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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2012~~2014 through June 30, ~~2014~~2017

Period One means the period from July 1, ~~2012~~2014 through June 30, ~~2013~~2015

Period Two means the period from July 1, ~~2013~~2015 through June 30, ~~2014~~2016

Period Three means the period from July 1, 2016 through June 30, 2017

Maximum Obligation:

Period One Maximum Obligation: ~~\$201,247~~250,000

Period Two Maximum Obligation: ~~201,247~~

\$250,000

Period Three Maximum Obligation: \$250,000

TOTAL MAXIMUM OBLIGATION: ~~\$402,494~~750,000

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: ~~America On Track dba Orange County On Track~~ Community Service Programs, Inc.
~~Attn: President~~
~~600 W. Santa Ana Blvd~~ Margot Carlson, Executive Director
1821 E. Dyer Rd., Suite 710200
Santa Ana, CA ~~92701~~92705

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CONTRACTOR's Insurance Coverages:

<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
Employer's Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

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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:

A.	ARRA		American Recovery and Reinvestment Act
B.	ASRS		Alcohol and Drug Programs Reporting System
C.	CCC		California Civil Code
D.	CCR		California Code of Regulations
E.	CEO		County Executive Office
F.	CFR		Code of Federal Regulations
G.	F. CHPP		COUNTY HIPAA Policies and Procedures
H.	G. CHS		Correctional Health Services
I.	COI		Certificate of Insurance
J.	H. D/MC		Drug/Medi-Cal
K.	I. DHCS		Department of Health Care Services
L.	J. DPFS		Drug Program Fiscal Systems
M.	K. DRS		Designated Record Set
N.	ePHI		Electronic Protected Health Information
O.	GAAP		Generally Accepted Accounting Principles
P.	L. HCA		Health Care Agency
Q.	M. HHS		Health and Human Services
R.	N. HIPAA		Health Insurance Portability and Accountability Act of 1996,
Public			Law 104-191
S.	O. HSC		California Health and Safety Code
T.	ISO		Insurance Services Office
U.	P. MHP		Mental Health Plan
V.	Q. OCJS		Orange County Jail System
W.	R. OCPD		Orange County Probation Department
X.	S. OCR		Office for Civil Rights
Y.	T. OCSD		Orange County Sheriff's Department
Z.	U. OIG		Office of Inspector General
AA.	V. OMB		Office of Management and Budget
AB.	W. OPM		Federal Office of Personnel Management
AC.	PA DSS	X. PADSS	Payment Application Data Security Standard
AD.	Y. PC		State of California Penal Code
AE.	Z. PCI DSS		Payment Card Industry Data Security Standard
AF.	AA. PHI		Protected Health Information

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AG. ~~AB.~~ PII Personally Identifiable Information
 AH. ~~AC.~~ PRA Public Record Act
 AI. SIR Self-Insured Retention
 AJ. The HITECH Act The Health Information Technology for Economic and Clinical Health
 Act, Public Law 111-005
 AK. ~~AD.~~ ~~PSA~~ ~~Public Service Announcement~~
~~AE.~~ PTA ~~Parent Teach Association~~
~~AF.~~ TUPP Tobacco Use Prevention Program
 AL. ~~AG.~~ USC United States Code
~~AH.~~ AM. WIC State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibit A attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No.~~

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant HCA policies and procedures relating to ~~ADMINISTRATOR's~~ HCA's Compliance Program,

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HCA's Code of Conduct and General Compliance Trainings.

~~2. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.~~

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has~~ been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in ~~Subparagraphs A.4., A.5., A.6., and A.7.~~ subparagraphs below.

//

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

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

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.~~

6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the ~~CONTRACTOR's CONTRACTOR~~ Compliance Program and Code of Conduct contains 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 and related policies and procedures.

7. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute

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grounds for termination of this Agreement as to the non-complying party.

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

~~1.~~ 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures.

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~ federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any

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debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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~~5~~ 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual.

~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

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1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.~~

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~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

~~D. 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided CONTRACTOR's Code of Conduct has been approved by ADMINISTRATOR's Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~#~~

~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

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

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

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

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

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

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

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V. CONFIDENTIALITY

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

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

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VI. COST REPORT

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

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

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

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

2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the

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Cost Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

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

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

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

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

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

F. All Cost Reports ~~for each period~~ shall contain the following attestation, which may be typed

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directly on or attached to the Cost Report:

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

Signed _____
 Name _____
 Title _____
 Date _____

VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by~~ CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, ~~provided such subcontracts are approved in advance, in writing by~~ shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR, ~~meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) not less than sixty (60) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement~~ prior to the effective date of the delegation. ~~Any attempted assignment or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with~~ delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. ~~For CONTRACTORS which are~~

1. If CONTRACTOR is a nonprofit ~~corporations~~ organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall

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be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this paragraph subparagraph shall be void.

~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations~~

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

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

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

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

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

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

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

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3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts

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1 claimed for subcontracts not approved in accordance with this paragraph.

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

5 6 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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18 **IX. EQUIPMENT**

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

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

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
36 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to

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

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

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

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

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

X. FACILITIES, PAYMENTS AND SERVICES

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

XI. INDEMNIFICATION AND INSURANCE

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

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entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
 a jury apportionment.

~~B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

~~C. All insurance~~ 2. If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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F. The policy or policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
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 and Employer's	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

G. REQUIRED COVERAGE FORMS

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

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

1. "The 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,

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employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is included as an additional insured with respect to the operations of the named insured performed under contract with primary and any insurance or self-insurance maintained by the County of Orange." shall be excess and non-contributing.

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

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

~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

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

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J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

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

O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement

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may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

Q. SUBMISSION OF INSURANCE DOCUMENTS

1. ~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

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

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have

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access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance ~~paragraph~~ Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

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provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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XIII. LICENSES AND LAWS

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

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

~~C.~~ ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and

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requirements shall include, but not be limited to, the following:

ARRA of 2009.

Federal Code of Regulations, Title 42, Public Health.

~~42 CFR, Public Health.~~

XIV. LITERATURE ~~AND~~ ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

XV. MAXIMUM OBLIGATION

The Total Maximum Obligations of COUNTY for services provided in accordance with this Agreement and the separate Maximum Obligations for Period One, Period Two and Period ~~Two~~ Three are as specified in the Referenced Contract Provisions of this Agreement.

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XVI. NONDISCRIMINATION

A. EMPLOYMENT

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1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. ~~There shall be posted~~

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin,

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age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement requirements shall be deemed fulfilled by use of the phrase "an equal opportunity employer." term EOE.

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

B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities

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on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

~~1.~~ For the purpose of this ~~Subparagraph B.~~ Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

~~2. Complaint Process~~ C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR; or the U.S. Department of Health and Human Services' OCR. ~~CONTRACTOR's statement shall advise clients of the following:~~

~~1. a. In those cases where the client's complaint is filed initially with the OCR, the OCR may proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.~~

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

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

CD. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to

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comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

XVII. 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 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 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.

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XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or 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 public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

XIX. 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, ~~which include, but are not limited to:~~

~~1. State of California, Health and Safety Code §123145.~~

~~2. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).~~

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

//

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

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

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

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

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

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

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XX. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

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

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

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

XXII. SEVERABILITY

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

XXIII. SPECIAL PROVISIONS

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

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

~~2. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~

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

~~4. Contracting or subcontracting with any entity other than a public or nonprofit private entity.~~

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

~~6. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.~~

7. Fundraising.

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

9. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

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

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

~~10. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.~~

~~11. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.~~

~~12. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of the Controlled Substance Act (21 USC 812).~~

~~13. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.~~

~~14. Assisting, promoting, or deterring union organizing.~~

15. Severance pay for separating employees.

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

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

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

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

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

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

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

16. Assisting, promoting, or deterring union organizing.

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

~~1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's participants.~~

~~2. 1. Funding travel or training (excluding mileage or parking) not approved by ADMINISTRATOR.~~

32. Making phone calls outside of the local area unless documented to be directly for the purpose of ~~participant~~ client care.

43. Payment for grant writing, consultants, ~~Certified Public Accounting~~ certified public accounting, or legal services ~~not approved in advance by ADMINISTRATOR.~~

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

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

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

XXIV. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be

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wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of ~~COUNTY~~COUNTY's employees and shall not be considered in any manner to be ~~COUNTY~~COUNTY's employees.

XXV. TERM

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

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

XXVI. TERMINATION

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty

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required pursuant to this Agreement.

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

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

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

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D. CONTINGENT FUNDING

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

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

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

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

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

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination pursuant to Subparagraphs B., C. or D. above,~~ CONTRACTOR shall do the following:

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

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

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

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

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with

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client's best interests.

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

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

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

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

XXVII. THIRD PARTY BENEFICIARY

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

XXVIII. WAIVER OF DEFAULT OR BREACH

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

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

~~AMERICA ON TRACK DBA ORANGE COUNTY ON TRACK~~

COMMUNITY SERVICES PROGRAMS, INC.

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

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HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____
DEPUTY

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

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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
TOBACCO PREVENTION SERVICES
WITH
~~AMERICA ON TRACK DBA~~ BETWEEN
~~COUNTY OF ORANGE~~ ~~COUNTY ON TRACK~~
AND
COMMUNITY SERVICE PROGRAMS, INC.
JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2017

I. SERVICE AREA IDENTIFICATION

CONTRACTOR agrees to provide Tobacco Prevention ~~Services in the selected cities: Mission Viejo, Newport Beach, Orange, Rancho Santa Margarita, and San Juan Capistrano~~ Education Services to Adults with Behavioral Health Concerns.

II. BUDGET

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

ADMINISTRATIVE COST	<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>
Salaries		\$	
		17,820 <u>15,027</u>	
	\$ 17,820 <u>15,027</u>	<u>7</u>	\$ <u>15,027</u>
Benefits	3,386 <u>4,241</u>	3,386 <u>4,241</u>	<u>4,241</u>
Services and Supplies	4,544 <u>2,835</u>	4,544 <u>2,835</u>	<u>2,835</u>
SUBTOTAL ADMINISTRATIVE COST		\$	
		25,750 <u>22,103</u>	
	\$ 25,750 <u>22,103</u>	<u>3</u>	\$ <u>22,103</u>
PROGRAM COST			
Salaries		\$	
		\$ 94,650 <u>122,326</u>	
	94,650 <u>122,326</u>	<u>26</u>	\$ <u>122,326</u>
Benefits	17,984 <u>32,359</u>	17,984 <u>32,359</u>	<u>32,359</u>
Services and Supplies	56,363 <u>55,187</u>	56,363 <u>55,187</u>	<u>55,187</u>

				<u>7</u>
Subcontracts				
	<u>-6,500</u>	<u>18,025</u>	<u>6,500</u>	<u>18,025</u>
SUBTOTAL PROGRAM COST	<u>\$175,497</u>	<u>227,89</u>	<u>\$175,497</u>	<u>22</u>
		<u>7</u>	<u>7,897</u>	<u>\$227,897</u>
TOTAL COST	<u>\$201,247</u>	<u>250,00</u>	<u>\$201,247</u>	<u>25</u>
		<u>0</u>	<u>0,000</u>	<u>\$250,000</u>

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

~~— C. CONTRACTOR shall hire an independent graphic consultant and a videographer who are not employees of the CONTRACTOR for a minimum amount of \$5,000.00 per period for development and design of a mass media prevention and cessation campaign and \$8,000.00 per period for advertisement placement of the mass media prevention and cessation campaign.~~

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

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

III. DEFINITIONS

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

A. Action Plan means a plan that clearly describes how performance outcomes will be achieved. The Action Plan includes, at minimum, performance outcomes, strategies, activities and evaluation; it

documents strategies and action steps that will be used to create change in any identified issues area.

~~B. Institutionalize means to make part of a structured and well-established system.~~

~~B. C. Social Media means a group of Internet-based communication tools/applications that allow the creation and exchange of user-generated content; social media is media for social interaction. Types of social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter). Content communities (Youtube), and social networking sites (Facebook).~~

~~D. TUPP means Tobacco Use Prevention Program.~~

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

~~F. "5 Star Merchant" means compliance with all laws governing the sale and advertising of tobacco.~~

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

IV. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing services described hereunder, less revenues which are actually received by CONTRACTOR. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed COUNTY's Total Maximum Obligation and, provided further, CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the interim payment amount specified above has not been fully paid.

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

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

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the

interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar day of each month and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed billing form. ~~Invoices received after the due date may not be paid within the same month.~~

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

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

E. 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.

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

V. REPORTS

A. 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.

B. EXPENDITURE-REVENUE REPORTS – 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 revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of ~~this~~ Exhibit A to ~~the~~ this Agreement. These reports are due to ADMINISTRATOR by the tenth (10th) calendar day of each month following the end of the month being reported.

~~C. MONTHLY ACTIVITY PLAN (MAP) – INTERVENTION REPORT FORM (IRF) –~~
CONTRACTOR shall submit on a format provided by ADMINISTRATOR, a monthly intervention

report documenting progress toward Tobacco Prevention project performance outcomes. These reports are due to ADMINISTRATOR by the tenth (10th) calendar day of the month following the report month.

D. 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 reported. CONTRACTOR shall use the monthly Tobacco Settlement Revenue narrative format provided by ADMINISTRATOR. The first monthly narrative report is due to ADMINISTRATOR by August ~~6, 2012~~ 5, 2014.

E. PROJECTION REPORTS – CONTRACTOR shall submit quarterly projection reports to ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of ~~this~~ Exhibit A to ~~the~~ this Agreement. These reports are due to ADMINISTRATOR by October 10, ~~2012~~ 2014, January 9, ~~2013~~ 2015, and April ~~9, 2013~~ 10, 2015 for Period One, ~~and~~ October 9, 2013 2015, January ~~9, 2014~~ 8, 2016, and April ~~10, 2014~~ 8, 2016 for Period Two; and October 10, 2016, January 10, 2017, and April 10, 2017 for Period Three, unless otherwise agreed to in writing by ADMINISTRATOR.

F. STAFFING REPORTS – CONTRACTOR shall submit staffing reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form provided by ADMINISTRATOR, and shall include actual hours worked by each staff member. These reports shall also identify staff member(s) who have taken Compliance Training in accordance with the Compliance Paragraph of this Agreement. These reports are due to ADMINISTRATOR by the tenth (10th) calendar day of each month following the end of the month being reported.

G. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. These reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR shall be // specific as to the nature of the information requested and, when possible, shall allow thirty (30) calendar days for CONTRACTOR to respond.

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

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

J. CONTRACTOR shall not use reports produced as the result of providing Tobacco Prevention

Services, or data obtained for the purpose of producing such reports, without the express written consent of ADMINISTRATOR. All reports shall indicate that the County of Orange Health Care Agency – Tobacco Use Prevention Program funds CONTRACTOR’s services.

K. EVALUATION TOOLS – ADMINISTRATOR shall provide all evaluation tools to CONTRACTOR and train CONTRACTOR staff on protocols for implementation of evaluation tools.

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify ~~due dates specified in Subparagraphs~~ the Reports Paragraph to this Exhibit A ~~through G. above~~ to the Agreement.

VI. SERVICES

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

B. PERFORMANCE OBJECTIVES – PERIOD ONE

CONTRACTOR shall meet the following performance objectives and complete the detailed activities specified in the TUPP Provider Manual for prevention services by June 30, ~~2013~~ 2015:

1. Conduct tobacco prevention workshops for adults receiving behavioral health services at 10 targeted sites, reaching a total of 1,000 adults.

2. Conduct tobacco prevention workshops for a minimum of 500 adults with behavioral health concerns who are not receiving behavioral health services, such as, but not limited to, adults in transitional living facilities and re-entry programs.

~~3. 1. Educate a minimum of two hundred forty two (242) commercial tobacco retailers targeted during Fiscal Year 2011-12 in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement, with replacement of retailers if necessary, to decrease by twenty percent (20%) the number of stores willing to sell tobacco to minors.~~

~~2. Develop, purchase, and disseminate~~ produce a minimum of five ~~(5) new and evidence-based~~ supplemental tobacco prevention educational materials ~~focusing on lowering youth access to tobacco. Two (2) of these~~ tailored for adults with behavioral health concerns.

4. Train staff at targeted intervention sites to incorporate tobacco prevention and education into their existing service frameworks.

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5. Conduct outreach efforts, such as, but not limited to, participating in at least 22 events (1 – 2 events per targeted intervention site) to recruit a minimum of 50 adults with behavioral health concerns (at least 5 adults per site) to participate in tobacco cessation services.

6. In coordination with the existing behavioral health and tobacco use media campaign developed by Better World Advertising, develop and maintain a social norms educational

11 materials campaign tailored to adults with behavioral health concerns at the targeted intervention sites.

12 7. Establish and coordinate an advisory committee with a minimum of 15 participants and staff
 13 from the targeted intervention sites to assist in the development and implementation of tobacco
 14 prevention and cessation services for the targeted population. The advisory committee shall meet
 15 quarterly and be articles that will be placed in venues in the selected cities, per the Service Area
 16 Identification Paragraph comprised of this Exhibit A to the Agreement, such as employee online
 17 newsletters, Chambers of Commerce publications, and parent newsletters at least 5 – 10 clients, 5
 18 intervention site staff members, and, where applicable, 5 Health Care Agency (HCA) Behavioral Health
 19 Services (BHS) staff members, from each of the targeted sites.

20 ~~3. 8. Revise, purchase and disseminate a minimum of twelve (12) promotional and~~
 21 ~~incentive materials created in the previous year, and create, purchase, and disseminate a minimum of~~
 22 ~~five (5) new~~

23 ~~#~~
 24 ~~ones focusing on lowering youth access to tobacco among the population in the selected cities, per the~~
 25 ~~Service Area Identification Paragraph of this Exhibit A~~ Develop a guide to the Agreement.

26 ~~4. Collaborate with a minimum of two hundred forty two (242) tobacco retailers targeted in~~
 27 ~~Fiscal Year 2011-12 in the selected cities, per the Service Area Identification Paragraph of this Exhibit~~
 28 ~~A~~ smoke-free environments tailored to the Agreement, with replacement of retailers if necessary, to
 29 assist them in complying with existing city exterior window signage laws.

30 ~~5. Conduct an awareness program with a minimum of eight hundred sixty six (866)~~
 31 ~~community members at tobacco retail sites in the selected cities, per the Service Area Identification~~
 32 ~~Paragraph of this Exhibit A to the Agreement, regarding social sources of tobacco, including the~~
 33 ~~violation for providing tobacco to a minor, and increase by ten percent (10%) the knowledge of~~
 34 ~~individuals sampled (eight hundred sixty six [866] total) at tobacco retail sites.~~

35 ~~6. Develop at least one (1) new advertisement and display it in a minimum of seven (7) large~~
 36 ~~media outlets to raise community awareness of social sources of tobacco in the selected cities, per the~~
 37 ~~Service Area Identification Paragraph of this Exhibit A to the Agreement. Before media advertisement is~~
 38 ~~developed, formative research and focus group testing shall be conducted.~~

39 ~~7. Provide education to a minimum of two hundred forty two (242) tobacco retailers targeted~~
 40 ~~in FY 2011-12 in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to~~
 41 ~~the Agreement, with replacement of retailers if necessary, on how to reach the level of a “5 Star~~
 42 ~~Merchant.” A “5 Star Merchant” means compliance~~ target population of adults ~~with all laws governing~~
 43 ~~the sale and advertising of tobacco.~~

44 ~~8. Conduct an educational presentation on state tobacco access laws for a minimum of three~~
 45 ~~hundred forty five (345) community members that represent at least fifteen (15) different civic~~
 46 ~~organizations in the selected cities (excluding Mission Viejo), per the Service Area Identification~~
 47 ~~Paragraph of this Exhibit A to the Agreement,~~ behavioral health concerns and facilitate a training on

1 implementing smoke-free environment strategies with a minimum of fifty (50) community members
2 coming from each selected city.

3 ——— 9. Conduct an educational presentation on the “5 Star Merchant” program for a minimum of
4 three hundred forty five (345) community members that represent at least fifteen (15) different business
5 and/or law enforcement groups in the selected cities (excluding Mission Viejo), per the Service Area
6 Identification Paragraph of this Exhibit A to the Agreement, with a minimum of fifty (50) community
7 members coming from each selected city.

8 ——— 10. Conduct an educational presentation on lowering youth access to tobacco for a minimum of
9 three hundred forty five (345) community members that represent at least fifteen (15) different parent
10 groups in the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of
11 this Exhibit A to the Agreement, with a minimum of fifty (50) community members coming from each
12 selected city.

13 ——— 11. Retain existing members and expand the adult coalition/task force in each of the selected
14 cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the
15 Agreement, by recruiting new members, and build adult coalition/task force’s capacity and functioning
16 to participate in activities to reduce minors’ access to tobacco.

17 ——— 12. Create at least two (2) new ads and place them in 10 adults at least seven (7) large media
18 outlets in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the
19 Agreement, to raise awareness about the link between youth access to tobacco and tobacco uptake by
20 youth. Before media ads are developed, formative research and focus group testing shall be conducted.

21 ——— 13. Participate in a minimum of twelve (12) community events in the selected cities (excluding
22 Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, to
23 raise awareness about the issue of youth access to tobacco.

24 ——— 14. Build capacity within a minimum of twelve (12) organizations in the selected cities
25 (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the
26 Agreement, to integrate and sustain the “5 Star” Merchant Education and Award Program within their
27 infrastructure and operations.

28 ——— 15. Retain existing members and expand the youth coalition/task force in each of the selected
29 cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the
30 Agreement, by recruiting new members, and build youth coalition/task force’s capacity and functioning
31 to participate in activities to reduce minors’ access to tobacco.

32 ——— 16. Create a new Public Service Announcement (PSA) video to raise awareness about the issue
33 of youth access to tobacco, and place PSA video in a minimum of three (3) media outlets in the selected
34 cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement the targeted
35 intervention sites.

36 C. — PERFORMANCE OBJECTIVES – PERIOD PERIODS TWO AND THREE

37 — CONTRACTOR shall meet the following 1. The performance objectives and

complete the detailed activities specified in the TUPP Provider Manual actions plans for prevention services by June 30, 2014:

periods — 1. Educate a minimum of two hundred forty two (242) commercial tobacco retailers targeted during FY 2011-12 and FY 2012-13 in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement, three shall be developed in coordination with replacement of retailers if necessary, to decrease by twenty percent (20%) the number of stores willing to sell tobacco to minors.

— 2. Develop, purchase, TUPP staff and disseminate a minimum of five (5) new will be based upon period one process outcomes to ensure program's quality and evidence-based educational materials focusing on lowering youth access to tobacco. Two (2) of these educational materials effectiveness. Performance objectives and complete action plans for periods two and three shall be articles that will be placed in venues in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement, such as employee online newsletters, Chambers of Commerce publications, and parent newsletters.

— 3. Revise, purchase and disseminate a minimum of seventeen (17) promotional and incentive materials created during FY 2011-12 and FY 2012-13, and create, purchase, and disseminate a minimum of five (5) new ones focusing on lowering youth access to tobacco among the population in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement.

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— 4. Collaborate with a minimum of two hundred forty two (242) tobacco retailers targeted during FY 2011-12 and FY 2012-13 in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement, with replacement of retailers if necessary, to assist them in complying with existing city exterior window signage laws.

— 5. Conduct an awareness program with a minimum of nine hundred (900) community members at tobacco retail sites in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement, regarding social sources of tobacco, including the violation for providing tobacco to a minor, and increase by ten percent (10%) the knowledge of individuals sampled (nine hundred [900] total) at tobacco retail sites.

— 6. Develop at least one (1) new advertisement and display it in a minimum of seven (7) large media outlets to raise community awareness of social sources of tobacco in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement. Before media advertisement is developed, formative research and focus group testing shall be conducted.

— 7. Provide education to a minimum of two hundred forty two (242) tobacco retailers targeted during FY 2011-12 and FY 2012-13 in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement, with replacement of retailers if necessary, on how to reach the level of a "5 Star Merchant." A "5 Star Merchant" means compliance with all laws governing the sale and advertising of tobacco.

~~included in the TUPP Manual~~ 8. Conduct an educational presentation to three hundred sixty (360) community members from fifteen (15) different civic organizations in the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, on state tobacco access laws, their importance, and how to institutionalize an education program about this topic within their organization. A minimum of fifty (50) community members shall come from each selected city.

9. Conduct an educational presentation to three hundred sixty (360) community members from fifteen (15) different business and/or law enforcement groups in the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, on the “5 Star Merchant” program, its importance, and how to institutionalize this program within their organization. A minimum of fifty (50) community members shall come from each selected city.

10. Conduct an educational presentation to three hundred sixty (360) community members from fifteen (15) different parent groups in the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, on lowering youth access to tobacco, the importance of this topic, and how to institutionalize an education program about this topic within their organization. A minimum of fifty (50) community members shall come from each selected city.

11. Institutionalize the adult coalition/task force in each of the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, by either transferring coordination of it to at least one (1) existing community group in each city, or by

assisting the adult coalition/task force in establishing itself as an independent group in each city, to continue addressing the issue of youth access to tobacco after June 30, 2014.

12. Create at least two (2) new ads and place them in at least seven (7) large media outlets in the selected cities, per the Service Area Identification Paragraph of this Exhibit A to the Agreement, to raise awareness about the link between youth access to tobacco and tobacco uptake by youth. Before media ads are developed, formative research and focus group testing shall be conducted.

13. Participate in a minimum of fourteen (14) community events in the (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, to raise awareness about the issue of youth access to tobacco.

14. Educate at least twelve (12) organizations in the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, on the “5 Star” Merchant Education and Award Program, with the goal of institutionalizing the “5 Star” Merchant Education and Award Program within at least one (1) of those twelve (12) organizations.

15. Institutionalize the youth coalition/task force in each of the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement, by transferring coordination of it to at least one (1) existing community group in each city, to continue addressing the issue of youth access to tobacco after June 30, 2014.

~~16. Create a new Public Service Announcement (PSA) video to raise awareness about the issue of social sources of tobacco, and place the PSA in minimum of three (3) media outlets in the selected cities (excluding Mission Viejo), per the Service Area Identification Paragraph of this Exhibit A to the Agreement.~~

D. CONTRACTOR and ADMINISTRATOR may mutually agree to adjust the number of deliverables specified above in ~~Subparagraph~~ Subparagraphs B. and C. above in writing.

E. MEETINGS

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

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

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

~~F. REQUIRED APPROVALS~~

~~1. CONTRACTOR shall obtain written pre-approval from ADMINISTRATOR for any training within the County of Orange for which a fee is charged, and for all trainings outside the County of Orange, whether or not a fee is charged.~~

~~#~~

~~2. CONTRACTOR shall obtain written pre-approval from ADMINISTRATOR prior to the development of promotional and incentive items, educational materials, contents of packets, presentations, printed media, documents, advertisements, and any reports written for audiences other than TUPP, including data obtained for the purpose of producing reports that are utilized as interventions for tobacco prevention.~~

~~G~~ F. PATENTS AND COPYRIGHT MATERIALS

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

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2. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or delivered as part of this Agreement, whether or not published, which can be considered "works made for hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also agrees that the copyright to any and all such works made for hire under this Agreement, whether published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in 17 U.S.C.A.,

Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free, non-exclusive right to use, reproduce, and disseminate all such material.

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

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

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

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

HG. CONTRACTOR shall collaborate with tobacco cessation providers funded by COUNTY to promote the activities and services described within Exhibit A to this Agreement.

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

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

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

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

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

VII. STAFFING

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

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

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

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

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

4. No person shall be on parole or probation.

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

D. All individuals working directly with youth shall obtain an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing, prior to assuming a paid or volunteer position to supervise, direct, or coach a pupil activity program sponsored by or affiliated with a school district. The application to obtain a certificate is available at the Commission on Teacher Credentialing website at <http://www.ctc.ca.gov/credentials/online-services/DA-online-steps.html>.

CONTRACTOR shall submit to ADMINISTRATOR copies of the certificates for each individual who has successfully obtained an Activity Supervisor Clearance Certificate. Contractor shall keep copies for its records.

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

F. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a

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

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

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
<u>POSITION</u>	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
ADMINISTRATIVE STAFF			
Project Finance Director	0.0504	0.0504	0.04
President Accounting Manager	0.1308	0.1308	0.08
Accounting Specialist	0.08	0.08	0.08
Executive Assistant	0.05	0.05	0.05
ADMINISTRATIVE SUBTOTAL FTEs	0.1825	0.1825	0.25
PROGRAM STAFF			
Program Project Director	0.3515	0.3515	0.15
Program Coordinator Supervisor	1.000.25	1.000.25	0.25
Health Educator	0.502.00	0.502.00	2.00
PROGRAM SUBTOTAL FTEs	1.852.40	1.852.40	2.40
TOTAL FTEs	2.0365	2.0365	2.65

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in Subparagraph G., above.

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

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

K. EVALUATION – CONTRACTOR shall collaborate with ADMINISTRATOR for the

development of evaluation design, evaluation tools, and to create databases.

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

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