

AGREEMENT FOR PROVISION OF
TOBACCO ~~CESSATION~~ PREVENTION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

~~NHAN HOA COMPREHENSIVE HEALTH CARE CLINIC~~
COMMUNITY SERVICE PROGRAMS, INC.

JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2017

THIS AGREEMENT entered into this 1st day of July ~~2012~~2014, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and ~~NHAN HOA COMPREHENSIVE HEALTH CARE CLINIC~~, COMMUNITY SERVICE PROGRAMS, INC., a California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Tobacco ~~Cessation~~ Prevention Services (General Region) described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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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:	\$402,494750,000

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: ~~Nhan Hoa Comprehensive Health Care Clinic~~ Community Service Programs, Inc.
Attn: ~~Margot Carlson~~, Executive Director
~~7761 Garden Grove Blvd.~~
~~Garden Grove~~ 1821 E. Dyer Rd., Suite 200
~~Santa Ana, CA 92841~~ 92705

CONTRACTOR's Insurance Coverages:

5 of 25

<u>1</u>	<u>Coverage</u>	<u>Minimum Limits</u>
<u>2</u>		
<u>3</u>	<u>Commercial General Liability</u>	<u>\$1,000,000 per occurrence</u>
<u>4</u>		<u>\$2,000,000 aggregate</u>
<u>5</u>	<u>Automobile Liability, including coverage</u>	<u>\$1,000,000 per occurrence</u>
<u>6</u>	<u>for owned, non-owned and hired vehicles</u>	
<u>7</u>	<u>Workers' Compensation</u>	<u>Statutory</u>
<u>8</u>		
<u>9</u>	<u>Employer's Liability Insurance</u>	<u>\$1,000,000 per occurrence</u>
<u>10</u>	<u>Professional Liability Insurance</u>	<u>\$1,000,000 per claims made or</u>
<u>11</u>		<u>per occurrence</u>
<u>12</u>		
<u>13</u>	<u>Sexual Misconduct</u>	<u>\$1,000,000 per occurrence</u>
<u>14</u>	<u>//</u>	
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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:

41			
44	A.	ARRA	American Recovery and Reinvestment Act
55	B.	ASRS	Alcohol and Drug Programs Reporting System
66	C.	CCC	California Civil Code
77	D.	CCR	California Code of Regulations
88	E.	CEO	County Executive Office
99	F.	CFR	Code of Federal Regulations
100	G.	F. CHPP	COUNTY HIPAA Policies and Procedures
111	H.	G. CHS	Correctional Health Services
122	I.	COI	Certificate of Insurance
133	J.	H. D/MC	Drug/Medi-Cal
144	K.	I. DHCS	Department of Health Care Services
155	L.	J. DPFS	Drug Program Fiscal Systems
166	M.	K. DRS	Designated Record Set
177	N.	ePHI	Electronic Protected Health Information
188	O.	GAAP	Generally Accepted Accounting Principles
199	P.	L. HCA	Health Care Agency
200	Q.	M. HHS	Health and Human Services
221	R.	N. HIPAA	Health Insurance Portability and Accountability Act of 1996,
222		Public Law 104-191	
223	S.	O. HSC	California Health and Safety Code
224	T.	ISO	Insurance Services Office
225	U.	P. MHP	Mental Health Plan
226	V.	Q. OCJS	Orange County Jail System
227	W.	R. OCPD	Orange County Probation Department
228	X.	S. OCR	Office for Civil Rights
229	Y.	T. OCSD	Orange County Sheriff's Department
300	Z.	U. OIG	Office of Inspector General
331	AA.	V. OMB	Office of Management and Budget
332	AB.	W. OPM	Federal Office of Personnel Management
333	AC.	PA DSS	X. PADSS Payment Application Data Security Standard
334	AD.	Y. PC	State of California Penal Code
335	AE.	Z. PCI DSS	Payment Card Industry Data Security Standard

- 11 AF. ~~AA.~~ PHI Protected Health Information
- 22 AG. ~~AB.~~ PII Personally Identifiable Information
- 33 AH. ~~AC.~~ PRA Public Record Act
- 44 AI. SIR Self-Insured Retention
- 55 AJ. The HITECH Act The Health Information Technology for Economic and Clinical Health
- 66 Act, Public Law 111-005
- 77 AK. ~~AD.~~ ~~PSA~~ ~~Public Service Announcement~~
- 88 ~~AE.~~ TUPP Tobacco Use Prevention Program
- 99 AL. ~~AF.~~ USC United States Code
- 100 ~~AG.~~ AM. WIC State of California Welfare and Institutions Code

111 #

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

- 335 1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of

1 the relevant HCA policies and procedures relating to ADMINISTRATOR's HCA's Compliance Program,
2 HCA's Code of Conduct and General Compliance Trainings.

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

11 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
12 establish its own, provided CONTRACTOR's Compliance Program has 2.~~

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

17 //

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

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

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

31 6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
32 CONTRACTOR's CONTRACTOR Compliance Program and Code of Conduct contains all required
33 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made
34 aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

35 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 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. 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.

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.

3. 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.

4. 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 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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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.

67. 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~~

11 by ADMINISTRATOR's employees and contract providers:

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

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

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

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

112 #

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

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

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

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

226 **E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

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

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

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

336

337

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.

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

1 CONTRACTOR.

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

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

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

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

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

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

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

6 F. All Cost Reports ~~for each period~~ shall contain the following attestation, which may be typed
7 directly on or attached to the Cost Report:

8
9 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting
10 documentation prepared by _____ for the cost report period
11 beginning = _____ and ending _____ and that, to the best of my knowledge and
12 belief, costs reimbursed through this Agreement are reasonable and allowable and directly or
13 indirectly related to the services provided and that this Cost Report is a true, correct, and
14 complete statement from the books and records of (provider name) in accordance with applicable
15 instructions, except as noted. I also hereby certify that I have the authority to execute the
16 accompanying Cost Report.

17
18 Signed _____
19 Name _____
20 Title _____
21 Date _____ "

22 #
23 #

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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IX. EQUIPMENT

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

11 to ~~generally accepted accounting principles~~ GAAP.

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

88 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY
99 the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to
100 //
111 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is
122 purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

332 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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4 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

31 **E. QUALIFIED INSURER**

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

2. ~~C. All insurance~~ 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 Insurance	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. 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, 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.

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 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. 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

1 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
2 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

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

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11 **XII. INSPECTIONS AND AUDITS**

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

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

26 C. AUDIT RESPONSE

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

33 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
34 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
35 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
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11 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
22 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
33 // provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
44 reimbursement due COUNTY.
55

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

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

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134 **XIII. LICENSES AND LAWS**

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

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

245 ~~C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

355 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
366

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

ARRA of 2009.

Federal Code of Regulations, Title 42, 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

1 include any required funding statement information on social media when required by
2 ADMINISTRATOR.

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

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6 **XV. MAXIMUM OBLIGATION**

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

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11 **XVI. NONDISCRIMINATION**

12 A. EMPLOYMENT

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

17 ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for~~
18 ~~employment are free from discrimination~~ Additionally, during the term of this Agreement,

19 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
20 not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
21 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
22 over), sexual orientation, medical condition, or physical or mental disability.

23 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
24 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
25 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
26 for training, including apprenticeship. ~~There shall be posted~~

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

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

33 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
34 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
35 without regard to 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. Such ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity employer."~~ term EOE.

36. 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 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:

- a1. Denying a client or potential client any service, benefit, or accommodation.
- b2. 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.
- c3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d4. 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.
- e5. 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~~

1 of the following:

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

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

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

12 ~~C~~D. PERSONS WITH DISABILITIES – CONTRACTOR agrees and/or subcontractor agree to
13 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,
14 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC
15 12101; et seq.), as applicable, pertaining to the prohibition

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17 of discrimination against qualified persons with disabilities in all programs or activities; and if
18 applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter
19 amended together with succeeding legislation.

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

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

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29 **XVII. NOTICES**

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

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

35 2. When faxed, transmission confirmed;

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

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

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

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

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

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

19 #
20 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
21 any applicable public event or meeting. The notification must include the date, time, duration, location
22 and purpose of public event or meeting. Any promotional materials or event related flyers must be
23 approved by ADMINISTRATOR prior to distribution.

24
25 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

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

- 29 ~~1. State of California, Health and Safety Code §123145.~~
30 ~~2. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(e) and (j).~~

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

33 //
34 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
35 preparation, and confidentiality of records related to participant, client and/or patient records are met at
36

1 all times.

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

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

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

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

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

15
16 **XX. RESEARCH AND PUBLICATION**

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

19
20 **XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

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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

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. 1. 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.~~

~~2. 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.~~

~~5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or~~

1 services.

2 ~~_____~~ 96. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
3 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
4 salary advances or giving bonuses to CONTRACTOR's staff.

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

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

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

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

14 ~~_____~~ 138. Distributing or aiding in the distributing of sterile needles or syringes for the
15 hypodermic injection of any illegal drug.

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

17 ~~_____~~ 15. Severance pay for separating employees.

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

20 //

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

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

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

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

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

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

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

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

35 ~~_____~~ 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
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37 32 of 25

~~CONTRACTOR's participants:~~

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

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

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

4. 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 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

1 confidentiality, indemnification, audits, reporting and accounting.

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

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10 **XXVI. TERMINATION**

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

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

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

- 19 1. The loss by CONTRACTOR of legal capacity.
- 20 2. Cessation of services.
- 21 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
22 another entity without the prior written consent of COUNTY.

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

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

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

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

33 //

34 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

19 ~~3~~ 3. Until the date of termination, continue to provide the same level of service required
20 by this Agreement.

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

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

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

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

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

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

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55 **XXVII. THIRD PARTY BENEFICIARY**

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

99
100 **XXVIII. WAIVER OF DEFAULT OR BREACH**

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

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

~~NHAN HOA COMPREHENSIVE HEALTH CARE CLINIC~~

COMMUNITY SERVICE PROGRAMS, INC.

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

1 APPROVED AS TO FORM
2 OFFICE OF THE COUNTY COUNSEL
3 ORANGE COUNTY, CALIFORNIA

4

5

6 BY: _____ DATED: _____

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DEPUTY

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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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COMMUNITY SERVICE PROGRAMS, INC.

11 EXHIBIT A
 22 TO AGREEMENT FOR PROVISION OF
 33 TOBACCO ~~CESSATION SERVICES~~ PREVENTION
 44 WITH
 55 ~~NHAN HOA COMPREHENSIVE HEALTH CARE CLINIC~~
 66 BETWEEN
 77 COUNTY OF ORANGE
 88 AND
 99 COMMUNITY SERVICE PROGRAMS, INC.
 100 JULY 1, ~~2012~~ 2014 THROUGH JUNE 30, ~~2014~~ 2017

111
112 **I. SERVICE AREA IDENTIFICATION**

113 CONTRACTOR agrees to provide Tobacco ~~Cessation~~ Prevention Services in ~~the West Region of~~
 114 Orange ~~County, California. The West Region is defined in the TUPP Cessation Provider Manual.~~ Unified
 115 School District and Huntington Beach Union High School District, focusing on two high schools per
 116 district, for a total of four high schools.

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118 **II. BUDGET**

119 A. The following budget is set forth for informational purposes only and may be adjusted by mutual
 120 agreement, in writing, by ADMINISTRATOR and CONTRACTOR.
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	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
ADMINISTRATIVE COST			
Salaries	\$ 19,821 15,027	\$ 19,821 15,027	\$ 15,027
Benefits	2,973 4,251	2,973 4,251	4,251
Services and Supplies	— 0,825	— 0,825	2,825
SUBTOTAL ADMINISTRATIVE COST	\$ 22,794 103	\$ 22,794 103	\$ 22,103
PROGRAM COST			
Salaries	\$106,174 122,13	\$106,174 122,13	\$122,134
Benefits	15,926 32,403	15,926 32,403	32,403
Services and Supplies	51,353 53,360	51,353 53,360	53,360
Subcontracts	— 520,000	— 520,000	20,000
SUBTOTAL PROGRAM COST	\$178,453 227,89	\$178,453 227,89	\$227,897
TOTAL COST	\$201,247 250,00	\$201,247 250,00	\$250,000
	<u>0</u>	<u>0</u>	

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its 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 cessation campaign and \$8,000.00 per period for advertisement placement of the mass media 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

1 evaluator or a staff member experienced in comprehensive evaluation methodology, or a combination of
2 both.

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

5
6 **III. DEFINITIONS**

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

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

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

16 ~~C.~~ B. TUPP means Tobacco Use Prevention Program.

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

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

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23 **IV. PAYMENTS**

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

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

1 below.

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

7 3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the
8 interim payment amounts are less than the actual cost of providing services, ADMINISTRATOR may
9 authorize a supplemental payment to CONTRACTOR by an amount not to exceed the difference
10 between the year-to-date interim payment amount to CONTRACTOR and the year-to-date actual cost
11 incurred by CONTRACTOR.

12 B. CONTRACTOR’s billing shall be on a form approved or supplied by COUNTY and provide
13 such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th) calendar
14 day of each month and payments to CONTRACTOR should be released by COUNTY no later than
15 twenty-one (21) calendar days after receipt of the correctly completed billing form.

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

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

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

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

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31 **V. REPORTS**

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

1 Provider Manual.

2 B. EXPENDITURE-REVENUE REPORTS – CONTRACTOR shall submit expenditure and
3 revenue reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a
4 form approved or provided by ADMINISTRATOR, and shall report actual costs and revenues for each
5 of the CONTRACTOR’s program(s) or cost center(s) described in the Services Paragraph of this Exhibit
6 A to the Agreement. These reports are due to ADMINISTRATOR by the ~~tenth (10th)~~ twentieth (20th)
7 calendar day of each month following the end of the month being reported.

8 C. ~~MONTHLY ACTIVITY PLAN (MAP)~~ INTERVENTION REPORT FORM (IRF) –
9 CONTRACTOR shall submit on a format provided by ADMINISTRATOR, a monthly intervention
10 report form documenting progress toward Tobacco Cessation/Prevention project performance outcomes.
11 These reports are due to ADMINISTRATOR by the tenth (10th) calendar day of the month following the
12 report month.

13 D. MONTHLY NARRATIVE REPORTS – CONTRACTOR shall submit a monthly narrative
14 report documenting progress toward project performance outcomes set forth in the TUPP Provider
15 Manual, project successes, and plans for the following month. These reports are due to
16 ADMINISTRATOR by the fifth (5th) calendar day of each month following the end of the month being
17 reported. CONTRACTOR shall use the monthly Tobacco Settlement Revenue narrative format provided
18 by ADMINISTRATOR. The first monthly narrative report is due to ADMINISTRATOR by
19 August ~~6, 2012~~ 5, 2014.

20 E. PROJECTION REPORTS – CONTRACTOR shall submit quarterly projection reports to
21 ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR,
22 and shall include actual costs and anticipated year-end costs for each of the CONTRACTOR's
23 program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement.
24 These reports are due to ADMINISTRATOR by October 10, ~~2012~~ 2014, January 9, ~~2013~~ 2015, and April
25 ~~9, 2013~~ 10, 2015 for Period One, ~~and~~; October 9, ~~2013~~ 2015, January ~~9, 2014~~ 8, 2016, and April ~~10,~~
26 ~~2014~~ 8, 2016 for Period Two; ~~and~~ October 10, 2016, January 10, 2017, and April 10, 2017 for Period
27 Three, unless otherwise agreed to in writing by ADMINISTRATOR.

28 F. STAFFING REPORTS – CONTRACTOR shall submit staffing reports to ADMINISTRATOR
29 in support of the monthly invoice. These reports shall be on a form provided by ADMINISTRATOR,
30 and shall include actual hours worked by each staff member. These reports shall also identify staff
31 member(s) who have taken Compliance Training in accordance with the Compliance Paragraph of this
32 Agreement. These reports are due to ADMINISTRATOR by the ~~tenth (10th)~~ twentieth (20th) calendar
33 day of each month following the end of the month being reported.

34 G. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by
35 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder. These
36 reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR shall be
37 specific as to the nature of the information requested and, when possible, shall allow thirty (30) calendar

11 days for CONTRACTOR to respond.

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

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

19 J. CONTRACTOR shall not use reports produced as the result of providing Tobacco
20 ~~Cessation~~Prevention Services, or data obtained for the purpose of producing such reports, without the
21 express written consent of ADMINISTRATOR. All reports shall indicate that the County of Orange
22 Health Care Agency – Tobacco Use Prevention Program funds CONTRACTOR’s services.

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

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

27 **VI. SERVICES**

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

34 B. PERFORMANCE OBJECTIVES – PERIOD ONE

35 CONTRACTOR shall meet the following performance objectives and complete the detailed
36 activities specified in the TUPP Provider Manual for ~~cessation~~prevention services by June 30,
37 ~~2013-2015~~:

38 1. Collaborate with four target high schools in the two selected catchment areas of OUSD and
39 HBUHSD to conduct tobacco prevention education to at least 60% of the 9th grade students at each of
40 the four high schools (two schools from each selected school district), for a total of at least 804 9th grade

41 //
42 students from HBUHSD and 702 9th grade students from OUSD. The grand total to be educated will be
43 at least 1,506 9th grade students.

44 2. Coordinate at least one parent town hall meeting/event at each of the four target high
45 schools, for a total of at least four town hall meetings/events, reaching a total of 200 parents within the
46 two target school districts.

3. Develop and produce a minimum of 5 supplemental tobacco prevention educational materials tailored for ninth grade students at the four target high schools to be used to enhance youth workshops and youth engagement activities.

4. Establish and coordinate a youth task force at each of the four target high schools, with a minimum of 1 school staff member, 1 parent, and 5 youth task force members from each high school, to participate in PATH focus groups and youth engagement activities.

5. Partner with the Orange and Huntington Beach Police Department to assess illegal tobacco sales to youth at 146 tobacco retail sites in the areas surrounding the four selected high schools.

6. Collaborate with 146 tobacco retailers in the two catchment areas of OUSD and HBUHSD to provide merchant education on tobacco related laws.

7. In coordination with TUPP's social marketing consultant, develop and implement a social sources educational campaign in the two (2) selected catchment areas, which will raise awareness of the legal consequences of providing tobacco to minors.

8. Establish and maintain a recognition program that rewards tobacco retailers around the four target high schools in the two catchment areas that comply with youth access laws and regulations.

1. Adult Services:

~~a.. At least three hundred thirteen (313) adult tobacco users from the West region will participate in either a structured telephone counseling program or an in-person individualized cessation counseling session with either one being sixty (60) minutes in length. Each service will involve an initial scheduling call and a follow-up call, in addition to the thirty (30) calendar day and one hundred eighty (180) calendar day follow-up calls. Twenty percent (20%) of the three hundred thirteen (313) participants shall report an abstinence from tobacco use six (6) months after completing the service.~~

~~b. At least one hundred sixteen (116) adult tobacco users from the West region will participate in a one-time seminar that is one hour and a half (1½) in length, or two (2) seminars that are each forty five (45) minutes in length. Each participant shall receive a scheduling call and two (2) follow-up calls at thirty (30) calendar days and one hundred eighty (180) calendar days after completing the service. Twenty percent (20%) of the one hundred sixteen (116) participants shall report abstinence from tobacco use six (6) months after completing the service.~~

~~c. At least one hundred twelve (112) adult tobacco users from the West region will participate in a series of five (5) sixty (60)-minute cessation sessions. An individual must attend at least three (3) cessation classes to be counted as a participant. Each participant shall receive a follow-up call at thirty (30) and one hundred eighty (180) calendar days after completing the service. Twenty percent (20%) of the one hundred twelve (112) participants shall report abstinence from tobacco use six (6) months after completing the service.~~

~~d. At least eighty (80) adult tobacco users from the West region will participate in a series of either five (5) cessation classes, one-time seminar that is one hour and a half (1-1/2) in length, or two (2) seminars that are each forty five (45) minutes in length, that focuses on those adults living in sober~~

~~11 living facilities or treatment facilities. An individual must attend at least all seminar sessions and three
22 (3) of the five (5) cessation classes to be counted as a participant. Each participant shall receive a
33 follow up call at thirty (30) and one hundred eighty (180) calendar days after completing the service.~~

~~44 2. Youth Services:~~

~~55 a. At least one hundred sixteen (116) youth tobacco users from the West region will
66 participate in a series of at least five (5) cessation sessions, which are at least forty five (45) minutes in
77 length. An individual has to attend at least three (3) cessation classes to be counted as a participant.
88 Each participant will receive an initial scheduling call and two (2) follow up calls at thirty (30) and one
99 hundred eighty (180) calendar days after completing the service. Twenty percent (20%) of the one
100 hundred sixteen (116) youth served shall report abstinence from tobacco use six (6) months after
111 completing the service.~~

~~112 b. At least sixty six (66) youth tobacco users from the West region will participate in a
113 one time seminar that is at least one (1) hour long. Each participant will receive an initial scheduling
114 call and two (2) follow up calls at thirty (30) and one hundred eighty (180) calendar days after
115 completing the service. Twenty percent (20%) of the sixty six (66) youth shall report abstinence from
116 tobacco use six (6) months after completing the service.~~

~~117 3. Cessation Promotion Services:~~

~~118 a. Recruit and maintain two hundred (200) health care professionals and/or allied health
119 care professionals, of whom thirty three percent (33%) shall be dental, orthodontic, periodontal, or
120 endodontic practitioners, to provide their patients with cessation materials and/or referrals to
121 1-866-NEW-LUNG line. At least twenty five (25) of the overall outreach sites will be located in the
122 southern part of the funded region, twenty five (25) of these sites must be around the six sites of
123 Prevention Project Two and fifty (50) of these sites can be from the previous year. (Map and sites will
124 be provided by TUPP.)~~

~~125 b. Recruit and maintain one hundred (100) businesses, community organizations and
126 medical facilities that provide services to mothers and/or expectant mothers who use tobacco to provide
127 their clients with cessation materials and/or referrals to 1-866-NEW-LUNG line. At least twenty five
128 (25) of the overall outreach sites must be located in the southern part of the funded region, twenty five
129 (25) of these sites can be from previous year, and twenty five (25) of these sites must be around the six
130 sites of Prevention Project Two. (Map and sites will be provided by TUPP.)~~

~~131 #~~

~~132 c. Conduct a mass media cessation promotion project in funded region and surrounding
133 areas such as schools, colleges, businesses, and medical facilities, to promote the 1-866-NEW-LUNG
134 line and cessation services aimed at the general public. Contractor shall develop a minimum of four (4)
135 new media advertisements and place them in at least fifteen (15) large media outlets, with five (5) of the
136 media outlets being located in the southern part of the funded region. Before media advertisements are
137 developed, formative research and focus group testing shall be conducted.~~

~~d. Develop, purchase, and disseminate a minimum of five (5) new and evidence-based tobacco educational materials focusing on promotion of the 1-866-NEW-LUNG line and increasing quit attempts of tobacco use. Two (2) of these educational materials shall be placed in venues such as employee online newsletters, print media, or educational brochures.~~

~~e. Revise, purchase, and disseminate a minimum of twelve (12) promotional and incentive materials created in the previous year, and create, purchase, and disseminate a minimum of five (5) new ones focusing on promotion of the 1-866-NEW-LUNG line and increasing quit attempts of tobacco use. These materials shall support the promotion of the other objectives focused on adults and youth in the funded region.~~

~~f. Create a new PSA video promoting the 1-866-NEW-LUNG line and free tobacco cessation services, and place it in at least three (3) major media outlets.~~

C. PERFORMANCE OBJECTIVES – PERIODS TWO AND THREE

~~CONTRACTOR shall meet the following 1. The performance objectives and complete the detailed activities specified in the TUPP Provider Manual actions plans for cessation services by June 30, 2014.~~

1. Adult Services:

~~a. At least periods two and three hundred twenty (320) adult tobacco users from the West region will participate in either a structured telephone counseling program or an in-person individualized cessation counseling session, with either one being sixty (60) minutes in length. Each service will involve an initial scheduling call and a follow-up call, in addition to the thirty (30) calendar day and one hundred eighty (180) calendar day follow-up calls. Twenty percent (20%) of the three hundred twenty (320) participants shall report abstinence from tobacco use six (6) months after completing the service.~~

~~b. At least one hundred twenty two (122) adult tobacco users from the West region will participate in a one-time seminar that is one hour and a half (1½) in length, or two (2) seminars that are each forty five (45) minutes in length. Each participant shall receive a scheduling call and two (2) follow-up calls at thirty (30) calendar days and one hundred eighty (180) calendar days after completing the service. Twenty percent (20%) of the one hundred twenty two (122) participants shall report abstinence from tobacco use six (6) months after completing the service.~~

~~c. At least one hundred eighteen (118) adult tobacco users from the West region will participate in a series of five (5) sixty (60)-minute cessation sessions. An individual must attend at least three (3) cessation classes to shall be counted as a participant. Each participant shall receive a follow-up call at thirty (30) and one hundred eighty (180) calendar days after completing the service. Twenty percent (20%) of the one hundred eighteen (118) participants shall report abstinence from tobacco use six (6) months after completing the service.~~

~~d. At least one hundred (100) adult tobacco users from the West region will participate in a series of either five (5) cessation classes, one-time seminar that is one hour and a half in length, or two (2) seminars that are each forty five (45) minutes in length that focuses on those adults living in sober~~

~~11 living facilities or treatment facilities. An individual must attend at least all seminar sessions and three
22 (3) of the five (5) session classes to be counted as a participant. Each participant shall receive a follow-
33 up call at thirty (30) and one hundred eighty (180) calendar days after completing the service.~~

~~44 2. Youth Services:~~

~~55 a. At least one hundred twenty two (122) youth tobacco users from the West region will
66 participate in a series of at least five (5) cessation sessions, which are at least forty five (45) minutes in
77 length. An individual has to attend at least three (3) cessation classes to be counted as a participant.
88 Each participant will receive an initial scheduling call and two (2) follow-up calls at thirty (30) and one
99 hundred eighty (180) calendar days after completing the service. Twenty percent (20%) of the one
100 hundred twenty two (122) youth served shall report abstinence from tobacco use six (6) months after
111 completing the service.~~

~~112 b. At least seventy (70) youth tobacco users from the West region will participate in a one-
113 time seminar that is at least one (1) hour long. Each participant will receive an initial scheduling call
114 and two (2) follow-up calls at thirty (30) and one hundred eighty (180) calendar days after completing
115 the service. Twenty percent (20%) of the seventy (70) youth shall report an abstinence from tobacco use
116 six (6) months after completing the service.~~

~~117 3. Cessation Promotion Services:~~

~~118 a. Recruit and maintain two hundred forty nine (249) health care professionals and/or
119 allied health care professionals, of whom thirty three percent (33%) shall be dental, orthodontic,
120 periodontal, or endodontic practitioners, to provide their patients with cessation materials and/or
121 referrals to 1-866-NEW-LUNG line. At least forty (40) of the overall outreach sites will be located in
122 the southern part of the funded region, fifty (50) of these sites must be around the six (6) sites of
123 Prevention Project Two, and seventy five (75) of these sites can be from the previous year. (Map and
124 sites will be provided by TUPP.)~~

~~125 b. Recruit and maintain one hundred fifty (150) businesses, community organizations and
126 medical facilities that provide services to mothers and or expectant mothers who use tobacco to provide
127 their clients with cessation materials and/or referrals to 1-866-NEW-LUNG line. At least fifty (50) of
128 the overall outreach sites must be located in the southern part of the funded region, thirty eight (38) of
129 these sites can be from previous year, and twenty five (25) of these sites must be around the six sites of
130 Prevention Project Two. (Map and sites will be provided by TUPP.)~~

~~131 c. Conduct a mass media cessation promotion project in funded region and surrounding
132 areas such as schools, colleges, businesses, and medical faculties, to promote the 1-866-NEW-LUNG
133 line and cessation services aimed at the general public. Contractor shall develop a minimum of four (4)
134 new media advertisements and place them in at least fifteen (15) large media outlets, with five (5) of the
135 media outlets being located in the southern part of the funded region. Before media advertisements are
136 developed, formative research in coordination with TUPP staff and focus group testing shall will be
137 conducted.~~

~~11~~ ——— d. Develop, purchase, and disseminate a minimum of five (5) new and evidence-based
~~22~~ tobacco educational materials focusing on promotion of the 1-866-NEW-LUNG line and increasing quit
~~33~~ attempts of tobacco use. Two (2) of these educational materials shall be placed in
~~44~~ venues such as employee online newsletters, print media, or educational brochures.

~~55~~ ——— e. Revise, purchase, and disseminate a minimum of seventeen (17) promotional and
~~66~~ incentive materials created in the previous year, and create, purchase, and disseminate a minimum of five
~~77~~ (5) new ones focusing on promotion of the 1-866-NEW-LUNG line and increasing quit attempts of
~~88~~ tobacco use. These materials shall support the promotion of the other upon period one process outcomes
~~99~~ to ensure program’s quality and effectiveness. Performance objectives focused on adults and youth in
~~100~~ the funded region and complete action plans for periods two and three shall be included in the TUPP
~~111~~ Manual.

~~112~~ ——— f. Create a new PSA video promoting the 1-866-NEW-LUNG line and free tobacco
~~113~~ cessation services, and place it in at least three (3) major media outlets.

~~114~~ — D. CONTRACTOR and ADMINISTRATOR may mutually agree to adjust the number of
~~115~~ deliverables specified above in Subparagraphs B. and D. C. above in writing.

~~116~~ — E. MEETINGS

~~117~~ 1. CONTRACTOR and ADMINISTRATOR shall meet at least once a month to discuss
~~118~~ program and strategic issues. ADMINISTRATOR and CONTRACTOR shall agree to the meeting dates
~~119~~ in writing.

~~200~~ 2. CONTRACTOR shall invite ADMINISTRATOR to all regional meetings scheduled by
~~211~~ CONTRACTOR.

~~222~~ 3. CONTRACTOR’s Executive Director, Project Coordinator, or designee who has authority
~~223~~ to make decisions, shall participate in meetings related to the provision of services pursuant to this
~~224~~ Agreement, when requested by ADMINISTRATOR.

~~225~~ — F. REQUIRED APPROVALS

~~226~~ ——— 1. CONTRACTOR shall obtain written pre-approval from ADMINISTRATOR for any
~~227~~ training within the County of Orange for which a fee is charged, and for all trainings outside the County
~~228~~ of Orange, whether or not a fee is charged.

~~209~~ ——— 2. CONTRACTOR shall obtain written pre-approval from ADMINISTRATOR prior to the
~~300~~ development of promotional and incentive items, educational materials, contents of packets,
~~311~~ presentations, printed media, documents, advertisements, and any reports written for audiences other
~~332~~ than TUPP, including data obtained for the purpose of producing reports that are utilized as
~~333~~ interventions for tobacco prevention.

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12 **E. PATENTS AND COPYRIGHT MATERIALS**

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

6 2. CONTRACTOR agrees that any and all "works of authorship," as defined in
7 17 United States Code Annotated (U.S.C.A.), Section 102(a) which are created, produced, developed, or
8 delivered as part of this Agreement, whether or not published, which can be considered "works made for
9 hire" per 17 U.S.C.A., Section 101, shall be considered works made for hire. CONTRACTOR also
10 agrees that the copyright to any and all such works made for hire under this Agreement, whether
11 published or unpublished, belongs to COUNTY from the moment of creation as that term is defined in
12 17 U.S.C.A., Section 101. CONTRACTOR agrees that COUNTY shall have a royalty-free,
13 non-exclusive right to use, reproduce, and disseminate all such material.

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

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

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

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

29 **HF.** CONTRACTOR shall collaborate with tobacco prevention providers funded by COUNTY to
30 promote the activities and services described within this Agreement.

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

1 action plan. Approval of the request shall be at the sole discretion of ADMINISTRATOR.

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

7 ~~I—K. SOCIAL MEDIA—If a project related to social media is to be used, CONTRACTOR shall
8 develop necessary policies and procedures and keep them on file.~~

9 —L. CONTRACTOR agrees to comply with the terms and requirements as directed in the
10 Cessation/Prevention Provider Manual.

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

13
14 **VII. STAFFING**

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

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

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

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

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

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

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

32 D. All individuals working directly with youth shall obtain an Activity Supervisor Clearance
33 Certificate issued by the Commission on Teacher Credentialing, prior to assuming a paid or volunteer
34 position to supervise, direct, or coach a pupil activity program sponsored by or affiliated with a school
35 district. The application to obtain a certificate is available at the Commission on Teacher Credentialing
36 website at [http://www.etc.ca.gov/credentials/online-services/DA-online-](http://www.etc.ca.gov/credentials/online-services/DA-online-steps.html)
37 [steps.html](http://www.etc.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			
Executive Finance Director	0.1505	0.1505	0.05
Project Director Accounting Manager	0.2508	0.2508	0.08
Accountant	0.08	0.08	0.08
Executive Assistant	0.05	0.05	0.05
ADMINISTRATIVE	0.4026	0.4026	0.26
SUBTOTAL TOTAL FTEs			
PROGRAM STAFF			
Project Program Director/Counselor	0.7515	0.7515	0.15
Program Supervisor	0.25	0.25	0.25
Program Coordinator/Counselor	1.00	1.00	1.00
Health Educator			

11	Health Educator	1.00	1.00	1.00
22	Cessation Counselor Health	0.50	0.50	0.50
33	Educator			
44	Cessation Associate	0.60	0.60	
55	PROGRAM SUBTOTAL FTEs	2.8590	2.8590	2.90
66				
77	TOTAL FTEs	3.2516	3.2516	3.16

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

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~~I~~
H. 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.

I. 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.

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

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