able to be resolved at point of service.

36 //

37 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as

1 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to  
2 request a State Fair Hearing.

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

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

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

### 17 18 **XXIII. NOTICES**

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

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

24 2. When faxed, transmission confirmed;

25 3. When sent by Email; or

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

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

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

36 //

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

1 ADMINISTRATOR.

2  
3 **XXIV. NOTIFICATION OF DEATH**

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

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

9 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
10 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served  
11 pursuant to this Contract ; notice need only be given during normal business hours.

12 2. WRITTEN NOTIFICATION

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

16 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
17 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of  
18 the death due to terminal illness of any person served pursuant to this Contract.

19 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
20 hand deliver or fax to a known number said notification.

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

25  
26 **XXV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

30 B. CONTRACTOR shall notify ADMINISTRATOR at least fourteen (14) calendar days in advance  
31 of any applicable public event or meeting. The notification must include the date, time, duration, location  
32 and purpose of the public event or meeting. Any promotional materials or event related flyers must be  
33 approved by ADMINISTRATOR prior to distribution.

34 //  
35 //  
36 //

37 **XXVI. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR’S**



**ASSOCIATION OF CALIFORNIA**

A. The County AOD Program Administrator shall participate and represent COUNTY in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

B. The County AOD Program Administrator shall attend any special meetings call by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

**XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Contract and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

//

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

1 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations  
2 and/or settlement of claims.

3 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following  
4 discharge of the participant, client and/or patient.

5 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
6 billings, and revenues available at one (1) location within the limits of Orange County. If CONTRACTOR  
7 is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to  
8 CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

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

12 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,  
13 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request  
14 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or  
15 for a covered entity that is:

- 16 1. The medical records and billing records about individuals maintained by or for a covered  
17 health care provider;
- 18 2. The enrollment, payment, claims adjudication, and case or medical management record  
19 systems maintained by or for a health plan; or
- 20 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

- 24 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or  
25 site visit.
- 26 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 27 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
28 requested.

29 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security  
30 of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII  
31 and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation,  
32 and copy ADMINISTRATOR on such notifications.

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

36 //

37 **XXVIII. RESEARCH AND PUBLICATION**

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

4  
5 **XXIX. SEVERABILITY**

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

11  
12 **XXX. SPECIAL PROVISIONS**

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

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

36 //

- 37 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds

1 (matching).

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

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

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

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

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

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

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

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

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

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

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

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

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

25  
26 **XXX. STATUS OF CONTRACTOR**

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

37 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be

1 | considered in any manner to be COUNTY’s employees.

3 | **XXXI. TERM**

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

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

13 | **XXXII. TERMINATION**

14 | A. CONTRACTOR shall meet all programmatic and administrative contracted objectives and  
15 | requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for  
16 | the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations,  
17 | and/or for non-compliance. If CAPs are not completed within timeframe as determined by  
18 | ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the  
19 | Contract could be terminated.

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

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

36 | //

37 | C. CONTINGENT FUNDING

1           1. Any obligation of COUNTY under this Contract is contingent upon the following:  
2           a. The continued availability of federal, state and county funds for reimbursement of  
3 COUNTY's expenditures, and

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

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

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

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

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

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

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

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

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

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

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

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

36 //

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

1 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
2 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day  
3 period.

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

7  
8 **XXXIII. THIRD PARTY BENEFICIARY**

9 Neither Party hereto intends that this Contract shall create rights hereunder in third parties including,  
10 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

11  
12 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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


17  
18 **XXXV. YOUTH TREATMENT GUIDELINES**

19 CONTRACTOR must comply with DHCS guidelines in developing and implementing youth  
20 treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and  
21 adopted. Youth Treatment Guidelines are posted online at  
22 [https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPra](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)  
23 [cGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)  
24 Adolescent Substance Use Disorder Best Practices Guide found  
25 here: [https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolB](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)  
26 [estPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

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

3  
4 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, AKA ORANGE COUNTY DEPARTMENT  
5 OF EDUCATION

6  
7   
8 433C6B901E77464...

4/19/2024

9 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

10 Deputy Superintendent, Operations Governance

11  
12 TITLE: \_\_\_\_\_

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16  
17 COUNTY OF ORANGE

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19 17856C0E28FF412...

5/31/2024

20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 HEALTH CARE AGENCY

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

28   
29 71CFE638662E411...

4/19/2024

30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

32  
33  
34  
35 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or  
37 any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution or  
by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature  
alone is required by ADMINISTRATOR.



1 EXHIBIT A  
 2 TO CONTRACT FOR PROVISION OF  
 3 YOUTH SUBSTANCE USE PREVENTION SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, AKA  
 8 ORANGE COUNTY DEPARTMENT OF EDUCATION  
 9 JULY 1, 2024 THROUGH JUNE 30, 2027

10  
 11 **I. COMMON TERMS AND DEFINITIONS**

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

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

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

17 C. ADEPT: An Orange County Health Care Agency team within Behavioral Health Services,  
 18 Substance Use Disorders division.

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

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

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

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

33 H. ECCO: The California Department of Health Care Services prevention data collection system.

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

37 //

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

3 K. Evaluation Plan: The systematic blueprint detailing the evaluation aspects of the project.

4 L. Goal: A broad statement of what the program aims to accomplish.

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

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

14 O. Media Input: A form of communication that is prepared with the intent of increasing public  
15 awareness/support for a prevention project, service or activity. There are two basic types of Media Inputs  
16 stated below.

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

19 2. An item designed to be publicly displayed to a wide audience (a billboard or banner). It is  
20 crucial that the item is displayed in a public venue with high traffic, e.g., a popular retail establishment, a  
21 public library, or on a school campus.

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

25 Q. Outcome: Measurable change that occurs as a result of a program's overall performance in  
26 implementing its planned Activities.

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

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

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

34 U. Social Media: Forms of electronic communication, such as websites for social networking  
35 (Wikipedia) and microblogging (X, formerly Twitter, Instagram, YouTube) through which users create  
36 online communities to share information, ideas, personal messages, and other content such as videos.

37 //

1 V. Strategic Prevention Framework: The Strategic Prevention Framework (SPF) is SAMHSA's five-  
2 step systematic community-based approach, which aims to ensure that substance abuse prevention  
3 programs can and do produce results.

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

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

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

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

13 AA. Youth Development: A framework or concept that views young people as valuable members of  
14 their communities rather than social problems or a population needing prescribed services. Youth  
15 Development engages young people in developing the skills, attitudes, knowledge, and experiences to  
16 prepare them to serve as active leaders in creating healthy, positive environments in their communities.

## 18 II. BUDGET

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect Costs	<u>\$59,678</u>	<u>\$59,678</u>	<u>\$59,678</u>	<u>\$179,034</u>
SUBTOTAL ADMINISTRATIVE COST	<u>\$59,678</u>	<u>\$59,678</u>	<u>\$59,678</u>	<u>\$179,034</u>
PROGRAM COST				
Salaries	\$326,221	\$326,221	\$326,221	\$978,663
Benefits	\$170,554	\$170,554	\$170,554	\$511,662
Services and Supplies	\$143,547	\$143,547	\$143,547	\$430,641
SUBTOTAL PROGRAM COST	<u>\$640,322</u>	<u>\$640,322</u>	<u>\$640,322</u>	<u>\$1,920,966</u>
TOTAL AMOUNT NOT TO EXCEED	\$700,000	\$700,000	\$700,000	\$2,100,000

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

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

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

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

19  
20 D. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB  
21 Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit  
22 requirements within the reporting period specified by OMB Circular Number A-133.

23 1. ADMINISTRATOR may revise the CFDA information listed above, and shall notify  
24 CONTRACTOR in writing of said revisions.

25 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
26 Paragraph of this Exhibit A to the Contract.

### 27 28 **III. CULTURAL COMPETENCY**

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

### 35 36 **IV. PAYMENTS**

37 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the actual costs of providing services

1 each month. All payments are interim payments only and are subject to Final Settlement in accordance  
2 with the Cost Report Paragraph of the Contract, which provides that CONTRACTOR shall be paid for  
3 CONTRACTOR's actual cost of providing services hereunder, provided the total of such payments does  
4 not exceed COUNTY's Total Amount Not To Exceed as specified in the Referenced Contract Provisions  
5 of the Contract and CONTRACTOR's cost are reimbursable pursuant to COUNTY, state, and federal  
6 //  
7 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for  
8 which the actual amounts have not been fully paid.

9 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue  
10 Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall  
11 use the Expenditure and Revenue Report to determine payment to CONTRACTOR, subject to  
12 Subparagraph A.2. below.

13 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the actual  
14 amount payments for providing services exceed the year-to-date Amount Not To Exceed,  
15 ADMINISTRATOR may reduce payments to CONTRACTOR by an amount not to exceed the difference  
16 between the year-to-date actual amount payments to CONTRACTOR and the year-to-date Amount Not  
17 To Exceed.

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

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

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

28 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
29 and/or termination of this Contract, except as may otherwise be provided under this Contract, or  
30 specifically agreed upon in a subsequent contract.

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

## 33 34 **V. REPORTS**

### 35 **A. EXPENDITURE REPORTS**

36 CONTRACTOR shall submit Expenditure and Revenue reports to ADMINISTRATOR in support of the  
37 monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and

1 shall report actual costs and revenues for each of CONTRACTOR's program(s) or cost center(s) described  
2 in the Services Paragraph of this Exhibit A to the Contract. These reports are due to ADMINISTRATOR  
3 by the twentieth (20th) calendar day of each month following the end of the month being reported.

#### 4 B. PROJECTION REPORTS

5 CONTRACTOR shall submit monthly Projection Reports to ADMINISTRATOR. These reports shall be  
6 on a form approved or provided by ADMINISTRATOR and shall include actual costs and anticipated  
7 year-end costs for each of CONTRACTOR's program(s) or cost center(s) described in the Services  
8 Paragraph of this Exhibit A to the Contract. These reports are due to ADMINISTRATOR by the twentieth  
9 (20th) calendar day of each month following the end of the month being reported.

#### 10 C. QUARTERLY PROGRESS REPORTS

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

##### 17 1. Period One Reports:

- 18 a. Quarter 1: July 1, 2024 through September 30, 2024, due October 15, 2024
- 19 b. Quarter 2: October 1, 2024 through December 31, 2024, due January 15, 2025
- 20 c. Quarter 3: January 1, 2025 through March 31, 2025, due April 15, 2025

##### 21 2. Period Two Reports:

- 22 a. Quarter 1: July 1, 2025 through September 30, 2025, due October 15, 2025
- 23 b. Quarter 2: October 1, 2025 through December 31, 2025, due January 15, 2026
- 24 c. Quarter 3: January 1, 2026 through March 31, 2026, due April 15, 2026

##### 25 3. Period Three Reports:

- 26 a. Quarter 1: July 1, 2026 through September 30, 2026, due October 15, 2026
- 27 b. Quarter 2: October 1, 2026 through December 31, 2026, due January 15, 2027
- 28 c. Quarter 3: January 1, 2027 through March 31, 2027, due April 15, 2027

#### 29 D. FOURTH QUARTER/YEAR-END REPORT

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

#### 36 E. RAW EVALUATION DATA FROM EDUCATIONAL SERVICES

37 CONTRACTOR shall submit to ADMINISTRATOR raw evaluation data collected from educational

1 services with the second Quarterly Progress Report and Fourth Quarter/Year-End Report of each contract  
2 Period.

3 F. STAFFING REPORTS

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

10 G. ECCO

11 CONTRACTOR shall comply with the data collection requirements for prevention as mandated by the  
12 California Department of Health Care Services, Substance Use Disorder Program, Policy and Fiscal  
13 Division, Policy and Prevention Branch. CONTRACTOR shall comply with ECCO requirements as  
14 described in the state's Data Quality Standards and Definitions guidelines. ADMINISTRATOR shall  
15 make trainings and technical assistance available for completing data entry throughout the term of this  
16 Contract.

17 H. ADDITIONAL REPORTS

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

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

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

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

32 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports  
33 Paragraph of this Exhibit A to the Contract.

34  
35 **VI. SERVICES**

36 A. CONTRACTOR shall provide youth-focused alcohol and other drug prevention services in the  
37 Central region of Orange County, in accordance with, and as defined in, the ADEPT Provider Manual

1 furnished or made available by ADMINISTRATOR. The Central region includes Garden Grove,  
2 Westminster, Santa Ana, Orange, Tustin, Irvine, Stanton, and unincorporated areas. CONTRACTOR shall  
3 ensure that services are provided in:

- 4 1. Support of COUNTY's prevention goals;
- 5 2. Alignment with the SPF process; and
- 6 3. Alignment with CSAP prevention strategies.

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

10 C. CONTRACTOR shall work with youth, parents, school staff/administrators, community  
11 members, youth-serving organizations, faith-based communities, neighborhood groups, law enforcement  
12 agencies, municipalities, and any other interested persons and groups within the identified region to reduce  
13 alcohol and/or other drug use among youth.

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

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

18 a. Educate at least two hundred (200) youth using an evidence-based curriculum designed  
19 to prevent youth alcohol and other drug use.

20 b. At least seventy-five percent (75%) of youth educated using an evidence-based  
21 curriculum shall agree or strongly agree that they increased their knowledge about the negative  
22 consequences of using alcohol and other drugs.

23 c. At least seventy-five percent (75%) of youth educated using an evidence-based  
24 curriculum shall agree or strongly agree that they increased their ability to refuse alcohol and other drugs.

25 d. At least seventy-five percent (75%) of youth educated using an evidence-based  
26 curriculum shall agree or strongly agree that they increased their self-efficacy in decision-making skills  
27 related to the use of alcohol and other drugs.

28 e. At least seventy-five percent (75%) of youth educated using an evidence-based  
29 curriculum shall agree or strongly agree that they increased their confidence to use effective  
30 communication skills related to the use of alcohol and other drugs.

31 f. At least seventy-five percent (75%) of youth educated using an evidence-based  
32 curriculum shall agree or strongly agree that they know who to go to for help related to alcohol and other  
33 drugs.

34 g. Educate at least eight hundred (800) youth using evidence-informed strategies on alcohol  
35 and other drug prevention topics.

36 h. At least seventy-five percent (75%) of youth educated using evidence-informed  
37 strategies shall agree or strongly agree that they increased their knowledge about the negative



1 | consequences of using alcohol and other drugs.

2 |           i. At least seventy-five percent (75%) of youth educated using evidence-informed  
3 | strategies shall agree or strongly agree that they increased their ability to refuse alcohol and other drugs.

4 |           j. At least seventy-five percent (75%) of youth educated using evidence-informed  
5 | strategies shall indicate that they know who to go to for help related to alcohol and other drugs.

6 | //

7 |           k. Train at least four hundred (400) youth on media literacy using evidence-informed  
8 | strategies.

9 |           l. At least seventy-five percent (75%) of youth trained shall agree or strongly agree that  
10 | they increased their ability to deconstruct media messages related to alcohol and other drugs.

11 |           m. Educate at least three hundred (300) parents using evidence-informed strategies on youth  
12 | alcohol and other drug prevention.

13 |           n. At least seventy-five percent (75%) of parents educated using evidence-informed  
14 | strategies shall agree or strongly agree that they increased their knowledge of current alcohol and other  
15 | drug trends.

16 |           o. At least seventy-five percent (75%) of parents educated using evidence-informed  
17 | strategies shall agree or strongly agree that they increased their knowledge on the harmful effects of  
18 | cannabis to the developing brain.

19 |           p. At least seventy-five percent (75%) of parents educated using evidence-informed  
20 | strategies shall agree or strongly agree that they increased their willingness to take action to prevent youth  
21 | alcohol and other drug use.

22 |           q. By Between July 1, 2024 and June 30, 2025, facilitate at least five (5) youth-led activities  
23 | designed to prevent alcohol and other drug use among youth.

24 |           r. Between July 1, 2025 and June 30, 2026, facilitate at least four (4) youth-led activities  
25 | designed to prevent alcohol and other drug use among youth.

26 |           s. Between July 1, 2026 and June 30, 2027, facilitate at least three (3) youth-led activities  
27 | designed to prevent alcohol and other drug use among youth.

28 |           t. By May 30, for each period, disseminate at least one (1) publication on youth alcohol  
29 | and other drug prevention topics to staff/administrators of schools and youth-serving organizations.

30 |           u. By June 30, 2026, submit a plan for conducting a youth alcohol and other drug use  
31 | prevention conference during FY 2026/2027.

32 |           v. Between July 1, 2026 and May 30, 2027, conduct a youth alcohol and other drug use  
33 | prevention conference.

34 |           w. Facilitate one (1) community substance use prevention intervention, in collaboration with  
35 | the business community and local media, to prevent youth alcohol and other drug use.

36 |           x. By December 1, for each period, submit a plan that identifies a community need related  
37 | to youth alcohol and other drug use and describe the proposed intervention strategies.

1 y. Implement the proposed intervention described in the plan to address a community need  
2 related to youth alcohol and other drug use.

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

5 1. Period ONE:

- 6 a. Fifty (50) Community Collaborations;
- 7 b. Three (3) Trainings;
- 8 c. Fifty (50) Information Disseminations; and
- 9 d. Three (3) Media Inputs.

10 2. Period TWO:

- 11 a. Fifty (50) Community Collaborations;
- 12 b. Three (3) Trainings;
- 13 c. Fifty (50) Information Disseminations; and
- 14 d. Three (3) Media Inputs.

15 3. Period THREE:

- 16 a. Fifty (50) Community Collaborations;
- 17 b. Three (3) Trainings;
- 18 c. Fifty (50) Information Disseminations; and
- 19 d. Three (3) Media Inputs.

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

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

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

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

1 g. How the Evaluation results will be used to make recommendations for improving  
2 prevention efforts related to the Units of Service and Outcome Measures.

3 2. CONTRACTOR shall participate and ensure that their project evaluator participates in an  
4 Evaluation planning meeting with ADMINISTRATOR prior to submitting an Evaluation Plan.

5 3. CONTRACTOR shall submit to ADMINISTRATOR a preliminary Evaluation Plan by  
6 August 1 and a final Evaluation Plan by August 15, for each Period.

7 4. CONTRACTOR's Evaluation Plans must be approved, in writing, by ADMINISTRATOR  
8 prior to implementation of Evaluation efforts.

9 5. CONTRACTOR shall obtain written consent of ADMINISTRATOR prior to modifying an  
10 Evaluation Plan.

11 6. CONTRACTOR shall ensure that each Evaluation Plan is in compliance with  
12 ADMINISTRATOR requirements, as described in the ADEPT Provider Manual.

13 H. MEETINGS

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

17 2. Professional Development (Capacity Building) - CONTRACTOR's Program staff needs to  
18 complete training provided by the curriculum developer and may attend issue-specific trainings and  
19 workshops relevant to outcome measures or professional development classes as a means of enhancing  
20 overall program implementation skills.

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

25 I. SOCIAL MEDIA - CONTRACTOR shall develop policies and procedures for any social media  
26 use in the program.

27 J. REQUIRED APPROVALS

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

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

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

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

7 L. PATENTS AND COPYRIGHT MATERIAL

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

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

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

23 O. CONTRACTOR agrees that if CONTRACTOR enters into any contract s with other parties to  
24 perform the work required under this Contract, that CONTRACTOR shall require that each Contract  
25 include clauses granting COUNTY:

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

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

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

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

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

7 R. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the Outcome  
8 Measures and Units of Service and the Supporting Activities described in section VI. SERVICES above  
9 in order to meet the prevention needs of the community.

10  
11 **VII. STAFFING**

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

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

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

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

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

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

25 C. All individuals working directly with youth must submit fingerprints and pass a background  
26 check, prior to providing services pursuant to this Contract. CONTRACTOR shall submit to  
27 ADMINISTRATOR copies of the results for each individual that has successfully passed the background  
28 check. CONTRACTOR shall keep copies for its records.

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

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

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

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	<u>PERIOD ONE</u> FTEs	<u>PERIOD TWO</u> FTEs	<u>PERIOD THREE</u> FTEs
DIRECT PROGRAM			
Project Liaison	1.00	1.00	1.00
Program Support Assistance	0.50	0.50	0.50
Project Assistant	2.50	2.50	2.50
Prevention Education Coordinator	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>
DIRECT PROGRAM SUBTOTAL	4.10	4.10	4.10
TOTAL FTEs	4.10	4.10	4.10

19  
 20 G. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5)  
 21 business days following the termination, resignation, or notice of resignation of any employee. The report  
 22 shall include the employee’s name, position title, date of resignation, and a description of the recruitment  
 23 activity to replace the employee.

24 H. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns;  
 25 provided, however, CONTRACTOR shall provide supervision as specified in the respective job  
 26 descriptions or work contracts.

27 I. Requests for exceptions to staffing requirements set forth in Subparagraph G. above must be  
 28 submitted to ADMINISTRATOR in writing and must specify the benefit to the program.  
 29 CONTRACTOR must obtain ADMINISTRATOR approval prior to assignment of the program staff to  
 30 perform services pursuant to this Contract.

31 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing  
 32 Paragraph of this Exhibit A to the Contract.

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