

1 AGREEMENT FOR PROVISION OF  
2 TOBACCO CESSATION SERVICES  
3 BETWEEN  
4 COUNTY OF ORANGE

5 AND  
6 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY  
7 DECEMBER 1, 2009 THROUGH JUNE 30, 2011  
8

9 THIS AGREEMENT entered into this 1st day of December 2009, which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
11 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY, a  
12 California non-profit corporation (CONTRACTOR). This Agreement shall be administered by the  
13 County of Orange Health Care Agency (ADMINISTRATOR).  
14

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

16  
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
18 Tobacco Cessation services described herein to the residents of Orange County; and

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

21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

**CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions.....	4
I. Alteration of Terms .....	5
II. Assignment of Debts .....	5
III. Compliance.....	5
IV. Confidentiality.....	7
V. Cost Report.....	8
VI. Delegation and Assignment .....	10
VII. Employee Eligibility Verification .....	10
VIII. Equipment .....	11
IX. Facilities, Payments and Services .....	11
X. Indemnification and Insurance.....	12
XI. Inspections and Audits .....	12
XII. Licenses and Laws.....	13
XIII. Literature and Advertisements .....	14
XIV. Maximum Obligation.....	14
XV. Nondiscrimination.....	15
XVI. Notices.....	16
XVII. Notification of Public Events and Meetings.....	17
XVIII. Records Management and Maintenance .....	17
XIX. Severability.....	19
XX. Special Provisions .....	19
XXI. Status of Contractor.....	20
XXII. Term .....	20
XXIII. Termination .....	21
XXIV. Third Party Beneficiary .....	22
XXV. Waiver of Default or Breach.....	22
Signature Page .....	23

//  
//  
//  
//  
//

1	<b><u>EXHIBIT A</u></b>	
2	I. Service Area Identification .....	1
3	II. Budget.....	1
4	III. Definitions .....	2
5	IV. Payments.....	2
6	V. Reports.....	3
7	VI. Services.....	4
8	VII. Staffing .....	6

9		
10	<b><u>EXHIBIT B</u></b>	
11	Regional Cessation Services for Period One .....	2 Pages

12		
13	<b><u>EXHIBIT C</u></b>	
14	Regional Cessation Services for Period Two .....	2 Pages

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

**REFERENCED CONTRACT PROVISIONS**

**Term:** December 1, 2009 through June 30, 2011

“Period One” means the period from December 1, 2009 through June 30, 2010

“Period Two” means the period from July 1, 2010 through June 30, 2011

<b>Maximum Obligation:</b>	Period One Maximum Obligation:	\$117,000	
	Period Two Maximum Obligation:	<u>177,000</u>	<del>157,000</del>
	<b>TOTAL MAXIMUM OBLIGATION:</b>	<u>\$294,000</u>	<del>\$274,000</del>

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Actual Cost

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Phil Falcetti, CEO  
National Council on Alcoholism and Drug Dependence – Orange County  
5 Mason, Suite 150  
Irvine, CA 92618

**CONTRACTOR’s Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
Comprehensive General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claim or per occurrence

1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein by  
3 reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the  
4 subject matter of this Agreement, and shall constitute the total Agreement between the parties for these  
5 purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall  
6 be valid unless made in writing and formally approved and executed by both parties.

7  
8 **II. ASSIGNMENT OF DEBTS**

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

16  
17 **III. COMPLIANCE**

18 A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose  
19 of ensuring adherence to all rules and regulations related to federal and state health care programs.

20 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant  
21 HCA Policies and Procedures relating to the Compliance Program.

22 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and  
23 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")  
24 relative to this Agreement are made aware of HCA's Policies and Procedures.

25 B. CONTRACTOR has the option to adhere to HCA's Compliance Program or establish its own.

26 1. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy  
27 of its Compliance Program, Code of Conduct, and relevant policies and procedures to  
28 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

29 2. HCA's Compliance Officer shall advise CONTRACTOR if CONTRACTOR's compliance  
30 program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be  
31 asked to acknowledge and agree to the HCA's Code of Conduct and Compliance Program.

32 3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer,  
33 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of  
34 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this  
35 Agreement are made aware of CONTRACTOR's Policies and Procedures.

36 4. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct, and  
37 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure

1 such breach within sixty (60) calendar days of such notice from ADMINSTRATOR shall constitute  
2 grounds for termination of this Agreement as to the non-complying party.

3 C. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of  
4 Conduct for adherence by all HCA employees and contract providers has been developed.

5 1. If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30)  
6 calendar days of award of this Agreement, CONTRACTOR shall submit to ADMINISTRATOR a  
7 signed acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor  
8 Code of Conduct."

9 2. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor  
10 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach  
11 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for  
12 termination of this Agreement as to the non-complying party.

13 D. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services  
14 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined  
15 hereunder. Screening shall be conducted against the General Services Administration's List of Parties  
16 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List  
17 of Excluded Individuals/Entities.

18 1. Ineligible Person shall be any individual or entity who:

19 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
20 federal health care programs; or

21 b. has been convicted of a criminal offense related to the provision of health care items or  
22 services and has not been reinstated in the federal health care programs after a period of exclusion,  
23 suspension, debarment, or ineligibility.

24 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
25 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
26 Agreement.

27 3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and  
28 July) to ensure that they have not become Ineligible Persons.

29 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
30 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
31 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

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



1 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations  
2 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
3 consultants, subcontractors, volunteers and interns.

#### 4 5 **V. COST REPORT**

6 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a  
7 portion thereof, no later than sixty (60) calendar days following the period for which they are prepared or  
8 termination of this Agreement. CONTRACTOR shall prepare the Cost Reports in accordance with all  
9 applicable federal, state and county requirements and generally accepted accounting principles.  
10 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,  
11 and funding sources in accordance with such requirements and consistent with prudent business practice,  
12 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,  
13 and available at any time to ADMINISTRATOR upon reasonable notice.

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

17 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each  
18 business day after the above specified due date that the accurate and complete Cost Report is not  
19 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late  
20 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
21 CONTRACTOR.

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

25 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
26 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
27 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

33 B. The Cost Report prepared for each period shall be the final financial and statistical report  
34 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to  
35 CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and  
36 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report  
37 shall be the final financial record for subsequent audits, if any.



1 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
2 less applicable revenues and late penalty, not to exceed the applicable Maximum Obligation for each  
3 period as set forth on Page 4 of this Agreement. CONTRACTOR shall not claim expenditures to  
4 COUNTY which are not reimbursable pursuant to applicable federal, state and county laws, regulations  
5 and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently  
6 determined to have been for an unreimbursable expenditure or service, shall be repaid by  
7 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar  
8 days of submission of the Cost Reports or COUNTY may elect to reduce any amount owed  
9 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

10 D. If the Cost Report for the period indicates the actual and reimbursable costs of services provided  
11 pursuant to this Agreement, less applicable revenues and late penalty, are lower than the aggregate of  
12 interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY.  
13 Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of  
14 the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
15 after submission of the Cost Reports, COUNTY may, in addition to any other remedies, reduce any  
16 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

17 E. If the Cost Report for the period indicates the actual and reimbursable costs of services provided  
18 pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of  
19 interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference,  
20 provided such payment does not exceed the Maximum Obligation of COUNTY for the period.

21 F. The Cost Report for each period shall contain the following attestation, which may be typed  
22 directly on or attached to the Cost Report:

23  
24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
25 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
26 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
27 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
28 allowable and directly or indirectly related to the services provided and that this Cost  
29 Report is a true, correct, and complete statement from the books and records of  
30 (provider name) in accordance with applicable instructions, except as noted. I also  
31 hereby certify that I have the authority to execute the accompanying Cost Report.

32  
33 Signed \_\_\_\_\_  
34 Name \_\_\_\_\_  
35 Title \_\_\_\_\_  
36 Date \_\_\_\_\_"

37 //

1 **VI. DELEGATION AND ASSIGNMENT**

2 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
3 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
4 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
5 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to  
6 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may  
7 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
8 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in  
9 part, without the prior written consent of COUNTY.

10 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit  
11 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty  
12 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
13 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in  
14 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments otherwise  
15 due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

16 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,  
17 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
18 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
19 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an  
20 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this  
21 paragraph shall be void.

22 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

23  
24 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state  
25 statutes and regulations regarding the employment of aliens and others and to ensure that employees,  
26 subcontractors and consultants performing work under this Agreement meet the citizenship or alien  
27 status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all  
28 employees, subcontractors and consultants performing work hereunder, all verification and other  
29 documentation of employment eligibility status required by federal or state statutes and regulations  
30 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq.,  
31 as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such  
32 documentation for all covered employees, subcontractors and consultants for the period prescribed by  
33 the law.

34 //  
35 //  
36 //  
37 //

1 **VIII. EQUIPMENT**

2 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as  
3 moveable property of a relatively permanent nature with significant value. Equipment which costs  
4 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.  
5 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are  
6 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid  
7 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

8 B. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY  
9 the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR. To  
10 “expense,” in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in  
11 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment  
12 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

13 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
14 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY’s  
15 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for  
16 review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and  
17 balance of undepreciated Equipment cost, if any.

18 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in  
19 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may  
20 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned  
21 Equipment to COUNTY.

22 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the  
23 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,  
24 CONTRACTOR must complete and submit to ADMINISTRATOR a “Notification of Location Change”  
25 form or “Surplus Requisition” form when items of Loaned Equipment are moved from one location to  
26 another or returned to COUNTY as surplus.

27 F. Unless this Agreement is followed without interruption by another agreement between the  
28 parties for substantially the same type and scope of services, at the termination of this Agreement for any  
29 cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid  
30 through this Agreement.

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

32 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and  
33 reports in accordance with Exhibits A, B and C to this Agreement. COUNTY shall compensate, and  
34 authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the  
35 term of this Agreement with at least the minimum number and type of staff which meet applicable  
36 federal and state requirements, and which are necessary for the provision of the services hereunder.  
37

1 **X. INDEMNIFICATION AND INSURANCE**

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

12 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall  
13 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance  
14 covering its operations as specified on Page 4 of this Agreement.

15 C. All insurance policies except Workers' Compensation and Employer's Liability shall contain the  
16 following clauses:

17 1. "The County of Orange is included as an additional insured with respect to the operations of  
18 the named insured performed under contract with the County of Orange."

19 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of,  
20 and not contribute with, insurance provided by this policy."

21 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)  
22 calendar days written notice has been given to Orange County HCA/Contract Development and  
23 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

24 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be  
25 mailed to COUNTY as referenced on Page 4 of this Agreement.

26 E. All insurance policies required by this contract shall waive all rights of subrogation against the  
27 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,  
28 agents and employees when acting within the scope of their appointment or employment.

29  
30 **XI. INSPECTIONS AND AUDITS**

31 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
32 of the State of California, the Secretary of the United States Department of Health and Human Services,  
33 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
34 access to any books, documents, and records, including but not limited to, medical and client records, of  
35 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a  
36 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
37 during the periods of retention set forth in the Records Management and Maintenance paragraph of this

1 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services  
2 provided pursuant to this Agreement, and the premises in which they are provided.

3 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
4 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
5 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
6 evaluation or monitoring.

7 C. AUDIT RESPONSE

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

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

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

24  
25 **XII. LICENSES AND LAWS**

26 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term  
27 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and  
28 exemptions necessary for the provision of the services hereunder and required by the laws and  
29 regulations of the United States, State of California, COUNTY, and any other applicable governmental  
30 agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability  
31 to obtain or maintain, irrespective of the pendency of any appeal, such permits, licenses, approvals,  
32 certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

33 B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services  
34 provided hereunder, as any may now exist or be hereafter changed.

35 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

36 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
37 of the award of this Agreement:

1 a. In the case of an individual contractor, his/her name, date of birth, social security  
2 number, and residence address;

3 b. In the case of a contractor doing business in a form other than as an individual, the  
4 name, date of birth, social security number, and residence address of each individual who owns an  
5 interest of ten percent (10%) or more in the contracting entity;

6 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
7 state reporting requirements regarding its employees;

8 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
9 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

10 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
11 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
12 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
13 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and  
14 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
15 grounds for termination of this Agreement.

16 3. It is expressly understood that this data will be transmitted to governmental agencies  
17 charged with the establishment and enforcement of child support orders, or as permitted by federal  
18 and/or state statute.

19  
20 **XIII. LITERATURE AND ADVERTISEMENTS**

21 A. Any written information or literature, including educational or promotional materials,  
22 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
23 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before  
24 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not  
25 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the  
26 Internet.

27 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
28 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
29 Agreement must be approved in advance and in writing by ADMINISTRATOR.

30  
31 **XIV. MAXIMUM OBLIGATION**

32 The Total Maximum Obligation of COUNTY for services provided in accordance with this  
33 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified on  
34 Page 4 of this Agreement.

35 //

36 //

37 //

1 **XV. NONDISCRIMINATION**

2 **A. EMPLOYMENT**

3 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated  
4 during employment, without regard to their ethnic group identification, race, religion, ancestry, color,  
5 creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or  
6 physical or mental disability. Such action shall include, but not be limited to the following:  
7 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or  
8 termination; rate of pay or other forms of compensation; and selection for training, including  
9 apprenticeship. CONTRACTOR shall not discriminate between employees with spouses and employees  
10 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
11 the provision of benefits. There shall be posted in conspicuous places, available to employees and  
12 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
13 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

14 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
15 shall state that all qualified applicants will receive consideration for employment without regard to  
16 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
17 (40 and over), sexual preference, medical condition, or physical or mental disability. Such requirement  
18 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

19 3. Each labor union or representative of workers with which CONTRACTOR has a collective  
20 bargaining agreement or other contract or understanding must post a notice advising the labor union or  
21 workers' representative of the commitments under this Nondiscrimination paragraph and shall post  
22 copies of the notice in conspicuous places available to employees and applicants for employment.

23 **B. SERVICES, BENEFITS, AND FACILITIES** - CONTRACTOR shall not discriminate in the  
24 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
25 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
26 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with  
27 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
28 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
29 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other  
30 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
31 regulations, as all may now exist or be hereafter amended or changed.

32 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the  
33 following based on one or more of the factors identified above:

34 a. Denying a client or potential client any service, benefit, or accommodation.

35 b. Providing any service or benefit to a client which is different or is provided in a  
36 different manner or at a different time from that provided to other clients.

37 //

1 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
2 by others receiving any service or benefit.

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

6 e. Assignment of times or places for the provision of services.

7 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients  
8 through a written statement that CONTRACTOR's clients may file all complaints alleging  
9 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the  
10 U.S. Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement  
11 shall advise clients of the following:

12 a. In those cases where the client's complaint is filed initially with the Office for Civil  
13 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request  
14 COUNTY to conduct the investigation.

15 b. Within the time limits procedurally imposed, the complainant shall be notified in  
16 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file  
17 an appeal with the Office for Civil Rights.

18 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of  
19 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1  
20 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the  
21 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as  
22 they exist now or may be hereafter amended together with succeeding legislation.

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

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

## 31 **XVI. NOTICES**

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

34 1. When written and deposited in the United States mail, first class postage prepaid and  
35 addressed as specified on Page 4 of this Agreement or as otherwise directed by ADMINISTRATOR;

36 2. When faxed, transmission confirmed;  
37



1 3. When sent by electronic mail; or  
2 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
3 Service, or other expedited delivery service.

4 B. Termination Notices shall be addressed as specified on Page 4 of this Agreement or as  
5 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or  
6 when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other  
7 expedited delivery service.

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

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

14  
15 **XVII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

19 B. CONTRACTOR shall notify ADMINISTRATOR at least ten (10) working days in advance of  
20 any applicable public event or meeting. The notification must include the date, time, duration, location  
21 and purpose of public event or meeting. Any promotional materials or event related flyers must be  
22 approved by ADMINISTRATOR prior to distribution.

23  
24 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 28 1. 45 CFR, HIPAA Privacy Rule (Designated Record Set).  
29 2. State of California, Health and Safety Code §§123100 – 123149.5.

30 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,  
31 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

32 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
33 preparation, and confidentiality of records related to participant, client and/or patient records are met at  
34 all times.

35 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the  
36 definition of medical records and identified this new record set as a Designated Record Set (DRS).  
37 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

6 E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that  
7 clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or  
8 request addendum to their records.

9 F. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
10 security of personally identifiable information (hereinafter "PII") and/or protected health information  
11 (hereinafter "PHI"). CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or  
12 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone  
13 and email or facsimile.

14 G. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or  
15 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
16 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

17 H. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the  
18 commencement of the contract, unless a longer period is required due to legal proceedings such as  
19 litigations and/or settlement of claims.

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

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

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

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

31 M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request  
32 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that  
33 is requested by the PRA request.

34 //

35 //

36 //

37 //

1 **XIX. SEVERABILITY**

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

7  
8 **XX. SPECIAL PROVISIONS**

9 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
10 purposes:

11 1. Purchasing or improving land, including constructing or permanently improving any  
12 building or facility, except for tenant improvements.

13 2. Providing inpatient hospital services or purchasing major medical equipment.

14 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
15 funds (matching).

16 4. Making cash payments to intended recipients of services through this Agreement.

17 5. Contracting or subcontracting with any entity other than a public or nonprofit private entity.

18 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
19 and reports in compliance with this requirement pursuant to Title 31, U.S.C.A, Section 1352  
20 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial  
21 transactions).

22 7. Paying an individual salary or compensation for services at a rate in excess of the salary  
23 schedule specified by the U.S. Office of Personnel Management.

24 8. Supplanting current funding for existing services.

25 9. Fundraising.

26 10. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
27 CONTRACTOR's staff or members of the Board of Directors.

28 11. Making personal loans to CONTRACTOR's staff, volunteers, interns consultants,  
29 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making  
30 salary advances or giving bonuses to CONTRACTOR's staff.

31 12. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
32 services.

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

35 14. Promoting the legalization of any drug or other substance included in Schedule 1 of  
36 Section 202 of the Controlled Substance Act (21 USC 812).

37 //

1 15. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic  
2 injection of any illegal drug.

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

4 B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use the  
5 funds provided by means of this Agreement for the following purposes:

6 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
7 CONTRACTOR's clients.

8 2. Funding travel or training (excluding mileage or parking) not approved by  
9 ADMINISTRATOR.

10 3. Making phone calls outside of the local area unless documented to be directly for the  
11 purpose of client care.

12 4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not  
13 approved in advance by ADMINISTRATOR.

14 5. Purchase of artwork or other items that are for decorative purposes and do not directly  
15 contribute to the quality of services to be provided pursuant to this Agreement.

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

20  
21 **XXI. STATUS OF CONTRACTOR**

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

33  
34 **XXII. TERM**

35 The term of this Agreement shall commence and terminate as specified on Page 4 of this  
36 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,  
37 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,

1 including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting  
2 and accounting.

### 3 4 **XXIII. TERMINATION**

5 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days  
6 written notice given the other party.

7 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon  
8 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this  
9 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30)  
10 calendar days for corrective action.

11 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
12 of any of the following events:

13 1. The loss by CONTRACTOR of legal capacity.

14 2. Cessation of services.

15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
16 another entity without the prior written consent of COUNTY.

17 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
18 required pursuant to this Agreement.

19 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this  
20 Agreement.

21 6. The continued incapacity of any physician or licensed person to perform duties required  
22 pursuant to this Agreement.

23 7. Unethical conduct or malpractice by any physician or licensed person providing services  
24 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
25 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
26 Agreement.

#### 27 **D. CONTINGENT FUNDING**

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

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

31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
32 approved by the Board of Supervisors.

33 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate  
34 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

35 E. In the event this Agreement is terminated prior to the completion of the term as specified on  
36 Page 4 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum  
37 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

1 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

6 3. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
7 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an  
8 orderly transfer.

9 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
10 their best interests.

11 5. If records are to be transferred to COUNTY, pack and label such records in accordance with  
12 directions provided by ADMINISTRATOR.

13 6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
14 supplies purchased with funds provided by COUNTY.

15 7. To the extent services are terminated, cancel outstanding commitments covering the  
16 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
17 commitments which relate to personal services. With respect to these canceled commitments,  
18 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
19 arising out of such cancellation of commitment which shall be subject to written approval of  
20 ADMINISTRATOR.

21 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
22 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

23  
24 **XXIV. THIRD PARTY BENEFICIARY**

25 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
26 including, but not limited to, any subcontractors or any clients provided services hereunder.

27  
28 **XXV. WAIVER OF DEFAULT OR BREACH**

29 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
30 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
31 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
32 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
33 Agreement.

34 //  
35 //  
36 //  
37 //

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

3  
4 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY

5  
6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

14  
15 COUNTY OF ORANGE

16  
17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

18 CHAIR OF THE BOARD OF SUPERVISORS

19  
20 SIGNED AND CERTIFIED THAT A COPY  
21 OF THIS DOCUMENT HAS BEEN DELIVERED  
22 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

23 ATTEST:

24  
25 \_\_\_\_\_ DATED: \_\_\_\_\_

26 DARLENE J. BLOOM  
27 Clerk of the Board of Supervisors  
28 Orange County, California

29 APPROVED AS TO FORM  
30 OFFICE OF THE COUNTY COUNSEL  
31 ORANGE COUNTY, CALIFORNIA

32 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

33 DEPUTY

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

EXHIBIT A  
 TO AGREEMENT WITH  
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY  
 TOBACCO CESSATION SERVICES  
 DECEMBER 1, 2009 THROUGH JUNE 30, 2011

**I. SERVICE AREA IDENTIFICATION**

CONTRACTOR agrees to provide Tobacco Cessation Services in the South Region (Region) of Orange County, California. The Region is defined in the TUPP Cessation Provider Manual.

**II. BUDGET**

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

	PERIOD ONE	PERIOD TWO	
ADMINISTRATIVE COST			
Salaries	\$ 4,995	<u>6,960</u>	<del>\$ 6,960</del>
Benefits	750	<u>1,044</u>	<del>1,044</del>
Services and Supplies	3,615	<u>4,556</u>	<del>4,556</del>
Professional Services	<u>0</u>	<u>0</u>	<del>0</del>
SUBTOTAL ADMINISTRATIVE COST	\$ 9,360	<u>12,560</u>	<del>\$ 12,560</del>
PROGRAM COST			
Salaries	\$ 45,619	<u>85,156</u>	<del>\$ 76,956</del>
Benefits	8,165	<u>13,500</u>	<del>11,700</del>
Services and Supplies	53,856	<u>65,784</u>	<del>55,784</del>
Professional Services	<u>0</u>	<u>0</u>	<del>0</del>
SUBTOTAL PROGRAM COST	\$107,640	<u>164,440</u>	<del>\$144,440</del>
TOTAL COST	\$117,000	<u>177,000</u>	<del>\$157,000</del>

B. CONTRACTOR shall provide a written narrative justifying each budget line item and for any budget revisions hereafter. The narrative budget justification shall include all pertinent information as required by ADMINISTRATOR.

//

//



1 **III. DEFINITIONS**

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

4 A. Action Plan means a plan that clearly describes how performances outcomes will be achieved.  
5 It includes, at a minimum performance outcomes, strategies, activities, and evaluation. The Action Plan  
6 documents strategies and action steps that will be used to create change in any identified issues area.

7 B. TUPP means Tobacco Use Prevention Program.

8 C. TUPP Provider Manual means the manual designed by TUPP to describe the specific services to  
9 be performed by CONTRACTOR. The TUPP Provider Manual provides guidance, goals, objectives,  
10 terminology, and evaluation components.

11 **IV. PAYMENTS**

12  
13 A. BASIS FOR REIMBURSEMENT - COUNTY shall pay CONTRACTOR for the actual costs of  
14 providing the services described hereunder, less revenues which are actually received by  
15 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to county,  
16 state, and federal regulations.

17 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual  
18 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that  
19 the total of such payments shall not exceed the COUNTY's Period One Maximum Obligation or Period  
20 Two Maximum Obligation as set forth on Page 4 of this Agreement. CONTRACTOR's billings shall be  
21 on a form approved or provided by ADMINISTRATOR and shall provide such information as is  
22 required by ADMINSTRATOR. Billings are due by the twentieth (20th) calendar day of each month,  
23 and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21)  
24 calendar days after receipt of the correctly completed billing form.

25 C. Monthly payments are interim payments only, and subject to Final Settlement in accordance  
26 with the Cost Report paragraph of this Agreement.

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

30 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and  
31 Revenue Report on a form approved or provided by ADMINISTRATOR.

32 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the total  
33 amount of payments exceed the actual costs of providing services, ADMINISTRATOR may reduce  
34 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-  
35 date payments to CONTRACTOR and the year-to-date actual costs incurred by CONTRACTOR.

36 //

37 //

1 E. For Period One, no single monthly payment to CONTRACTOR shall exceed ten percent (10%)  
2 of COUNTY's Period One Total Maximum Obligation as set forth on Page 4 of this Agreement, unless  
3 approved in writing by ADMINISTRATOR. For Period Two, no single monthly payment to  
4 CONTRACTOR shall exceed ten percent (10%) of COUNTY's Period Two Total Maximum Obligation  
5 as set forth on Page 4 of this Agreement, unless approved in writing by ADMINISTRATOR.

6 F. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
7 with any provision of this Agreement.

8 G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
9 and/or termination of this Agreement.

10  
11 **V. REPORTS**

12 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial  
13 and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's  
14 activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the  
15 information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

16 B. FISCAL - CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
17 ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form acceptable to,  
18 or provided by, ADMINISTRATOR and shall report actual costs and revenues for each of the  
19 CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of this Agreement.  
20 The reports shall be received by ADMINISTRATOR no later than thirty (30) days following the end of  
21 the month being reported.

22 C. STAFFING - CONTRACTOR shall submit monthly staffing reports to ADMINISTRATOR in  
23 support of the monthly invoice. CONTRACTOR shall document on the monthly report which staff have  
24 taken Compliance Training in accordance with the Compliance paragraph of this Agreement.

25 D. PROJECTIONS - CONTRACTOR shall submit quarterly, year-end projection reports to  
26 ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR  
27 and shall include, but not be limited to, anticipated year-end actual costs and revenue for  
28 CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of Exhibit A to this  
29 Agreement. Said projection reports for Period One shall be submitted by January 15, 2010, and  
30 April 15, 2010 unless otherwise agreed to in writing by ADMINISTRATOR. Said projection reports for  
31 Period Two shall be submitted by October 15, 2010, January 15, 2011, and  
32 April 15, 2011 unless otherwise agreed to in writing by ADMINISTRATOR.

33 E. PROGRAMMATIC - CONTRACTOR shall submit a cumulative programmatic report on a  
34 quarterly basis, on a form provided by ADMINISTRATOR. The final programmatic report shall include  
35 a process evaluation which shall contain, but not be limited to, an analysis of the effectiveness of  
36 strategies used in conducting outreach and tobacco use prevention activities, the overall effectiveness of  
37 //

1 the program, and changes/recommendations for future projects. The due dates for the programmatic  
2 reports are defined within the TUPP Provider Manual.

3 F. CONTRACTOR shall develop and submit for approval by ADMINISTRATOR, tools to  
4 evaluate the various aspects of the services provided pursuant to this Agreement.

5 G. MONTHLY NARRATIVE REPORT – CONTRACTOR shall submit a monthly report  
6 documenting progress toward project performance outcomes set forth in the TUPP Provider Manual,  
7 project successes, and plans for the following month. ADMINISTRATOR shall receive monthly  
8 narrative reports no later than the fifth (5th) calendar day of the month following the month being  
9 reported. CONTRACTOR shall use the narrative format provided by ADMINISTRATOR. The first  
10 narrative report shall be due January 5, 2010.

11 H. MONTHLY ACTIVITY PLAN (MAP) – CONTRACTOR shall submit on a format provided by  
12 ADMINISTRATOR, a monthly report documenting progress toward tobacco cessation project  
13 performance outcomes. ADMINISTRATOR shall receive the MAP no later than the eighth (8th)  
14 calendar day of the month following the report month.

15 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify due dates  
16 specified in subparagraphs A. through H. above.

## 17 18 **VI. SERVICES**

19 A. CONTRACTOR shall provide Tobacco Cessation Services in accordance with Exhibits A, B  
20 and C to this Agreement and as described in the TUPP Provider Manual provided by  
21 ADMINISTRATOR. ADMINISTRATOR reserves the right to revise and update the TUPP Provider  
22 Manual as needed. ADMINISTRATOR shall notify CONTRACTOR of changes to the TUPP Provider  
23 Manual within three (3) business days of said changes.

24 B. CONTRACTOR shall ensure that services are provided in support of COUNTY's prevention  
25 plan and goals, as defined in the TUPP Provider Manual.

### 26 **C. PATENTS AND COPYRIGHT MATERIALS**

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

30 2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United  
31 States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or delivered  
32 as part of this Agreement, whether or not published, which can be considered "works made for hire" per  
33 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that  
34 the copyright to any and all such works made for hire under this Agreement, whether published or  
35 unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A.,  
36 Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to  
37 use, reproduce, and disseminate all such material.

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

7           4. CONTRACTOR also agrees that if CONTRACTOR enters into any agreements with other  
8 parties to perform the work required under this Agreement that CONTRACTOR shall require that each  
9 agreement include clauses granting:

10           a. The COUNTY a copyright interest in any works created, produced, developed, or  
11 delivered as "works made for hire," and

12           b. A royalty-free, non-exclusive, and irrevocable license throughout the world to  
13 reproduce, to prepare derivative works, to distribute copies, to perform, to display or to otherwise use,  
14 duplicate, or dispose of "works made for hire" or, any work, data or material "not made for hire" under  
15 this Agreement.

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

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

28           F. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance  
29 in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of  
30 any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and may  
31 request a plan of corrective action. Corrective action plans may address, but are not limited to,  
32 performance outcomes, prevention strategies, and/or action plans. CONTRACTOR shall submit a  
33 written plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR.  
34 CONTRACTOR may request in advance and in writing, an extension to the due date for a corrective  
35 action plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

36           G. CONTRACTOR shall meet with ADMINISTRATOR to discuss program issues at least once a  
37 month, at the monthly meetings scheduled by ADMINISTRATOR.

1 H. CONTRACTOR shall ensure that ADMINISTRATOR’s staff and contract administrator are  
2 invited to attend all regional meetings scheduled by CONTRACTOR.

3 I. CONTRACTOR’s Executive Director, project coordinator, or designee who has authority to  
4 make decisions shall make his or her best efforts to participate, when requested, in meetings facilitated  
5 by ADMINISTRATOR related to the provision of services pursuant to this Agreement.

6 J. MONTHLY STRATEGIC MEETING – CONTRACTOR shall schedule regular monthly  
7 strategic meetings with the ADMINISTRATOR’s designated TUPP staff person. Strategic meetings  
8 shall be held, at a minimum, once a month.

9 K. CONTRACTOR shall obtain prior approval from ADMINISTRATOR for any training within  
10 the County of Orange for which a fee is charged, and for all trainings outside the County of Orange,  
11 whether or not a fee is charged.

12 L. CONTRACTOR shall obtain written pre-approval from ADMINISTRATOR prior to the  
13 development of promotional and incentive items, educational materials, contents of packets,  
14 presentations and any printed media, advertisements, and any reports written for audiences other than  
15 TUPP, including data obtained for the purpose of producing reports that are utilized as interventions for  
16 tobacco cessation.

17 M. All covered individuals working directly with the youth must submit fingerprints and pass a  
18 background check. Once CONTRACTOR receives the results, and the staff has successfully passed the  
19 background check, the results shall be submitted to ADMINISTRATOR. CONTRACTOR shall keep a  
20 copy for its records.

21  
22 **VII. STAFFING**

23 A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and  
24 maintaining staff members who have the requisite qualifications and experience to provide tobacco  
25 cessation services under this Agreement.

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

32 //  
33 //  
34 //  
35 //  
36 //  
37 //

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

<u>POSITION</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	
	<u>FTE's</u>	<u>FTE's</u>	
<b>PROGRAM STAFF</b>			
<u>Director</u>	<u>0.00</u>	<u>0.05</u>	
Program Coordinator	0.20	<u>0.00</u>	<del>0.20</del>
Counselor	<u>2.00</u>	<u>2.35</u>	<del>2.00</del>
<b>PROGRAM SUBTOTAL FTEs</b>	<b>2.20</b>	<u><b>2.40</b></u>	<del><b>2.20</b></del>
<b>TOTAL FTEs</b>	<b>2.20</b>	<u><b>2.40</b></u>	<del><b>2.20</b></del>

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in subparagraph VII.C., above.

E. CONTRACTOR shall ensure that its administrative staffing is sufficient to support the performance of services pursuant to this Agreement.

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

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

H. CONTRACTOR shall provide pre-employment screening of any staff person providing any service pursuant to this Agreement. All staff, prior to hiring, shall meet the following requirements:

1. No person shall have been convicted of any criminal offense other than a traffic violation in the preceding two (2) years.
2. No person shall have been, in the preceding two (2) years, found guilty of any crime related to the use of drugs or alcohol.
3. No person shall have been found guilty of any crime involving moral turpitude by a court of law.
4. No person shall be on parole or probation.

I. **WORKLOAD STANDARD** – Based on two (2.2) FTEs, CONTRACTOR shall provide three thousand three hundred twenty-three (3,323) Units of Service during Period One of the term of this

1 Agreement, with agencies, groups, or individuals for the purpose of providing tobacco cessation services  
2 as described in this Agreement and in the TUPP Provider Manual. ~~Based on two (2.2) FTEs,~~  
3 ~~CONTRACTOR shall provide five thousand six hundred ninety seven (5,697) Units of Service during~~  
4 ~~Period Two of the term of this Agreement, with agencies, groups, or individuals for the purpose of~~  
5 ~~providing tobacco cessation services as described in this Agreement and in the TUPP Provider Manual.~~

6 A Unit of Service is defined as one (1) staff hour of service provided directly to youths and adults, plus  
7 an additional hour for each adult or youth receiving two (2) follow-up calls at thirty (30) and ninety (90)  
8 days and administrative paperwork.

9 J. EVALUATION – CONTRACTOR shall collaborate with ADMINISTRATOR and TUPP  
10 program evaluator for the development of evaluation design, evaluation tools, and to create databases.

11 //  
12 //  
13 //  
14 //  
15 //  
16 //  
17 //  
18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

1 EXHIBIT B  
2 TO AGREEMENT WITH  
3 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY  
4 TOBACCO CESSATION SERVICES  
5 DECEMBER 1, 2009 THROUGH JUNE 30, 2011  
6

7 **REGIONAL CESSATION SERVICES FOR PERIOD ONE**  
8

9 A. CONTRACTOR shall provide the following Regional Cessation Services during Period One,  
10 within the Region identified in Exhibit A and defined in the TUPP Cessation Provider Manual:

11 1. Adult Services:

12 a. Adult Telephone and Individual Counseling - CONTRACTOR shall provide one (1)  
13 hour of individual counseling or structured telephone counseling to at least one hundred sixteen (116)  
14 adult tobacco users. CONTRACTOR shall complete thirty (30) day and ninety (90) day follow-up  
15 surveys.

16 b. Adult One-Time Seminar - CONTRACTOR shall provide ninety (90) minutes of  
17 cessation counseling seminars to at least sixty (60) adult tobacco users. CONTRACTOR shall complete  
18 thirty (30) day and ninety (90) day follow-up surveys.

19 c. Adult Sessions – CONTRACTOR shall provide a series of five (5), forty-five (45)  
20 minute cessation sessions to at least seventy-nine (79) adult tobacco users. An individual must attend at  
21 least three (3) cessation classes to be counted as a participant. CONTRACTOR shall complete thirty  
22 (30) day and ninety (90) day follow-up surveys.

23 d. Young Adult Telephone Counseling - CONTRACTOR shall provide a series of one (1)  
24 hour counseling sessions to at least fifty-six (56) young adult tobacco users, age eighteen (18) to  
25 twenty-four (24) years old, after they have been given “quit kits” to assist them in quitting smoking.  
26 CONTRACTOR shall complete thirty (30) day and ninety (90) day follow-up surveys.

27 2. Youth Services:

28 a. Youth Sessions – CONTRACTOR shall provide a series of at least five (5) forty-five  
29 (45) minute cessation sessions to at least sixty (60) youth tobacco users. An individual must attend at  
30 least three (3) cessation classes to be counted as a participant. CONTRACTOR shall complete thirty  
31 (30) day and ninety (90) day follow-up surveys.

32 b. Youth Seminar - CONTRACTOR shall provide sixty (60) minutes of cessation  
33 counseling seminars to at least twenty-three (23) youth tobacco users. CONTRACTOR shall complete  
34 thirty (30) day and ninety (90) day follow-up surveys.

35 3. Mass Media Cessation Promotion - CONTRACTOR shall conduct a mass media cessation  
36 promotion in the Region and surrounding areas such as schools, colleges, businesses, and medical  
37 facilities, to promote the 1-866-NEW-LUNG line and cessation services. CONTRACTOR shall place



1 media ads in at least eight (8) large media outlets (e.g. newspaper, TV, radio, billboards, movie slides,  
2 bus shelters, in car wash businesses, newsletters, or malls).

3 B. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to adjust the number  
4 of deliverables specified above in subparagraph A. above.

5 C. CONTRACTOR shall collaborate with tobacco cessation providers funded by COUNTY to  
6 promote the activities and services described within this Agreement.

7 D. CONTRACTOR shall ensure that services are provided in support of COUNTY's goals and  
8 objectives, as defined in the TUPP Provider Manual for the entire term of this Agreement.

9 //  
10 //  
11 //  
12 //  
13 //  
14 //  
15 //  
16 //  
17 //  
18 //  
19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

1 EXHIBIT C  
2 TO AGREEMENT WITH  
3 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE – ORANGE COUNTY  
4 TOBACCO CESSATION SERVICES  
5 DECEMBER 1, 2009 THROUGH JUNE 30, 2011  
6

7 **REGIONAL CESSATION SERVICES FOR PERIOD TWO**  
8

9 A. CONTRACTOR shall provide the following Regional Cessation Services during Period Two,  
10 within the Region identified in Exhibit A and defined in the TUPP Cessation Provider Manual:

11 1. Adult Services:

12 a. Adult Telephone and Individual Counseling - CONTRACTOR shall provide one (1)  
13 hour of individual counseling or structured telephone counseling to at least one hundred seventy (170)  
14 adult tobacco users. CONTRACTOR shall complete thirty (30) day and ninety (90) day follow-up  
15 surveys.

16 b. Adult One-Time Seminar - CONTRACTOR shall provide ninety (90) minutes of  
17 cessation counseling seminars to at least one hundred (100) adult tobacco users. CONTRACTOR shall  
18 complete thirty (30) day and ninety (90) day follow-up surveys.

19 c. Adult Sessions – CONTRACTOR shall provide a series of five (5), forty-five (45)  
20 minute cessation sessions to at least one hundred forty (140) ~~one hundred ten (110)~~ adult tobacco users.  
21 An individual must attend at least three (3) cessation classes to be counted as a participant.  
22 CONTRACTOR shall complete thirty (30) day and ninety (90) day follow-up surveys.

23 d. Young Adult Telephone Counseling - CONTRACTOR shall provide a series of one (1)  
24 hour counseling sessions to at least eighty (80) young adult tobacco users, age eighteen (18) to  
25 twenty-four (24) years old, after they have been given “quit kits” to assist them in quitting smoking.  
26 CONTRACTOR shall complete thirty (30) day and ninety (90) day follow-up surveys.

27 2. Youth Services:

28 a. Youth Sessions – CONTRACTOR shall provide a series of at least five (5) forty-five  
29 (45) minute cessation sessions to at least ninety (90) youth tobacco users. An individual must attend at  
30 least three (3) cessation classes to be counted as a participant. CONTRACTOR shall complete thirty  
31 (30) day and ninety (90) day follow-up surveys.

32 b. Youth Seminar - CONTRACTOR shall provide sixty (60) minutes of cessation  
33 counseling seminars to at least forty-five (45) youth tobacco users. CONTRACTOR shall complete  
34 thirty (30) day and ninety (90) day follow-up surveys.

35 3. Health Care Professional Outreach - CONTRACTOR shall recruit one hundred (100) health  
36 care professionals and/or allied health care professionals (e.g., doctors, dentists, therapists, pharmacists,  
37 chiropractors, and acupuncturists) to provide their patients with cessation materials and/or referrals to

1 1-866-NEW-LUNG line. At least twenty five percent (25%) of the health care professionals shall be  
2 dental, orthodontic, periodontal, or endodontic practitioners.

3 4. Cessation Promotion to Mothers and Expectant Mothers Who Use Tobacco -  
4 CONTRACTOR shall promote the 1-866-NEW-LUNG line and free cessation services to businesses,  
5 community organizations, and medical facilities that provide services to mothers and/or expectant  
6 mothers who use tobacco. Venues may be obstetrical-gynecology clinics; pediatric clinics; Women,  
7 Infants, and Children (WIC) clinics; Head Start programs; women’s shelters; child care facilities; and  
8 teen parenting programs.

9 5. Mass Media Cessation Promotion - CONTRACTOR shall conduct a mass media cessation  
10 promotion in the Region and surrounding areas such as schools, colleges, businesses, and medical  
11 facilities, to promote the 1-866-NEW-LUNG line and cessation services. CONTRACTOR shall place  
12 media ads in at least six (6) large media outlets (e.g. newspaper, TV, radio, billboards, movie slides, bus  
13 shelters, in car wash businesses, newsletters, or malls).

14 B. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to adjust the number  
15 of deliverables specified above in subparagraph A. above.

16 C. CONTRACTOR shall collaborate with tobacco cessation providers funded by COUNTY to  
17 promote the activities and services described within this Agreement.

18 D. CONTRACTOR shall ensure that services are provided in support of COUNTY’s goals and  
19 objectives, as defined in the TUPP Provider Manual for the entire term of this Agreement.

20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //