



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-22011163  
FOR  
TOBACCO CESSATION SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-22011163 for Tobacco Cessation Services is made and entered into on July 1, 2026 (“Effective Date”) between AHMC Anaheim Regional Medical Center (“Contractor”), with a place of business at 1111 W. La Palma Avenue, Anaheim, CA 92801, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-22011163 for Tobacco Cessation Services, effective July 1, 2022 through June 30, 2025, in an amount not to exceed \$1,500,000 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1, effective March 22, 2024, to amend Exhibit A of the Contract to modify allocations within the Budget Paragraph, with no change to the Contract’s Maximum Obligation, and to modify the Period Two and Period Three service objectives within the Services Paragraph, with no change to the Contract’s overall annual service objectives and goals; and

WHEREAS, the Parties executed Amendment No. 2 to renew the Contract for one year, effective July 1, 2025 through June 30, 2026, in an amount not to exceed \$500,000 for the renewal period, for a new cumulative amount not to exceed \$2,000,000, and to amend Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for one year, effective July 1, 2026 through June 30, 2027, in an amount not to exceed \$500,000 for the renewal period, for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend the Contract to add standard Federal Guidelines provisions, and to amend Exhibit A, Paragraph II. Budget of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one year, effective July 1, 2026 through June 30, 2027, in an amount not to exceed \$500,000 for the renewal period, for a new cumulative amount not to exceed \$2,500,000; on the amended terms and conditions.
2. Referenced Contract Provisions, Term and Maximum Obligation provisions, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2022 through June 30, 2027

Period One means the period from July 1, 2022 through June 30, 2023  
 Period Two means the period from July 1, 2023 through June 30, 2024  
 Period Three means the period from July 1, 2024 through June 30, 2025  
 Period Four means the period from July 1, 2025 through June 30, 2026  
 Period Five means the period from July 1, 2026 through June 30, 2027

Maximum Obligation: \$2,500,000

Period One Maximum Obligation:	\$500,000
Period Two Maximum Obligation:	\$500,000
Period Three Maximum Obligation:	\$500,000
Period Four Maximum Obligation:	\$500,000
Period Five Maximum Obligation:	<u>\$500,000</u>

TOTAL MAXIMUM OBLIGATION: \$2,500,000”

3. Paragraph XXXII. Contract Work Hours and Safety Standards Act is added to the Contract as follows:

**“Paragraph XXXII. Contract Work Hours and Safety Standards Act**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. CONTRACTOR and subcontractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

4. Paragraph XXXIII. Clean Air Act is added to the Contract as follows:

**“Paragraph XXXIII. Clean Air Act**

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

5. Paragraph XXXIV. Federal Water Pollution Control Act is added to the Contract as follows:

**“Paragraph XXXIV. Federal Water Pollution Control Act**

1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

6. Paragraph XXXV. Debarment and Suspension is added to the Contract as follows:

**“Paragraph XXXV. Debarment and Suspension**

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR’s

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.”

7. Paragraph XXXVI. Byrd Anti-Lobbying Amendment, U.S.C. § 1352 (as amended) is added to the Contract as follows:

**“Paragraph XXXVI. Byrd Anti-Lobbying Amendment, U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.”

8. Exhibit A, Paragraph II. BUDGET, of the Contract is deleted in its entirety and replaced with the following:

**“II. BUDGET**

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE	TOTAL
PROGRAM						
Salaries	\$327,808	\$336,685	\$327,808	\$327,808	\$327,808	\$1,647,917
Benefits	110,365	114,365	110,365	110,365	110,365	555,825
Services and Supplies	61,827	48,950	61,827	61,827	61,827	296,258
Professional Services	0	0	0	0	0	0

SUBTOTAL PROGRAM COST	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
TOTAL COST	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
REVENUE	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
TSR	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
TOTAL REVENUE	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
MAXIMUM OBLIGATION	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$ 2,500,000

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

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph to this Exhibit A to the Agreement.”

9. Exhibit A, Paragraph VI. SERVICES, subparagraph C, of the Contract is deleted in its entirety and replaced with the following:

“C. PERFORMANCE OBJECTIVES – PERIODS TWO, THREE, FOUR and FIVE - CONTRACTOR shall meet the following performance objectives and complete the detailed activities specified in the TUPP Provider Manual for Cessation Services for Period Two by June 30, 2024, for Period Three by June 30, 2025, for Period Four by June 30, 2026, and for Period Five by June 30, 2027, respectively:

1. Adult Services:

a. At least five hundred (500) adult tobacco and/or vape users from Orange County annually will participate in an in-person, telephone, and/or virtual individualized cessation counseling session that is sixty (60) minutes in length. Each participant shall receive a scheduling call and three (3) follow-up calls at thirty (30), ninety (90) and one hundred eighty (180) calendar days after completing the service. Thirty-three percent (33%) of the participants shall report an abstinence from tobacco and/or vape use six (6) months after completing the service.

b. At least two hundred (200) adult tobacco and/or vape users from Orange County annually will participate in an in-person or virtual one-time seminar that is one and a half (1 ½) hours in length, or two (2) seminars that are each forty-five (45) minutes in length. Each participant shall receive

a scheduling call and three (3) follow-up calls at thirty (30), ninety (90) and one hundred eighty (180) calendar days after completing the service. Thirty-three percent (33%) of the participants shall report abstinence from tobacco and/or vape use six (6) months after completing the service.

c. At least fifty (50) adult tobacco and/or vape users from Orange County annually will participate in a series of five (5) in-person or virtual cessation sessions that are each sixty (60) minutes in length. An individual must attend at least three (3) cessation classes to be counted as a participant. Each participant shall receive a follow-up call at thirty (30), ninety (90) and one hundred eighty (180) calendar days after completing the service. Thirty-three percent (33%) of the participants shall report abstinence from tobacco and/or vape use six (6) months after completing the service.

d. At least five hundred fifty (550) adult tobacco and/or vape users from Orange County Sober Living and/or Treatment Facilities shall be recruited to participate in the in-person or virtual one-time seminar that is one and a half (1 1/2) hours in length, or two (2) seminars that are each forty-five (45) minutes in length, per the TUPP Provider Manual as referenced in Paragraph VI. SERVICES, subparagraph A, of the Agreement. Each participant shall receive a follow-up call at thirty (30), ninety (90) and one hundred eighty (180) calendar days after completing the service. Thirty-three percent (33%) of the participants shall report abstinence from tobacco and/or vape use six (6) months after completing the service.

e. At least twenty-five (25) adult tobacco and/or vape users from Orange County Homeless Population Facilities shall be recruited to participate in a one-time seminar that is one (1) hour in length, per the TUPP Provider Manual as referenced in Paragraph VI. SERVICES, subparagraph A of the Agreement. Each participant shall receive a follow-up call at thirty (30), ninety (90) and one hundred eighty (180) calendar days after completing the service. Thirty-three percent (33%) of the participants shall report abstinence from tobacco and/or vape use six (6) months after completing the service.

## 2. Youth Services:

a. At least fifty (50) youth tobacco and/or vape users from Orange County annually will participate in a series of five (5) in-person or virtual cessation sessions, which are at least forty-five (45) minutes in length. An individual has to attend at least three (3) cessation classes to be counted as a participant. Each participant shall receive a follow-up call at thirty (30), ninety (90) and one hundred eighty (180) calendar days after completing the service. At least forty-five percent (45%) of the youth shall report abstinence from tobacco and/or vape use six (6) months after completing the service.

b. At least five hundred (500) youth tobacco and/or vape users from Orange County annually will participate in a one-time in-person or virtual seminar that is at least one (1) hour in length. Each participant shall receive a follow-up call at thirty (30), ninety (90) and one hundred eighty (180) calendar days after completing the service. At least forty-five percent (45%) of the youth shall report abstinence from tobacco and/or vape use six (6) months after completing the service.

## 3. Cessation Promotion Services:

a. Maintain 1-866-NEW-LUNG telephone line to receive tobacco and vape cessation calls in the following language: English, Spanish, Vietnamese, Korean and Farsi.

Cessation services offered include 1) adult individual counseling; 2) cessation seminars; and 3) five (5) cessation sessions. The line will be available during regular business hours, Monday through Friday, from 8:00 am to 5:00 pm. Calls will be tracked by using a "Cessation Line Caller Track Form" to build a database of all calls received by the helpline.

b. Recruit and maintain at least three hundred (300) locations annually to provide cessation materials and/or referrals to 1-866-NEW-LUNG line. Locations may include, but are not limited to: health care professionals and/or allied health care professionals, dental offices, educational institutions, work sites, veteran's organizations, lesbian, gay, bisexual, transgender, questioning (LGBTQ) serving organizations, businesses, community organizations, behavioral health facilities, homeless-serving facilities, substance use treatment facilities, sober living facilities and medical facilities that provide services to mothers and/or expectant mothers and youth sites. At least two hundred (200) of these locations will be located in high-priority geographic areas in Orange County designated by TUPP.

c. Purchase a minimum of fifteen (15) types of promotional and incentive materials and disseminate at least one thousand (1,000) materials annually, focusing on promotion of the 1-866-NEW-LUNG line and increasing quit attempts of tobacco and/or vape use. These materials shall support the promotion of the other objectives focused on adults and youth. At least eight (8) of the promotional/incentive materials shall be available in the following languages (in addition to English): Spanish, Vietnamese, Korean and Farsi.

d. Develop at least one (1) ad annually in each of the following languages - English, Spanish, Vietnamese, Korean, and Farsi - and place ads in local media and/or social media sites annually in high priority cities as designated by TUPP to promote the 1-866-NEW-LUNG line and cessation services aimed at the general public."

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

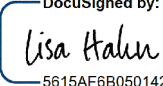
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: AHMC Anaheim Regional Medical Center**

Lisa Hahn

CEO

DocuSigned by:  
  
5615AF6B050142C...  
Signature

Title  
3/5/2026  
Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name  
Signature

Title  
Date

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA**

Signed by:  
  
BY: 71CFE638662E411...  
DEPUTY

DATED: 3/6/2026