

1 AGREEMENT FOR PROVISION OF
2 TOBACCO USE PREVENTION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 AMERICA ON TRACK
7 JULY 1, 2017 THROUGH JUNE 30, 2020
8

9 THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and AMERICA ON
11 TRACK, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may
12 sometimes be referred to herein individually as "Party" or collectively as "Parties". This Agreement
13 shall be administered by the 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 Use Prevention Services described herein to the residents of Orange County; and

19 WHEREAS, COUNTY has a commitment to residents of Orange County to reduce smoking
20 prevalence and address emerging tobacco issues in a proactive manner amongst Orange County adults
21 and youth; and

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

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

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| 1 | <u>CONTENTS</u> | |
|----|--|-------------|
| 2 | <u>PARAGRAPH</u> | <u>PAGE</u> |
| 3 | Title Page..... | 1 |
| 4 | Contents..... | 2 |
| 5 | Referenced Contract Provisions | 3 |
| 6 | I. Acronyms | 5 |
| 7 | II. Alteration of Terms | 10 |
| 8 | III. Assignment of Debts..... | 10 |
| 9 | IV. Compliance | 10 |
| 10 | V. Confidentiality..... | 14 |
| 11 | VI. Cost Report..... | 14 |
| 12 | VII. Delegation, Assignment and Subcontracts..... | 16 |
| 13 | VIII. Employee Eligibility Verification | 18 |
| 14 | IX. Equipment | 18 |
| 15 | X. Facilities, Payments and Services..... | 19 |
| 16 | XI. Indemnification and Insurance | 19 |
| 17 | XII. Inspections and Audits..... | 23 |
| 18 | XIII. Licenses and Laws | 24 |
| 19 | XIV. Literature, Advertisements, and Social Media..... | 25 |
| 20 | XV. Maximum Obligation..... | 26 |
| 21 | XVI. Minimum Wage Laws | 26 |
| 22 | XVII. Nondiscrimination..... | 29 |
| 23 | XVIII. Notices..... | 29 |
| 24 | XIX. Notification of Public Events and Meetings | 29 |
| 25 | XX. Records Management and Maintenance | 29 |
| 26 | XXI. Research and Publications | 30 |
| 27 | XXII. Severability..... | 30 |
| 28 | XXIII. Special Provisions | 30 |
| 29 | XXIV. Status of Contractor | 32 |
| 30 | XXV. Term | 32 |
| 31 | XXVI. Termination | 32 |
| 32 | XXVII. Third Party Beneficiary | 34 |
| 33 | XXVIII. Waiver of Default or Breach..... | 34 |
| 34 | Signature Page..... | 35 |
| 35 | // | |
| 36 | // | |
| 37 | // | |

| | <u>EXHIBIT A</u> | <u>PAGE</u> |
|----|--------------------------------------|-------------|
| 1 | | |
| 2 | I. Service Area Identification | 1 |
| 3 | II. Budget | 1 |
| 4 | III. Definitions | 2 |
| 5 | IV. Payments | 2 |
| 6 | V. Reports..... | 4 |
| 7 | VI. Services | 5 |
| 8 | VII. Staffing | 8 |
| 9 | // | |
| 10 | // | |
| 11 | // | |
| 12 | // | |
| 13 | // | |
| 14 | // | |
| 15 | // | |
| 16 | // | |
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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2017 through June 30, 2020

Period One means the period from July 1, 2017 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

Period Three means the period from July 1, 2019 through June 30, 2020

Maximum Obligation: \$900,000

Period One Maximum Obligation: \$ 300,000

Period Two Maximum Obligation: 300,000

Period Three Maximum Obligation: 300,000

TOTAL MAXIMUM OBLIGATION: \$ 900,000

Basis for Reimbursement: Actual Cost

Payment Method: Payment in Arrears

CONTRACTOR DUNS Number: 12-511-8484

CONTRACTOR TAX ID Number: 33-0724044

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: America On Track
600 W. Santa Ana Blvd., Suite 710
Santa Ana, CA 92701
Attn: Claire Braeburn, Executive Director
OnTrack@AmericaOnTrack.org

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I. ACRONYMS

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

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| 1 | | |
| 2 | | |
| 3 | | |
| 4 | A. AA | Alcoholics Anonymous |
| 5 | B. AB 109 | Assembly Bill 109, 2011 Public Safety Realignment |
| 6 | C. ABC | Allied Behavioral Care |
| 7 | D. ACH | Acute Care Hospital |
| 8 | E. ADAS | Alcohol and Drug Abuse Services |
| 9 | F. ADEPT | Alcohol and Drug Education and Prevention Team |
| 10 | G. ADL | Activities of Daily Living |
| 11 | H. ADP | Alcohol and Drug Program |
| 12 | I. AES | Advanced Encryption Standard |
| 13 | J. AFLP | Adolescent Family Life Program |
| 14 | K. AIDS | Acquired Immune Deficiency Syndrome |
| 15 | L. AIM | Access for Infants and Mothers |
| 16 | M. AMHS | Adult Mental Health Services |
| 17 | N. AOD | Alcohol and Other Drugs |
| 18 | O. ARRA | American Recovery and Reinvestment Act of 2009 |
| 19 | P. ASAM PPC | American Society of Addiction Medicine Patient Placement Criteria |
| 20 | Q. ASI | Addiction Severity Index |
| 21 | R. ASIST | Applied Suicide Intervention Skills Training |
| 22 | S. ASO | Administrative Services Organization |
| 23 | T. ASRS | Alcohol and Drug Programs Reporting System |
| 24 | U. BBS | Board of Behavioral Sciences |
| 25 | V. BCP | Business Continuity Plan |
| 26 | W. BH | Base Hospital |
| 27 | X. BHS | Behavioral Health Services |
| 28 | Y. CalOMS | California Outcomes Measurement System |
| 29 | Z. CalOMS Pv | California Outcome Measurement Service for Prevention |
| 30 | AA. CalWORKs | California Work Opportunity and Responsibility for Kids |
| 31 | AB. CAP | Corrective Action Plan |
| 32 | AC. CAT | Centralized Assessment Team |
| 33 | AD. CCC | California Civil Code |
| 34 | AE. CCLD | (California) Community Care Licensing Division |
| 35 | AF. CCR | California Code of Regulations |
| 36 | AG. CDCR | California Department of Corrections and Rehabilitation |
| 37 | AH. CDSS | California Department of Social Services |

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

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

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

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

1 FY. WIC Women, Infants and Children

2
3 **II. ALTERATION OF TERMS**

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

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

11
12 **III. ASSIGNMENT OF DEBTS**

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

20
21 **IV. COMPLIANCE**

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

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

28 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
29 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
30 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
31 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
32 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV
33 (COMPLIANCE). These elements include:

- 34 a. Designation of a Compliance Officer and/or compliance staff.
- 35 b. Written standards, policies and/or procedures.
- 36 c. Compliance related training and/or education program and proof of completion.
- 37 d. Communication methods for reporting concerns to the Compliance Officer.

- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own Compliance program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

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

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

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.

1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of

1 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
2 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
3 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
4 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
5 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
6 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
7 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
8 procedures if CONTRACTOR has elected to use its own).

9 2. An Ineligible Person shall be any individual or entity who:

10 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
11 federal and state health care programs; or

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

15 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
16 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
17 Agreement.

18 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
19 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
20 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
21 State of California health programs and have not been excluded or debarred from participation in any
22 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
23 any Ineligible Person in their employ or under contract.

24 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
25 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
26 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
27 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
28 Ineligible Person.

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

35 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
36 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
37 screened. Such individual or entity shall be immediately removed from participating in any activity

1 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
2 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
3 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
4 overpayment is verified by ADMINISTRATOR.

5 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
6 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

22 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
23 Individuals relative to this Agreement.

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

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

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

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

33 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

34 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
35 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
36 and are consistent with federal, state and county laws and regulations.

37 //

1 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
2 for payment or reimbursement of any kind.

3 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
4 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
5 accurately describes the services provided and must ensure compliance with all billing and
6 documentation requirements.

7 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
8 coding of claims and billing, if and when, any such problems or errors are identified.

9 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
10 days after the overpayment is verified by the ADMINISTRATOR.

11 F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
12 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
13 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
14 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
15 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR's right to terminate this
16 Agreement on the basis of such default.

17
18 **V. CONFIDENTIALITY**

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

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

29
30 **VI. COST REPORT**

31 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, and Period
32 Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period
33 for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost
34 Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the
35 Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect
36 costs to and between programs, cost centers, services, and funding sources in accordance with such
37 requirements and consistent with prudent business practice, which costs and allocations shall be

1 supported by source documentation maintained by CONTRACTOR, and available at any time to
2 ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

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

25 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
26 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set
27 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
28 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
29 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
30 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
31 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
32 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
33 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

34 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
35 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
36 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
37 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the

1 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
2 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
3 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

10
11 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
12 supporting documentation prepared by _____ for the cost report period
13 beginning _____ and ending _____ and that, to the best of my
14 knowledge and belief, costs reimbursed through this Agreement are reasonable and
15 allowable and directly or indirectly related to the services provided and that this Cost
16 Report is a true, correct, and complete statement from the books and records of
17 (provider name) in accordance with applicable instructions, except as noted. I also
18 hereby certify that I have the authority to execute the accompanying Cost Report.
19

20 Signed _____
21 Name _____
22 Title _____
23 Date _____ “

24
25 **VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

26 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
27 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
28 CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to
29 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
30 Any attempted assignment or delegation in derogation of this paragraph shall be void.

31 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
32 prior written consent of COUNTY.

33 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
34 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
35 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
36 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
37 //

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

22 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
23 means of subcontracts, provided such subcontracts are approved in advance, in writing by
24 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
25 under subcontract, and include any provisions that ADMINISTRATOR may require.

26 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
27 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract
28 subsequently fails to meet the requirements of this Agreement or any provisions that
29 ADMINISTRATOR has required.

30 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
31 pursuant to this Agreement.

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

34 4. This provision shall not be applicable to service agreements usually and customarily
35 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
36 services provided by consultants.

37 //

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. EQUIPMENT

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

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

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

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,

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1 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
2 cost, if any.

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

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

10 G. Unless this Agreement is followed without interruption by another agreement between the
11 parties for substantially the same type and scope of services, at the termination of this Agreement for
12 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through
13 this Agreement.

14 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
15 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

16
17 **X. FACILITIES, PAYMENTS AND SERVICES**

18 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
19 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
20 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
21 minimum number and type of staff which meet applicable federal and state requirements, and which are
22 necessary for the provision of the services hereunder.

23 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
24 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
25 for the appropriate Period(s) as well as the Total Maximum Obligation. The reduction to the Maximum
26 Obligation for the appropriate Period(s) as well as the Total Maximum Obligation shall be in an amount
27 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
28 services, staffing, facilities or supplies.

29
30 **XI. INDEMNIFICATION AND INSURANCE**

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

1 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
2 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
3 request a jury apportionment.

4 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
5 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
6 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
7 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
8 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
9 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
10 subject to the same terms and conditions as set forth herein for CONTRACTOR.

11 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
12 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
13 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
14 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
15 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
16 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
17 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
18 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
19 by COUNTY representative(s) at any reasonable time.

20 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
21 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
22 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
23 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
24 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
25 other indemnity provision(s) in this Agreement, agrees to all of the following:

26 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
27 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
28 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
29 cost and expense with counsel approved by Board of Supervisors against same; and

30 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
31 duty to indemnify or hold harmless; and

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

35 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
36 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall

37 //

1 constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate
 2 this Agreement.

3 F. QUALIFIED INSURER

4 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 5 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
 6 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
 7 but not mandatory, that the insurer be licensed to do business in the state of California (California
 8 Admitted Carrier).

9 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
 10 Risk Management retains the right to approve or reject a carrier after a review of the company's
 11 performance and financial ratings.

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

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

29 H. REQUIRED COVERAGE FORMS

30 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
 31 substitute form providing liability coverage at least as broad.

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

34 I. REQUIRED ENDORSEMENTS

35 1. The Commercial General Liability policy shall contain the following endorsements, which
 36 shall accompany the COI:

37 //

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

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

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

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

15 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
16 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
17 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
18 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
19 Agreement.

20 M. The Commercial General Liability policy shall contain a "severability of interests" clause also
21 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

22 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
23 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
24 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
25 adequately protect COUNTY.

26 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
27 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
28 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
29 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
30 Agreement by COUNTY.

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

34 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

- 36 a. Prior to the start date of this Agreement.
- 37 b. No later than the expiration date for each policy.

1 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
2 changes to any of the insurance types as set forth in Subparagraph G. above.

3 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
4 the Referenced Contract Provisions of this Agreement.

5 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
6 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
7 have sole discretion to impose one or both of the following:

8 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
9 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
10 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
11 submitted to ADMINISTRATOR.

12 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
13 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
14 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
15 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

16 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
17 CONTRACTOR's monthly invoice.

18 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
19 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
20 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

21
22 **XII. INSPECTIONS AND AUDITS**

23 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
24 of the State of California, the Secretary of the United States Department of Health and Human Services,
25 the Comptroller General of the United States, or any other of their authorized representatives, shall have
26 access to any books, documents, and records, including but not limited to, financial statements, general
27 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
28 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
29 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
30 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
31 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
32 premises in which they are provided.

33 B. CONTRACTOR shall actively participate and cooperate with any person specified in
34 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
35 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
36 evaluation or monitoring.

37 C. AUDIT RESPONSE

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

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

13 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file
14 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as
15 may be required during the term of this Agreement.

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

20
21 **XIII. LICENSES AND LAWS**

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

30 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

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

- 17 1. ARRA of 2009.
- 18 2. Code of Federal Regulations, Title 42, Public Health.
- 19 3. Public Law 107-110, No Child Left Behind Act of 2001.
- 20 4. 42 CFR, Public Health 20 USC §7183, Pro-Children Act of 1994.
- 21 5. PC §11164 et seq., Child Abuse and Neglect Reporting Act.

22
23 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

24 A. Any written information or literature, including educational or promotional materials,
25 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
26 to this Agreement must be approved at least thirty (30) days in advance and in writing by
27 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
28 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
29 and electronic media such as the Internet.

30 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
31 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
32 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

33 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
34 available social media sites) in support of the services described within this Agreement,
35 CONTRACTOR shall develop social media policies and procedures and have them available to
36 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
37 forms of social media used to either directly or indirectly support the services described within this

1 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
2 they pertain to any social media developed in support of the services described within this Agreement.
3 CONTRACTOR shall also include any required funding statement information on social media when
4 required by ADMINISTRATOR.

5 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
6 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

7
8 **XV. MAXIMUM OBLIGATION**

9 The Total Maximum Obligation of COUNTY for services provided in accordance with this
10 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as
11 specified in the Referenced Contract Provisions of this Agreement.

12
13 **XVI. MINIMUM WAGE LAWS**

14 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
15 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
16 federal or California Minimum Wage to all its employees that directly or indirectly provide services
17 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
18 all its contractors or other persons providing services pursuant to this Agreement on behalf of
19 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
20 Wage.

21 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
22 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
23 pursuant to providing services pursuant to this Agreement.

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

28
29 **XVII. NONDISCRIMINATION**

30 **A. EMPLOYMENT**

31 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
32 unlawfully discriminate against any employee or applicant for employment because of his/her race,
33 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
34 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
35 orientation, or military and veteran status. Additionally, during the term of this Agreement,
36 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
37 not unlawfully discriminate against any employee or applicant for employment because of his/her race,

1 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
2 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
3 orientation, or military and veteran status.

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

8 3. CONTRACTOR shall not discriminate between employees with spouses and employees
9 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
10 the provision of benefits.

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

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

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

25 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
26 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
27 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
28 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
29 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
30 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
31 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
32 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
33 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
34 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
35 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
36 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
37 or more of the factors identified above:

- 1 1. Denying a client or potential client any service, benefit, or accommodation.
- 2 2. Providing any service or benefit to a client which is different or is provided in a different
- 3 manner or at a different time from that provided to other clients.
- 4 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
- 5 others receiving any service or benefit.
- 6 4. Treating a client differently from others in satisfying any admission requirement or
- 7 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
- 8 any service or benefit.
- 9 5. Assignment of times or places for the provision of services.

10 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
 11 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all
 12 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 13 ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.

14 1. Whenever possible, problems shall be resolved informally and at the point of service.
 15 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
 16 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
 17 CONTRACTOR either orally or in writing.

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

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

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

32 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
 33 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
 34 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
 35 state or county funds.

36 //
 37 //

XVIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XX. RECORDS MANAGEMENT AND MAINTENANCE

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

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

//

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

4 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
5 commencement of the contract, unless a longer period is required due to legal proceedings such as
6 litigations and/or settlement of claims.

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

9 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
10 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
11 CONTRACTOR.

12 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
13 settlement of claims for a longer term as directed by ADMINISTRATOR.

14 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
15 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
16 all information that is requested by the PRA request.

17
18 **XXI. RESEARCH AND PUBLICATION**

19 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
20 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or
21 for publication.

22
23 **XXII. SEVERABILITY**

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

29
30 **XXIII. SPECIAL PROVISIONS**

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

- 33 1. Making cash payments to intended recipients of services through this Agreement.
- 34 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
35 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
36 use of appropriated funds to influence certain federal contracting and financial transactions).
- 37 3. Fundraising.

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
2 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

3 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
4 body for expenses or services.

5 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
6 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
7 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

8 7. Paying an individual salary or compensation for services at a rate in excess of the current
9 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
10 Schedule may be found at www.opm.gov.

11 8. Severance pay for separating employees.

12 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
13 codes and obtaining all necessary building permits for any associated construction.

14 10. Purchasing or improving land, including constructing or permanently improving any
15 building or facility, except for tenant improvements.

16 11. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
17 funds (matching).

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

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

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

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

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

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

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

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

30 2. Making phone calls outside of the local area unless documented to be directly for the
31 purpose of client care.

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

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

35 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
36 CONTRACTOR's clients.

37 //

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

5
6 **XXIV. STATUS OF CONTRACTOR**

7 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
8 wholly responsible for the manner in which it performs the services required of it by the terms of this
9 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
10 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
11 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
12 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
13 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
14 subcontractors as they relate to the services to be provided during the course and scope of their
15 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
16 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
17 to be COUNTY's employees.

18
19 **XXV. TERM**

20 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
21 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
22 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
23 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as
24 would normally extend beyond this term, including but not limited to, obligations with respect to
25 confidentiality, indemnification, audits, reporting and accounting.

26 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
27 weekend or holiday may be performed on the next regular business day.

28
29 **XXVI. TERMINATION**

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

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

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

- 1 1. The loss by CONTRACTOR of legal capacity.
- 2 2. Cessation of services.
- 3 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
- 4 another entity without the prior written consent of COUNTY.
- 5 4. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
- 6 this Agreement.

7 D. CONTINGENT FUNDING

- 8 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 9 a. The continued availability of federal, state and county funds for reimbursement of
 - 10 COUNTY's expenditures, and
 - 11 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
 - 12 approved by the Board of Supervisors.
- 13 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
- 14 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given
- 15 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
- 16 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

17 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
18 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
19 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
20 term of the Agreement.

21 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
22 above, CONTRACTOR shall do the following:

- 23 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 24 is consistent with recognized standards of quality care and prudent business practice.
- 25 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 26 performance during the remaining contract term.
- 27 3. Until the date of termination, continue to provide the same level of service required by this
- 28 Agreement.
- 29 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 30 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
- 31 orderly transfer.
- 32 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
- 33 client's best interests.
- 34 6. If records are to be transferred to COUNTY, pack and label such records in accordance
- 35 with directions provided by ADMINISTRATOR.
- 36 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 37 supplies purchased with funds provided by COUNTY.

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

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

9
10 **XXVII. THIRD PARTY BENEFICIARY**

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

14
15 **XXVIII. WAIVER OF DEFAULT OR BREACH**

16 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
17 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
18 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
19 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
20 Agreement.

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

3
4 AMERICA ON TRACK

5
6 DocuSigned by:
7 BY: Claire Brauburn _____ DATED: 4/5/2017
8 551754A19F80489...

9 TITLE: Executive Director
10

11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____
19 HEALTH CARE AGENCY

20
21
22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28 DocuSigned by:
29 BY: Eric Divine _____ DATED: 4/4/2017
30 C4E3886C1E6D4FD...
31 DEPUTY

32
33
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 ADMINISTRATOR.

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 TOBACCO USE PREVENTION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 AMERICA ON TRACK
 JULY 1, 2017 THROUGH JUNE 30, 2020

I. SERVICE AREA IDENTIFICATION

CONTRACTOR agrees to provide Tobacco Use Prevention Services in Los Alamitos Unified School District, Orange Unified School District and Placentia Yorba Linda Unified School District, focusing on one (1) high school per district, for a total of three (3) high schools.

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.

| | <u>PERIOD ONE</u> | <u>PERIOD TWO</u> | <u>PERIOD THREE</u> | <u>TOTAL</u> |
|------------------------------|-----------------------|-----------------------|-------------------------|------------------|
| ADMINISTRATIVE | | | | |
| Salaries | \$ 14,850 | \$ 14,850 | \$ 14,850 | \$ 44,550 |
| Benefits | 4,185 | 4,185 | 4,185 | 12,555 |
| Services and Supplies | <u>6,838</u> | <u>6,838</u> | <u>6,838</u> | <u>20,514</u> |
| SUBTOTAL ADMINISTRATIVE COST | \$ 25,873 | \$ 25,873 | \$ 25,873 | \$ 77,619 |
| PROGRAM | | | | |
| Salaries | \$131,750 | \$131,750 | \$131,750 | \$395,250 |
| Benefits | 37,487 | 37,487 | 37,487 | 112,461 |
| Services and Supplies | 69,890 | 69,890 | 69,890 | 209,670 |
| Subcontractors | <u>35,000</u> | <u>35,000</u> | <u>35,000</u> | <u>105,000</u> |
| SUBTOTAL PROGRAM COST | \$274,127 | \$274,127 | \$274,127 | \$822,381 |
| TOTAL COST | \$300,000 | \$300,000 | \$300,000 | \$900,000 |
| REVENUE | | | | |
| TSR | <u>\$300,000</u> | <u>\$300,000</u> | <u>\$300,000</u> | <u>\$900,000</u> |
| TOTAL REVENUE | \$300,000 | \$300,000 | \$300,000 | \$900,000 |
| MAXIMUM OBLIGATION | \$300,000 | \$300,000 | \$300,000 | \$900,000 |

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

12 C. CONTRACTOR shall be responsible for the development and implementation of an evaluation
13 subcontract using criteria developed by HCA/TUPP. Ten (10%) percent of the total requested funding
14 must be applied to evaluation services. The evaluator chosen shall be a subcontracted professional
15 evaluator or a staff member experienced in comprehensive evaluation methodology, or a combination of
16 both.

17 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
18 Paragraph to this Exhibit A to the Agreement.

19
20 **III. DEFINITIONS**

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

23 1. Action Plan means a plan that clearly describes how performance outcomes will be
24 achieved. The Action Plan includes, at minimum, performance outcomes, strategies, activities and
25 evaluation; it documents strategies and action steps that will be used to create change in any identified
26 issues area.

27 2. TUPP Provider Manual means the manual developed by ADMINISTRATOR to describe
28 the specific services to be performed by CONTRACTOR. The TUPP Provider Manual provides
29 guidance, goals, objectives, terminology, and evaluation components.

30 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Terms
31 and Definitions Paragraph to this Exhibit A to the Agreement.

32
33 **IV. PAYMENTS**

34 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing
35 services described hereunder, less revenues which are actually received by CONTRACTOR. All
36 payments are interim payments only and are subject to Final Settlement in accordance with the Cost
37 Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of

1 providing the services; hereunder provided, however, the total of such payments does not exceed
2 COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are reimbursable
3 pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay
4 supplemental billings for any month in which the interim payment amount specified above has not been
5 fully paid.

6 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and
7 Revenue Report, which shall have other information including but not limited to, staffing, units of
8 service, and any other information requested by ADMINISTRATOR, as specified in the Reports
9 Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and
10 Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3.,
11 below.

12 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
13 monthly interim payments exceed the actual cost of providing services, ADMINISTRATOR may reduce
14 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-
15 date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by
16 CONTRACTOR.

17 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
18 interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may
19 authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference
20 between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost
21 incurred by CONTRACTOR.

22 B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and include
23 such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar
24 day of each month and payments to CONTRACTOR should be released by COUNTY no later than
25 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

29 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a
30 part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

31 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
32 and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or
33 specifically agreed upon in a subsequent Agreement.

34 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
35 Payments Paragraph of this Exhibit A to the Agreement.

36 //

37 //

V. REPORTS

A. FISCAL

1. Expenditure-Revenue Report – CONTRACTOR shall submit Expenditure and Revenue Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall report actual costs and revenue for each of the CONTRACTOR’s program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. These reports are due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month being reported.

2. Year-End Projection Reports – CONTRACTOR shall provide monthly, year-end projections that shall include year-to-date actual costs and revenues, and anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement, and shall be on a form approved or provided by ADMINISTRATOR. Year-End Projection Reports will be submitted in conjunction with the monthly Expenditure and Revenue Reports and are due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month being reported.

3. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR and shall, at a minimum include actual hours worked by each staff member. These reports are due to ADMINISTRATOR by twentieth (20th) calendar day of each month following the end of the month being reported and are to be submitted in conjunction with the monthly Expenditure and Revenue and Year-End Projection Reports.

B. PROGRAMMATIC

1. CUMULATIVE PROGRAMMATIC REPORTS – CONTRACTOR shall submit quarterly cumulative programmatic reports to ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR. The final programmatic report shall include a process evaluation that shall contain, but not be limited to, an analysis of the effectiveness of strategies used in conducting outreach and tobacco use prevention activities, the overall effectiveness of the program, and changes/recommendations for future projects. The due dates for these reports are identified in the TUPP Provider Manual.

2. INTERVENTION REPORT FORM (IRF) – CONTRACTOR shall submit on a format provided by ADMINISTRATOR, a monthly intervention report form documenting progress toward Tobacco Use Prevention project performance outcomes. These reports are due to ADMINISTRATOR by the tenth (10th) calendar day of the month following the report month.

3. MONTHLY NARRATIVE REPORTS – CONTRACTOR shall submit a monthly narrative report documenting progress toward project performance outcomes set forth in the TUPP Provider Manual, project successes, and plans for the following month. These reports are due to ADMINISTRATOR by the fifth (5th) calendar day of each month following the end of the month being

1 reported. CONTRACTOR shall use the monthly Tobacco Settlement Revenue narrative format
2 provided by ADMINISTRATOR. The first monthly narrative report is due to ADMINISTRATOR by
3 August 5, 2017.

4 C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by
5 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.
6 These reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR
7 shall be specific as to the nature of the information requested and, when possible, shall allow thirty (30)
8 calendar days for CONTRACTOR to respond.

9 D. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely
10 completion, and coordination of all reports and services provided pursuant to this Agreement.
11 CONTRACTOR shall review the reasonableness and accuracy of information prior to making any
12 recommendation, or incorporating such data into any report required hereunder.

13 E. All reports, drawings, specifications, data, and other incidental work or materials furnished by
14 CONTRACTOR hereunder shall become and remain the property of COUNTY, and may be used by
15 COUNTY as it may require, without any additional cost to COUNTY.

16 F. CONTRACTOR shall not use reports produced as the result of providing Tobacco Use
17 Prevention Services or data obtained for the purpose of producing such reports without the express
18 written consent of ADMINISTRATOR. All reports shall indicate that the County of Orange Health Care
19 Agency – Tobacco Use Prevention Program funds CONTRACTOR’s services.

20 G. EVALUATION TOOLS - ADMINISTRATOR shall provide all evaluation tools to
21 CONTRACTOR and train CONTRACTOR staff on protocols for implementation of evaluation tools.

22 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
23 Reports Paragraph of this Exhibit A to the Agreement.

24
25 **VI. SERVICES**

26 A. CONTRACTOR shall provide Tobacco Use Prevention Services in accordance with this Exhibit
27 A to the Agreement, and in support of the COUNTY’s Tobacco Use Prevention plan and goals as
28 defined in the TUPP Provider Manual provided by ADMINISTRATOR. ADMINISTRATOR reserves
29 the right to revise and update the TUPP Provider Manual as needed. ADMINISTRATOR shall notify
30 CONTRACTOR of changes to the TUPP Provider Manual within three (3) business days of said
31 changes.

32 **B. PERFORMANCE OBJECTIVES – PERIOD ONE**

33 CONTRACTOR shall meet the following performance objectives and complete the detailed
34 activities specified in the TUPP Provider Manual for prevention services by June 30, 2018:

- 35 1. Conduct a tobacco and e-cigarette educational presentation to the entire 9th grade student
36 body (with the exception of absent students) at each of the three selected high schools within OUSD,
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1 PYLUSD, and LOSALUSD for approximately one thousand five hundred (1,500) 9th grade students
2 educated.

3 2. Engage parents of 9th grade students at each of the three (3) selected high schools within
4 OUSD, PYLUSD, and LOSALUSD with at least two (2) activities, including, but not limited to,
5 conducting a town hall meeting/event for parents of 9th grade students from each of the three (3) target
6 schools, as well as utilizing each school’s existing parent events, social marketing, and/or digital media
7 outlets.

8 3. Facilitate the formation of a youth task force at each of the three selected high schools
9 within OUSD, PYLUSD, and LOSALUSD, consisting of a minimum of ten (10) students and one (1)
10 teacher/advisor per school, to participate in youth engagement activities, including at least two (2)
11 campus-wide events at each of the three (3) selected high schools, for a total of six (6) campus-wide
12 events.

13 4. Collaborate with local law enforcement to assess illegal tobacco and e-cigarette sales to
14 youth by conducting “attempted buys” with all Orange County commercial tobacco and e-cigarette
15 retailers within a two (2)-mile radius of the three (3) selected high schools within OUSD, PYLUSD, and
16 LOSALUSD. An initial list of commercial tobacco and e-cigarette retailers shall be obtained from the
17 Board of Equalization.

18 5. Collaborate with local law enforcement and youth task force members to conduct merchant
19 education with all Orange County commercial tobacco and e-cigarette retailers within a two (2)-mile
20 radius of each of the three (3) selected high schools within OUSD, PYLUSD, and LOSALUSD to assist
21 them in complying with the new Tobacco 21 Law governing the sale of tobacco and e-cigarettes.

22 6. Increase by ten percent (10%) the number of individuals (at least eight hundred (800) total)
23 demonstrating knowledge of the violation for providing tobacco and e-cigarettes to anyone under the age
24 of twenty-one (21), through a social sources awareness campaign to raise community awareness of
25 social sources of tobacco and e-cigarettes within the three (3) high school catchment areas within OUSD,
26 PYLUSD, and LOSALUSD.

27 7. Adapt and implement a “5 Star Merchant” recognition program that rewards responsible
28 tobacco and e-cigarette retailers in the three (3) high school catchment areas within OUSD, PYLUSD,
29 and LOSALUSD. A “5 Star Merchant” means compliance with all laws governing the sale of tobacco
30 and e-cigarettes.

31 8. Develop and produce a minimum of five (5) educational, promotional and/or incentive
32 materials focusing on lowering youth prevalence of tobacco and e-cigarette use among youth within the
33 three (3) high school catchment areas within OUSD, PYLUSD, and LOSALUSD. Before the
34 promotional and/or incentive items are sent to production they shall go through formative research and
35 shall also be focus group tested.

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1 9. Develop and produce three different print/digital advertisements and display them at a
2 minimum of seven (7) mass-reach media outlets to raise community awareness of social sources and the
3 "5 Star Merchant" program within our target high school catchment areas.

4 C. PERFORMANCE OBJECTIVES – PERIODS TWO AND THREE

5 1. The performance objectives and complete actions plans for Period Two and Period Three shall be
6 developed in coordination with TUPP staff and will be based upon Period One process outcomes to
7 ensure program's quality and effectiveness. Performance objectives and complete action plans for
8 Period Two and Period Three shall be included in the TUPP Manual.

9 D. MEETINGS

10 1. CONTRACTOR and ADMINISTRATOR shall meet at least once a month to discuss
11 program and strategic issues. ADMINISTRATOR and CONTRACTOR shall agree to the meeting dates
12 in writing.

13 2. CONTRACTOR shall invite ADMINISTRATOR to all regional meetings scheduled by
14 CONTRACTOR.

15 3. CONTRACTOR's Executive Director, Project Coordinator, or designee who has authority
16 to make decisions, shall participate in meetings related to the provision of services pursuant to this
17 Agreement, when requested by ADMINISTRATOR.

18 E. PATENTS AND COPYRIGHT MATERIALS

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

22 2. CONTRACTOR agrees that any and all "works of authorship," as defined in
23 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or
24 delivered as part of this Agreement, whether or not published, which can be considered "works made for
25 hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also
26 agrees that the copyright to any and all such works made for hire under this Agreement, whether
27 published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in
28 17 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free,
29 non-exclusive right to use, reproduce, and disseminate all such material.

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

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1 4. CONTRACTOR agrees that if CONTRACTOR enters into any agreements with other
2 parties to perform the work required under this Agreement, that CONTRACTOR shall require that each
3 agreement include clauses granting COUNTY:

4 a. A copyright interest in any works created, produced, developed, or delivered as "works
5 made for hire," and

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

10 F. CONTRACTOR shall collaborate with tobacco use prevention providers funded by COUNTY
11 to promote the activities and services described within this Agreement.

12 G. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
13 in meeting the terms of this Agreement. ADMINISTRATOR will notify CONTRACTOR in writing of
14 any issue(s) or concern(s) related to the provision of services pursuant to this Agreement, and may
15 request a plan of corrective action. Corrective action plans may address, but are not limited to
16 performance outcomes, preventative strategies, and/or action plans. CONTRACTOR shall submit a
17 written plan of corrective action for approval within two (2) weeks of request by ADMINISTRATOR.
18 CONTRACTOR may request in advance and in writing, an extension to the due date for a corrective
19 action plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

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

25 I. SOCIAL MEDIA - If a project related to social media is to be used, CONTRACTOR shall
26 develop necessary policies and procedures and keep them on file.

27 J. CONTRACTOR agrees to comply with the terms and requirements as directed in the
28 Cessation/Prevention Provider Manual.

29 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
30 Services Paragraph of this Exhibit A to the Agreement.

31
32 **VII. STAFFING**

33 A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and
34 maintaining administrative and program staff who have the requisite qualifications and experience to
35 provide tobacco use prevention services under this Agreement.

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1 B. CONTRACTOR shall perform a pre-employment screening of any person who will provide
2 services pursuant to this Agreement. All staff, including volunteers and interns, shall meet the following
3 requirements prior to providing any service pursuant to this Agreement:

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

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

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

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

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

15 D. All individuals working directly with youth shall obtain an Activity Supervisor Clearance
16 Certificate issued by the Commission on Teacher Credentialing, prior to assuming a paid or volunteer
17 position to supervise, direct, or coach a pupil activity program sponsored by or affiliated with a school
18 district. The application to obtain a certificate is available at the Commission on Teacher Credentialing
19 website at <http://www.ctc.ca.gov/credentials/apply.html>. CONTRACTOR shall submit to
20 ADMINISTRATOR copies of the certificates for each individual who has successfully obtained an
21 Activity Supervisor Clearance Certificate. Contractor shall keep copies for its records.

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

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

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

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| 1 | POSITION | FTEs |
| 2 | ADMINISTRATIVE | |
| 3 | President | 0.15 |
| 4 | SUBTOTAL ADMNISTRATIVE FTEs | 0.15 |
| 5 | | |
| 6 | PROGRAM | |
| 7 | Project Director | 0.25 |
| 8 | Program Coordinator | 1.00 |
| 9 | Health Educator | 1.50 |
| 10 | SUBTOTAL PROGRAM FTEs | 2.75 |
| 11 | | |
| 12 | SUBCONTRACTOR | |
| 13 | | |
| 14 | Program Evaluation | 0.26 |
| 15 | Media Design | 0.05 |
| 16 | SUBTOTAL SUBCONTRACTOR FTEs | 0.31 |
| 17 | | |
| 18 | TOTAL FTEs | 3.21 |

20 H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 21 any staffing changes; including vacancies associated with termination, resignation, and/or notice of
 22 resignation; leaves of absence; promotions; temporary FTE changes; and internal or external temporary
 23 staffing assignment requests that occur during the term of the Agreement. CONTRACTOR's
 24 notification to ADMINISTRATOR shall provide appropriate information regarding the staffing change,
 25 such as but not limited to employee name(s), position title(s), date(s) of resignation/separation, date(s)
 26 of hire/promotion, FTE adjustments, leave timeframes/estimates, internships, jobs duties, and
 27 description of recruitment activity for replacement staff.

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

31 J. CONTRACTOR shall maintain personnel files for each paid or unpaid staff member, both
 32 administrative and programmatic, which shall include as appropriate and applicable, but not be limited
 33 to, an application for employment, qualifications for the positions, job description, documentation of
 34 bicultural/bilingual capabilities, pay rate, evaluations justifying pay increases, and copies of pertinent
 35 training certifications pursuant to the terms of this Agreement.

36 K. EVALUATION – CONTRACTOR shall collaborate with ADMINISTRATOR for the
 37 development of evaluation design, evaluation tools, and to create databases.

1 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Staffing Paragraph to this Exhibit A to the Agreement.

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