

1 AGREEMENT FOR PROVISION OF
2 COMMUNITY COLLEGE TOBACCO CESSATION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 <PROVIDER>
7 JULY 1, 2019 THROUGH JUNE 30, 2021
8

9 THIS AGREEMENT entered into this 1st day of July, 2019 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and <PROVIDER>,
11 a California (nonprofit corporation). COUNTY and CONTRACTOR may sometimes be referred to
12 herein individually as “Party” or collectively as “Parties.” This Agreement shall be administered by the
13 County of Orange Health Care Agency (ADMINISTRATOR).
14

15 **W I T N E S S E T H:**
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17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Community
18 College Tobacco Cessation 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, exposure to environmental tobacco smoke, and address emerging tobacco issues in a
21 proactive manner amongst Orange County residents and visitors; 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. Delegation, Assignment and Subcontracts.....	14
12	VII. Employee Eligibility Verification	16
13	VIII. Equipment	16
14	IX. Facilities, Payments and Services.....	17
15	X. Indemnification and Insurance	17
16	XI. Inspections and Audits	21
17	XII. Licenses and Laws	22
18	XIII. Literature, Advertisements, and Social Media.....	23
19	XIV. Maximum Obligation.....	24
20	XV. Minimum Wage Laws	24
21	XVI. Nondiscrimination.....	24
22	XVII. Notices.....	27
23	XVIII. Notification of Public Events and Meetings	27
24	XIX. Records Management and Maintenance	27
25	XX. Research and Publications	28
26	XXI. Severability.....	28
27	XXII. Special Provisions	28
28	XXIII. Status of Contractor	30
29	XXIV. Term	30
30	XXV. Termination	30
31	XXVI. Third Party Beneficiary	32
32	XXVII. Waiver of Default or Breach.....	32
33	Signature Page.....	33
34	//	
35	//	
36	//	
37	//	

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CONTENTS

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Definitions	1
II. Payments	1
III. Reports.....	2
IV. Services	3
V. Staffing	5

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 through June 30, 2021

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

Period Two means the period from July 1, 2020 through June 30, 2021

Maximum Obligation: \$900,000

Period One Maximum Obligation: \$ 450,000

Period Two Maximum Obligation: 450,000

TOTAL MAXIMUM OBLIGATION: \$ 900,000

Basis for Reimbursement: Negotiated Rate

Payment Method: Payment in Arrears

CONTRACTOR DUNS Number: <<DUNS>>

CONTRACTOR TAX ID Number: <<TAX ID>>

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: <<CONTRACTOR NAME>>
<<CONTRACTOR ADDRESS>>
<<CONTRACTOR CITY, STATE, ZIP CODE>>
<<CONTRACTOR CONTACT PERSON NAME>>
<<CONTRACTOR EMAIL>>

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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:

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. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

4
5 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15
16 **VIII. EQUIPMENT**

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

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

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

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

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

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

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

17 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
18 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
19

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

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

26 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
27 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation
28 for the appropriate Period(s) as well as the Total Maximum Obligation. The reduction to the Maximum
29 Obligation for the appropriate Period(s) as well as the Total Maximum Obligation shall be in an amount
30 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
31 services, staffing, facilities or supplies.
32

33 **X. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

1 including but not limited to personal injury or property damage, arising from or related to the services,
 2 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 5 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
 6 request a jury apportionment.

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

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

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

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

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

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

1 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
 2 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
 3 constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate
 4 this Agreement.

5 F. QUALIFIED INSURER

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

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

14 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 15 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

31 H. REQUIRED COVERAGE FORMS

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

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

36 I. REQUIRED ENDORSEMENTS

37 //

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

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

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

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

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

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

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

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

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

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

36 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

- 1 a. Prior to the start date of this Agreement.
- 2 b. No later than the expiration date for each policy.
- 3 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
- 4 changes to any of the insurance types as set forth in Subparagraph G. above.

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

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

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

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

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

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

23
24 **XI. INSPECTIONS AND AUDITS**

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

35 B. CONTRACTOR shall actively participate and cooperate with any person specified in
36 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

37 //

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

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

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

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

23
24 **XII. LICENSES AND LAWS**

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

33 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 20 1. ARRA of 2009.
- 21 2. Code of Federal Regulations, Title 42, Public Health.
- 22 3. Public Law 107-110, No Child Left Behind Act of 2001.
- 23 4. 42 CFR, Public Health 20 USC §7183, Pro-Children Act of 1994.
- 24 5. PC §11164 et seq., Child Abuse and Neglect Reporting Act.

25
26 **XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

36 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
37 available social media sites) in support of the services described within this Agreement,

1 CONTRACTOR shall develop social media policies and procedures and have them available to
2 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
3 forms of social media used to either directly or indirectly support the services described within this
4 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
5 they pertain to any social media developed in support of the services described within this Agreement.
6 CONTRACTOR shall also include any required funding statement information on social media when
7 required by ADMINISTRATOR.

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

10
11 **XIV. MAXIMUM OBLIGATION**

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

15
16 **XV. MINIMUM WAGE LAWS**

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

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

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

31
32 **XVI. NONDISCRIMINATION**

33 **A. EMPLOYMENT**

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

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

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

11 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 12 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 13 the provision of benefits.

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

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

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

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

1 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
2 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
3 or more of the factors identified above:

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

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

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

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

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

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
36 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
37 //

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
2 state or county funds.

3
4 **XVII. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

24
25 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

33
34 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

19
20 **XX. RESEARCH AND PUBLICATION**

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

24
25 **XXI. SEVERABILITY**

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

31
32 **XXII. SPECIAL PROVISIONS**

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

- 35 1. Making cash payments to intended recipients of services through this Agreement.

36 //

37 //

1 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
2 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
3 use of appropriated funds to influence certain federal contracting and financial transactions).

4 3. Fundraising.

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

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

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

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

15 8. Severance pay for separating employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

3 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
4 CONTRACTOR’s clients.

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

9
10 **XXIII. STATUS OF CONTRACTOR**

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

22
23 **XXIV. TERM**

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

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

32
33 **XXV. TERMINATION**

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

36 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
37 five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this

1 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
2 (30) calendar days for corrective action.

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

- 5 1. The loss by CONTRACTOR of legal capacity.
- 6 2. Cessation of services.
- 7 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
8 another entity without the prior written consent of COUNTY.

9 4. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
10 this Agreement.

11 D. CONTINGENT FUNDING

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

- 13 a. The continued availability of federal, state and county funds for reimbursement of
14 COUNTY's expenditures, and
- 15 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
16 approved by the Board of Supervisors.

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

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

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

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

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

31 3. Until the date of termination, continue to provide the same level of service required by this
32 Agreement.

33 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
34 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
35 orderly transfer.

36 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
37 client's best interests.

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

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

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

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

13
14 **XXVI. THIRD PARTY BENEFICIARY**

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

18
19 **XXVII. WAIVER OF DEFAULT OR BREACH**

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
22 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
23 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
24 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 <PROVIDER>

5
6 BY: _____ DATED: _____

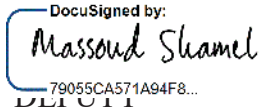
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8 TITLE: _____

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12 COUNTY OF ORANGE

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15 BY: _____ DATED: _____

16 HEALTH CARE AGENCY

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21 APPROVED AS TO FORM
22 OFFICE OF THE COUNTY COUNSEL
23 ORANGE COUNTY, CALIFORNIA

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25
26 BY:  _____ DATED: 3/26/2019
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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.

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 COMMUNITY COLLEGE TOBACCO CESSATION SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 <PROVIDER>
8 JULY 1, 2019 THROUGH JUNE 30, 2021
9

10 **I. DEFINITIONS**

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

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

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

20 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
21 Definitions Paragraph to this Exhibit A to the Agreement.
22

23 **II. PAYMENTS**

24 A. COUNTY shall pay CONTRACTOR bi-annual payments, in arrears, at a negotiated rate for
25 costs of providing services described hereunder. Bi-annual payments to each CONTRACTOR are not to
26 exceed \$25,000 for an annual maximum obligation of \$50,000 per CONTRACTOR. The total of such
27 payments may not exceed COUNTY's Total Maximum Obligation and, provided further,
28 CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations.

29 B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and include
30 such information as is required by ADMINISTRATOR.

31 C. CONTRACTOR's invoices are due to the COUNTY on the 31st day of January and July of each
32 Period.

33 D. CONTRACTOR agrees that payments to CONTRACTOR should be released by COUNTY no
34 later than twenty-one (21) calendar days after receipt of the correctly completed invoice.

35 E. CONTRACTOR agrees that all invoices to COUNTY shall be supported, at CONTRACTOR's
36 facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices,
37 bank statements, canceled checks, receipts, receiving records and records of services provided.

F. CONTRACTOR agrees that at the sole discretion of the ADMINISTRATOR, the COUNTY may withhold or delay all or a part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

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

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

III. REPORTS

A. BI-ANNUAL PROGRESS REPORTS

CONTRACTOR shall submit Bi-annual Progress Reports to ADMINISTRATOR. These reports shall be in a format provided by ADMINISTRATOR, and document progress toward completion of ACTION Plan activities and Performance Outcome Objectives, project successes, barriers to implementation, staff changes and reasons for staff changes, and plans for the following reporting period.

B. CONTRACTOR shall submit supporting documentation with each Bi-annual Progress Report including, but not limited to, tracking measures and materials developed. Bi-annual Reports are due on the following dates:

BI-ANNUAL PROGRESS REPORTS			
PERIOD ONE		PERIOD TWO	
Reporting Period	Due Date	Reporting Period	Due Date
July, 2019 – Dec., 2019	Jan. 31, 2020	July, 2020 – Dec., 2020	Jan. 31, 2021
Jan., 2020 – June, 2020	June 30, 2020	Jan., 2021 – June, 2021	June 30, 2021

C. FINAL REPORTS

CONTRACTOR shall submit a Year-End Report to ADMINISTRATOR by June 30th of each Period. The report shall include a description of the effectiveness of the tobacco cessation promotional and counseling strategies implemented toward reaching performance objectives, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

D. ADDITIONAL REPORTS

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

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

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

8 G. CONTRACTOR shall not use reports produced as the result of these services, or data obtained
9 for the purpose of producing such reports, without the express written consent of ADMINISTRATOR.
10 All reports shall indicate that the County of Orange Health Care Agency – Tobacco Use Prevention
11 Program funds CONTRACTOR’s services.

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

14
15 **IV. SERVICES**

16 A. CONTRACTOR shall provide Tobacco Cessation Counseling Services to community college
17 students, faculty, and staff. Services and activities must include but are not limited to the following five
18 (5) activities:

- 19 1. Hire a tobacco cessation counselor;
- 20 2. Attend a tobacco cessation training provided by the ADMINISTRATOR;
- 21 3. Promote the availability of tobacco cessation counseling services to community college
22 students, faculty, and staff;
- 23 4. Provide tobacco cessation counseling to community college students, faculty, and staff;
- 24 5. Conduct follow-up calls with community college students, faculty, and staff who participate
25 in tobacco cessation counseling services to assess their quit rates.

26 B. TARGET POPULATION

27 1. CONTRACTOR shall recruit community college students, faculty, and staff who smoke
28 and/or vape to participate in the tobacco cessation counseling services.

29 C. PERFORMANCE OBJECTIVES

30 1. CONTRACTOR shall meet the following six (6) performance objectives and complete the
31 detailed activities specified in the TUPP Provider Manual by June 30th of each Period:

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PERFORMANCE OBJECTIVES		
1.	Hire staff	CONTRACTOR shall hire a Tobacco Cessation Counselor to provide tobacco cessation counseling services to community college students, faculty and staff.
2.	Attend training	CONTRACTOR shall attend at least one annual training workshop provided by the Orange County Health Care Agency Tobacco Use Prevention Program on best practices for smoking cessation.
3.	Provide promotional materials	CONTRACTOR shall develop promotional materials advertising the availability of on-campus tobacco cessation counseling services to students, faculty, and staff.
4.	Conduct promotional activities	CONTRACTOR shall conduct at least twenty-four (24) promotional activities on campus to increase awareness about the availability of tobacco cessation services to students, faculty, and staff, and disseminate information materials.
5.	Provide counseling services	CONTRACTOR shall provide tobacco cessation counseling services to at least one hundred fifty (150) community college students, faculty, and staff.
6.	Provide follow-up calls	CONTRACTOR shall conduct follow-up calls with each student, faculty, and staff member who receives tobacco cessation counseling at 30, 90, and 180 days following completion of the services.

2. CONTRACTOR agrees that annual training topics will include but not be limited to stages of change, motivational interviewing techniques, tobacco triggers, managing stress, dealing with social situations, coping with withdrawal symptoms, and nicotine replacement therapies. Cessation curriculum will be provided by the ADMINISTRATOR and may be modified as appropriate for community college students, faculty and staff.

3. CONTRACTOR shall ensure that promotional activities include, but are not limited to, the following:

- a. Participating in health fairs,
- b. Announcements during faculty and staff meetings and classroom instruction time,
- c. Placing advertisements in the student newspaper and employee newsletter,
- d. Displaying flyers at different campus locations,
- e. Sending email blasts,
- f. Posting information on the community college website and/or social media site.

//

1 4. CONTRACTOR agrees that all evaluation tools used during follow-up calls or elsewhere
2 will be provided by the ADMINISTRATOR.

3 D. CONTRACTOR shall host a quarterly meeting with ADMINISTRATOR or as frequently as
4 needed to review progress on Action Plan towards Performance Objectives and project completion.

5 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Services Paragraph of this Exhibit A to the Agreement.

7
8 **V. STAFFING**

9 A. CONTRACTOR shall provide services pursuant to this Agreement by recruiting, hiring, and
10 maintaining administrative and program staff who have the requisite qualifications and experience to
11 provide tobacco cessation services under this Agreement.

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

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

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

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

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

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

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

33 E. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
34 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
35 shall maintain documentation of such efforts which may include, but not be limited to: records of
36 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
37 //

1 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
2 measures taken to enhance accessibility for and sensitivity to persons who are physically challenged.

3 F. CONTRACTOR shall submit the resume of each program staff member to ADMINISTRATOR
4 within thirty (30) calendar days of hire or assignment to provide services pursuant to this Agreement.

5 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Staffing Paragraph of this Exhibit A to the Agreement.

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