

ORANGE COUNTY  
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: December 9, 2013

AGENDA ITEM No. 13-12-12

ACTION ITEM: (Y/N) Y

SUBJECT: Partnership for a Drug-Free NC, Inc./Unlimited Success Contract for Services

INFO. CONTACT: Michael Gilbert PHONE: 919-732-8126

ATTACHMENTS: 1. Alcohol Education and Rehabilitation Grant Award Letter (ABC Grant)  
2. Partnership for a Drug-Free NC, Inc. /Unlimited Success Memorandum of Agreement

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**PURPOSE:** To request the Board of Education approve the Partnership for a Drug-Free NC, Inc./Unlimited Success' contract for services.

**BACKGROUND:** Partnership for a Drug-Free NC, Inc. /Unlimited Success provides substance abuse assessments of students who have been referred as a result of the possession and/or use of drugs or alcohol and recommends them for Substance Abuse Family Education (SAFE) or substance abuse treatment. These services are available to all students in Orange County School and there is no limit on the number of students who can be referred.

Grant funds are awarded from the Orange County ABC Board to the school district on an annual basis to provide this type of support. (See attached grant award letter).

This contract has been reviewed and approved by the School Board attorney.

**FINANCIAL IMPACT:** The annual cost of the SAFE program is \$28,000. This amount is paid from the ABC Grant funds. NC General Statute 18B-805 requires ABC Boards to distribute at least seven percent (7%) of net profits (after making certain adjustments) for Alcohol Rehabilitation and Education. The Orange County ABC Board uses a grant process for allocating these funds.

|  |                 |
|--|-----------------|
| 2013-14 ABC Grant Allocation:                    | \$38,500        |
| Carryover from the 2012-13 ABC Grant Allocation: | <u>\$ 7,000</u> |

Total ABC Funds Available: \$45,500

**RECOMMENDATION:** The Superintendent recommends the Board of Education approve the Partnership for a Drug-Free NC, Inc. /Unlimited Success' contract for services.

COUNTY OF ORANGE  
ALCOHOLIC BEVERAGE CONTROL BOARD

122 HIGHWAY 70 EAST  
HILLSBOROUGH, NORTH CAROLINA 27278  
919-732-3432  
FAX: 919-732-5829  
[ocabc@mindspring.com](mailto:ocabc@mindspring.com)

KEITH COOK, Chair  
JOHN LINK, Vice Chair  
TONY DUBOIS, General Manager

Board Members  
ROSA TILLEY  
LISA STUCKEY  
GREGG JARVIES

June 19, 2013

Michael Gilbert  
Orange County Schools  
200 East King Street  
Hillsborough NC 27278

On June 18, 2013 the Orange County ABC Board met to consider Alcohol Education and Rehabilitation grant funding requests for fy2012-13. A budgeted amount of \$145,000 was approved and requests were received in the amount of \$212,836 leaving the board with difficult decisions in dividing the funds between many worthy organizations.

The board members independently reviewed and scored the grant information you provided. The information and scores were discussed in the board meeting and after careful consideration a grant in the amount of \$38,500 was approved for your organization. Distributions will be made in the amount of \$9,625 and will be paid in the last month of each quarter (September, December, March and June).

We would like to congratulate you on the work your organization does for the community and look forward to hearing about the many success stories you will achieve in the upcoming year. We would like to schedule a representative from your organization to attend a board meeting in March or April to update us on your plans and to follow-up on the impact of the grant money for your organization. The grant process will be changing somewhat for the next year including an accelerated timetable that will require grants to be submitted earlier. The details of the new process will be worked out in the upcoming months.

If you have any questions about how the grants were decided please don't hesitate to contact me and we can discuss it in greater detail. Thank you for your efforts in continuing to provide alcohol education and preventing underage drinking in the community.

Sincerely,



Tony DuBois  
Orange County ABC  
General Manager  
919-732-3432 ext. 22  
[ocabc@mindspring.com](mailto:ocabc@mindspring.com)

Orange County Schools  
Contract for Services

Agreement is made the 1st day of November 2013 by and between Orange County Schools ("OCS"), a public body corporate, and Contractor: Partnership for a Drug-Free NC, Inc./Unlimited Success as follows:

I. Description of Services to be provided by Contractor to Orange County Schools:

- Substance abuse assessments of students referred as result of possession or use of a prohibited substance and recommend either Substance Abuse Family Education (SAFE) or substance abuse treatment.
- Offer an alcohol and drug education program (i.e. SAFE) for students for reasonable suspicion, referrals and/or policy violations.
- Maintain and provide to OCS accurate records of each student referred, assessed, and provided any other service, including student name, services provided, and attendance.

II. Term and/or Schedule for Provision of Contractors Services:

- The term of this agreement is 12 months beginning July1, 2013 and ending June 30, 2014

Consideration:

- In consideration of the satisfactory performance and completion of the services described above, Orange County Schools agree to pay contractor a fixed fee of \$28,000.00 for the SAFE classes and drug testing.
- Contractor shall invoice OCS for two installments, one installment of \$14,000 on or after December 1, 2013, and one installment of \$14,000 on or after June 12, 2014. Invoices shall be accompanied by a list of services provided to date, itemized by student name and type and amount of service.

IV. Termination for Convenience.

OCS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from OCS to the Contractor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by the Contractor pursuant to this contract shall, at the request of OCS be turned over to it and become its property. If the contract is terminated by OCS in accordance with this section, OCS will pay the Contractor *pro rata* for services performed as of the date of termination.

V. Termination for Default. At any time, OCS may terminate this contract immediately and without prior notice if Contractor is unable to meet goals and timctables or if OCS is dissatisfied with the quality of services provided.

VI. Independent Contractor Status:

- It is specifically understood and agreed that the Contractor is an independent contractor and not an employee of the Orange County

## Schools.

VII. Contract Funding. It is understood and agreed between the Contractor and OCS that OCS's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.

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VIII. Records and Confidentiality of Student Information. The Contractor agrees that all student records obtained in the course of providing services to OCS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and OCS's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of the Contractor. Contractor shall not forward to any person other than parent or District any student record, including, but not limited to, the student's identity, without the written consent of the parent and District. Upon termination of this Agreement, Contractor shall turn over to District all student records of District's eligible students to whom Contractor has provided services under this agreement.

IX. Lunsford Act/Criminal Background Checks. The Contractor shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any to OCS students pursuant to this agreement. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services under this Agreement prior to the commencement of such services. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement.

X. Indemnification. Contractor shall indemnify, defend and hold harmless OCS, its agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Contractor, its agents and/or employees, including but not limited to court costs

and attorney's fees incurred by Contractor in connection with the defense of said matters.

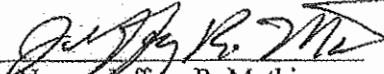
XI. Contractor shall comply with all applicable laws and regulations in providing services under this Contract. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers that employ twenty-five (25) or more employees. Contractor specifically represents and warrants that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract.

The parties hereto have executed this Agreement the day and year first written above.

Orange County Schools  
200 East King Street  
Hillsborough, N.C. 27278

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Partnership for a Drug-Free NC, Inc  
665 West Fourth Street  
Winston-Salem, N.C. 27101

By:   
Print Name: Jeffrey R. Matkins  
Title: Chief Operating Officer