

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.
No new supplemental items will be added to the agenda following close of business on Friday.*

October 5, 2021

PRESENTATIONS (9:00 A.M.)

Chairman Do and Vice Chairman Chaffee will be presenting a resolution to Dr. Audrey Rivera Gomez, Mexican Consulate's Head Consul, recognizing National Hispanic Heritage Month

CONSENT

3. Continued to 11/2/21, 9:30 A.M.

DISCUSSION

13. Revised Title to read:
County Executive Office - Acting as the Orange County Flood Control District - Accept highest bid offer (\$31,815,000); approve Offer and Agreement with San Bernardino Valley Municipal Water District for purchase of 1,657-acre parcel of surplus property owned by Orange County Flood Control District in City of Highland; and authorize Chief Real Estate Officer or designee to execute agreement, amendments and take related actions under certain conditions; *adopt resolution declaring 1,657-acre parcel of property as exempt Surplus Land pursuant to Government Code subdivision 54221(f)(1)(D); and making California Environmental Quality Act and other findings* - All Districts
14. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted by *Social Services Agency, OC Community Resources, Sheriff-Coroner, District Attorney and Health Care Agency* in 10/5/21 grant report and other actions as recommended; *adopt resolution authorizing Sheriff-Coroner or designee to accept \$60,000 grant funding and execute related documents from California Department of Parks and Recreation, Division of Boating and Waterways for abandoned watercraft abatement; adopt resolutions authorizing District Attorney or designee to execute grant award agreements and amendments with California Department of Insurance for Disability and Healthcare Insurance Fraud Program (\$1,170,405) and Automobile Insurance Fraud Program (\$1,040,577), 7/1/21 - 6/30/22; and making California Environmental Quality Act and other findings* - All Districts

CLOSED SESSION

CS-1. Deleted

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 13 and 14

REVISIONS AND SUPPLEMENTALS TO OCTOBER 5, 2021 AGENDA - PAGE 1 OF 2

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*


No new supplemental items will be added to the agenda following close of business on Friday.

Supplemental Item(s)

- S14A. **Continued to 10/19/21, 9:30 A.M.**
Health Care Agency - Approve contracts MA-042-22010163 with Institute for Healthcare Improvement for population health and equity partnership services (\$1,761,531); MA-042-22010253 with Multi-Ethnic Collaborative of Community Agencies for partner outreach engagement and grants administrative support services (\$15,300,000); MA-042-22010254 with Wilson and Associates Coaching and Consulting, LLC for consultative services (\$240,000); MA-042-22010255 with Advance OC for OC Health Equity Map Community Engagement and Platform Enhancements services (\$600,000); MA-042-22010251 with Desert Vista Consulting, LLC for grant activities evaluation services (\$450,000); MA-042-22010256 with Public Health Institute for health equity technical assistance services (\$200,000) and MA-042-22010330 with Celery Design Collaborative, LLC. for OC Health Equity Coalition Media and Communication Campaign services (\$200,000), 9/28/21 - 9/13/23; and authorize County Procurement Officer or authorized Deputy to exercise cost contingency increase not to exceed 10% under certain conditions and execute contracts - All Districts (Continued from 9/28/21, Item S35B)
- S14B. **Health Care Agency** - Approve amendment 4 to contract MA-042-20010886 with Charitable Ventures of Orange County for early childhood and youth mental health consultation services, 9/29/21 - 6/30/22 (\$1,000,000; cumulative total \$3,140,301); and authorize County Procurement Officer or authorized Deputy to execute amendment - All Districts (Continued from 9/28/21, Item S35E)
- S14C. **County Executive Office** - Approve lease agreement with Charles H. Manh and Anh Manh, Co-Trustees of the Manh Family Trust for 7,641 rentable square feet of office space for multi-agency use at 15496 Magnolia Street, Westminster, 120 months term; authorize Chief Real Estate Officer or designee to execute lease agreement, subsequent documents and amendments that make non-monetary and/or monetary changes under certain conditions; and make California Environmental Quality Act and other findings - District 1
- S14D. **Supervisor Foley** - Orange County Planning Commission - Appoint Daniel Morgan, Costa Mesa, for term concurrent with 2nd District Supervisor's term of office
- S14E. **Sheriff-Coroner** - Adopt resolution ratifying proclamation of local emergency by the Chairman for 2021 P00547 Incident – Marine Oil Spill; and set review to determine need for continuing local emergency for 10/19/21, 9:30 a.m., and every 60 days thereafter until terminated – All Districts (*2/3 vote to add item to the agenda*)
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION - Pursuant to Government Code Section 54956.9(d)(2):
Number of Cases: Eight Cases
- SCS3. **County Counsel** – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: INITIATION OF LITIGATION – Pursuant to Government Code Section 54956.9(d)(4):
Number of Cases: Multiple (*2/3 vote of members present*)



Continuation or Deletion Request

Date: October 4, 2021
To: Clerk of the Board of Supervisors
From: James Treadaway, OC Public Works Director 
Re: ASR Control #: 21-000686, Meeting Date 10/5/2021 Agenda Item No. # 3
Subject: Approve Traffic Committee Report for July 2021 Meeting

Request to continue Agenda Item No. # 3 to the 11/2/2021 Board Meeting.

Comments: OC Public Works is requesting the continuation in order to conduct additional community outreach.

Request deletion of Agenda Item No. # _____

Comments:



Revision to ASR and/or Attachments

Date: September 22, 2021
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Office
Re: ASR Control #: 21-000806, Meeting Date 10/5/21, Item No. # 13
Subject: Approval of Highest Bidder for Purchase of the Greenspot Property

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

2021 SEP 22 PM 2:40

RECEIVED

Explanation:

Additional Recommended Action added, changes to Background Information, addition of Attachment B – Resolution and Attachment C – Government Code Section 54221.

Revised Recommended Action(s)

4. Adopt Resolution declaring the a 1,657-acre parcel of property owned by the Orange County Flood Control District in City of Highland, California, as exempt Surplus Land pursuant to Government Code subdivision 54221(f)(1)(D), and finding that the noticing requirements of Government Code subdivision 54221 are not applicable.

Make modifications to the:

Subject Background Information Summary Financial Impact

On September 8, 2021, the District accepted oral bids from the Responsive Bidders. A total of 18 orals bids were received from the Responsive Bidders including nine from SBVMWD, eight from Shopoff Advisors LP, and one from Redlands Parks Conservancy. The highest oral bid received was from SBVMWD in the amount of \$31,815,000. As required, SBVMWD submitted a cashier's check in the amount of \$500,000 payable to the Orange County Flood Control District and signed a new Offer and Agreement to Purchase Real Property with the new bid amount. The \$31,815,000 bid from SBVMWD, as the highest bid, is submitted to the Board for approval.

The District also requests the Board adopt a Resolution declaring the Greenspot Property as exempt Surplus Land and finding that noticing requirements of Government Code subdivision 54221 are not applicable. Sale of surplus property to a local agency is deemed exempt Surplus Land and exempt from the noticing requirements of the Surplus

Land Act. Therefore, the sale of the Greenspot Property from the District to SBVMWD, two local agencies, falls under the exemptions described above.

SBVMWD is a public agency responsible for long-range water supply for the San Bernardino Valley by importing water into the service area through participation in the State Water Project and manages groundwater storage within its boundaries. SBVMWD was incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000, et seq., as amended) and its enabling act includes a broad range of powers to provide water, as well as wastewater and storm water disposal, recreation, and fire protection services. SBVMWD plans to use the Greenspot Property for public purposes that include water-related infrastructure, including reservoir(s), pipelines, and other appurtenances, for monitoring, management, and conservation of land to provide habitat and species compensatory mitigation, and for open-space purposes.

Revised Attachments (attach revised attachment(s) and redlined copy(s))

Added Attachment B and Attachment C

Attachment B – Resolution

Attachment C – Government Code Section 54221

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA ACTING ON
BEHALF OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT
DECLARING CERTAIN PUBLIC PROPERTY AS EXEMPT SURPLUS LAND,
PURSUANT TO GOVERNMENT CODE SECTION 54220, ET SEQ. AND
AUTHORIZING THE TRANSFER OF OWNERSHIP TO THAT PROPERTY TO THE
SAN BERNARDINO VALLEY WATER MUNICIPAL DISTRICT
OCTOBER 5, 2021**

WHEREAS, the Orange County Flood Control District (“District”) owns a vacant 1,657 acre parcel in the southeastern-most portion of the City of Highland, south of the San Bernardino National Forest; east of the Santa Ana River and Greenspot Road; and north of Mill Creek Road (“Property”); and

WHEREAS, Government Code subdivision 54221(f)(1)(D) and section 54222.3 designates certain surplus property as “exempt” from the provisions of Article 8 (commencing with Section 54220) of Chapter 5 of Division 2 of Title 5 of the Government Code (the “Act”); and

WHEREAS, the Act authorizes the District to sell surplus real properties in the manner proposed therein; and

WHEREAS, because that Property, described and shown on Exhibit A, which by this reference is incorporated herein, is no longer needed by the District, the Board of Supervisors, acting on behalf of the District, after a public sale process has determined it is in the best interest of the District to transfer the Property to the San Bernardino Valley Water Municipal District, a local public agency (“Water District”) pursuant to an offer and agreement to purchase real property; and

WHEREAS, the Property is not (i) within a coastal zone, (ii) adjacent to a historical unit of the State Parks System, (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places or (iv) within the Lake Tahoe region as defined in Government Code section 66905.5; and

WHEREAS, there is no present or contemplated use of the Property that would preclude the County from declaring the Property as surplus to the needs of the District; and

WHEREAS, transferring ownership to the Water District serves the public purposes of the Water District, which uses could include using the Property for water-related

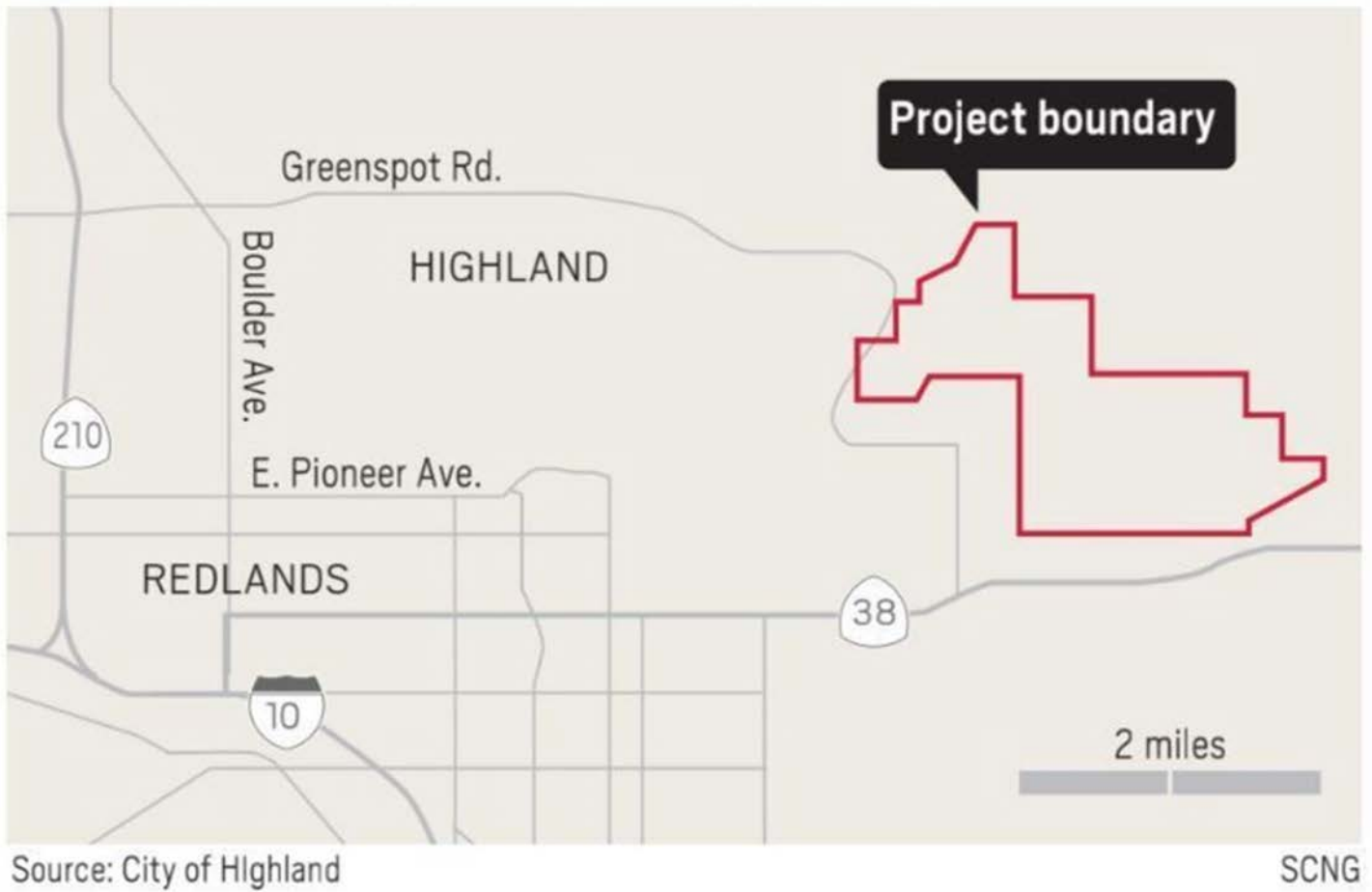
infrastructure, including reservoir(s), pipelines, and other appurtenances, for monitoring, management, and conservation of land to provide habitat and species compensatory mitigation, and for open-space purposes; and

WHEREAS, the County now desires to declare the Property as exempt surplus land and authorize the transfer of it to the Water District for the payment of \$31,815,000.00.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. The recitals above are true and correct, and incorporated herein.
2. Based on the above recitals, the Board finds and declares (i) the Property is surplus because it is not necessary for the District's use or for any flood purpose, (ii) it is exempt surplus property, pursuant to Government Code subdivision 54221(f)(1)(D), (iii) the noticing requirements of Government Code subdivision 54222 are not applicable and (iv) other related provisions of the Act are not applicable, pursuant to Government Code section 54222.3.
3. The Board hereby authorizes and directs the Chief Real Estate Officer or designee to take all steps necessary to transfer ownership of the Property to the Water District for \$31,815,000.00 pursuant to the offer and agreement to purchase real property.
4. The transfer of the Property is found to be exempt from the California Environmental Quality Act pursuant to 14 California Code of Regulation, section 15312.
5. This Resolution is effective upon its adoption.

Exhibit A
to
Resolution No. _____
Property Description and Location



GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57607]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]

(Division 2 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7]

(Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 5. Property [54000 - 54256]

(Chapter 5 added by Stats. 1949, Ch. 81.)

ARTICLE 8. Surplus Land [54220 - 54234]

(Heading of Article 8 amended by Stats. 1982, Ch. 1442, Sec. 1.)

54221.

As used in this article, the following definitions shall apply:

(a) (1) "Local agency" means every city, whether organized under general law or by charter, county, city and county, district, including school, sewer, water, utility, and local and regional park districts of any kind or class, joint powers authority, successor agency to a former redevelopment agency, housing authority, or other political subdivision of this state and any instrumentality thereof that is empowered to acquire and hold real property.

(2) The Legislature finds and declares that the term "district" as used in this article includes all districts within the state, including, but not limited to, all special districts, sewer, water, utility, and local and regional park districts, and any other political subdivision of this state that is a district, and therefore the changes in paragraph (1) made by the act adding this paragraph that specify that the provisions of this article apply to all districts, including school, sewer, water, utility, and local and regional park districts of any kind or class, are declaratory of, and not a change in, existing law.

(b) (1) "Surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. Land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. A local agency, on an annual basis, may declare multiple parcels as "surplus land" or "exempt surplus land."

(2) "Surplus land" includes land held in the Community Redevelopment Property Trust Fund pursuant to Section 34191.4 of the Health and Safety Code and land that has been designated in the long-range property management plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety

Code, either for sale or for future development, but does not include any specific disposal of land to an identified entity described in the plan.

(3) Nothing in this article prevents a local agency from obtaining fair market value for the disposition of surplus land consistent with Section 54226.

(c) (1) Except as provided in paragraph (2), "agency's use" shall include, but not be limited to, land that is being used, is planned to be used pursuant to a written plan adopted by the local agency's governing board for, or is disposed to support pursuant to subparagraph (B) of paragraph (2) agency work or operations, including, but not limited to, utility sites, watershed property, land being used for conservation purposes, land for demonstration, exhibition, or educational purposes related to greenhouse gas emissions, and buffer sites near sensitive governmental uses, including, but not limited to, waste water treatment plants.

(2) (A) "Agency's use" shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development. Property disposed of for the sole purpose of investment or generation of revenue shall not be considered necessary for the agency's use.

(B) In the case of a local agency that is a district, excepting those whose primary mission or purpose is to supply the public with a transportation system, "agency's use" may include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development or be for the sole purpose of investment or generation of revenue if the agency's governing body takes action in a public meeting declaring that the use of the site will do one of the following:

(i) Directly further the express purpose of agency work or operations.

(ii) Be expressly authorized by a statute governing the local agency, provided the district complies with Section 54233.5 where applicable.

(d) "Open-space purposes" means the use of land for public recreation, enjoyment of scenic beauty, or conservation or use of natural resources.

(e) "Persons and families of low or moderate income" has the same meaning as provided in Section 50093 of the Health and Safety Code.

(f) (1) Except as provided in paragraph (2), "exempt surplus land" means any of the following:

(A) Surplus land that is transferred pursuant to Section 25539.4 or 37364.

(B) Surplus land that is (i) less than 5,000 square feet in area, (ii) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, or (iii) has no record access and is less than 10,000 square feet in area; and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. If the surplus land is not sold to an owner of contiguous land, it is not considered exempt surplus land and is subject to this article.

(C) Surplus land that a local agency is exchanging for another property necessary for the agency's use.

(D) Surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use.

(E) Surplus land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property.

(F) Surplus land that is put out to open, competitive bid by a local agency, provided all entities identified in subdivision (a) of Section 54222 will be invited to participate in the competitive bid process, for either of the following purposes:

(i) A housing development, which may have ancillary commercial ground floor uses, that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Sections 50052.5 or 50053 of the Health and Safety Code, for a minimum of 55 years for rental housing and 45 years for ownership housing, and in no event shall the maximum affordable sales price or rent level be higher than 20 percent below the median market rents or sales prices for the neighborhood in which the site is located.

(ii) A mixed-use development that is more than one acre in area, that includes not less than 300 housing units, and that restricts at least 25 percent of the residential units to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Sections 50052.5 and 50053 of the Health and Safety Code, for a minimum of 55 years for rental housing and 45 years for ownership housing.

(G) Surplus land that is subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site. An existing nonresidential land use designation on the surplus land is not a legal restriction that would make housing prohibited for purposes of this subparagraph. Nothing in this article limits a local jurisdiction's authority or discretion to approve land use, zoning, or entitlement decisions in connection with the surplus land.

(H) Surplus land that was granted by the state in trust to a local agency or that was acquired by the local agency for trust purposes by purchase or exchange, and for which disposal of the land is authorized or required subject to conditions established by statute.

(I) Land that is subject to Sections 17388, 17515, 17536, 81192, 81397, 81399, 81420, and 81422 of the Education Code and Part 14 (commencing with Section 53570) of Division 31 of the Health and Safety Code, unless compliance with this article is expressly required.

(J) Real property that is used by a district for agency's use expressly authorized in subdivision (c).

(K) Land that has been transferred before June 30, 2019, by the state to a local agency pursuant to Section 32667 of the Streets and Highways Code and has a minimum planned residential density of at least one hundred dwelling units per acre, and includes 100 or more residential units that are restricted to persons and

families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Sections 50052.5 and 50053 of the Health and Safety Code, for a minimum of 55 years for rental housing and 45 years for ownership housing. For purposes of this paragraph, not more than 20 percent of the affordable units may be restricted to persons and families of moderate income and at least 80 percent of the affordable units must be restricted to persons and families of lower income as defined in Section 50079.5 of the Health and Safety Code.

(2) Notwithstanding paragraph (1), a written notice of the availability of surplus land for open-space purposes shall be sent to the entities described in subdivision (b) of Section 54222 prior to disposing of the surplus land, provided the land does not meet the criteria in subparagraph (H) of paragraph (1), if the land is any of the following:

(A) Within a coastal zone.

(B) Adjacent to a historical unit of the State Parks System.

(C) Listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places.

(D) Within the Lake Tahoe region as defined in Section 66905.5.

(Amended by Stats. 2020, Ch. 165, Sec. 1. (SB 1030) Effective September 25, 2020.)



AGENDA STAFF REPORT

Agenda Item

14

ASR Control 21-000871

MEETING DATE: 10/05/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
 Julie Bechtol (714) 834-2009

SUBJECT: Grant Applications/Awards Report

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Resolution to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A
Staffing Impact: No **# of Positions:** **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Grant Application – Social Services Agency – Housing and Disability Advocacy Program – \$7,659,238
2. Approve Grant Award – OC Community Resources – Home Investment Partnerships – \$5,017,613
3. Approve Grant Award and Adopt Resolution – Sheriff-Coroner’s Department – Surrendered and Abandoned Vessel Exchange (SAVE) Grant– \$60,000
4. Approve Grant Award and Adopt Resolution – OC District Attorney – Disability and Healthcare Insurance Fraud Program – \$1,170,405
5. Approve Grant Award and Adopt Resolution – OC District Attorney – Automobile Insurance Fraud Program – \$1,040,577
6. Approve Grant Application – Health Care Agency – COVID-19 Strengthening Public Health Laboratory Preparedness through Laboratory Response Network – \$142,473

7. Receive and File Grants Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report

Attachment B - OCSD Surrendered and Abandoned Vessel Exchange Resolution

Attachment B - DA Disability and Healthcare Insurance Fraud Program Resolution

Attachment B - DA Automobile Insurance Fraud Resolution



Grants Report

DRAFT

County Executive Office/Legislative Affairs

October 5, 2021
Item No: 14

County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants \$50,000 or less is delegated to the County Executive Officer. Grant awards greater than \$50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On October 5, 2021 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS:

1. Approve Grant Application – Social Services Agency – Housing and Disability Advocacy Program – \$7,659,238
2. Approve Grant Award – OC Community Resources – Home Investment Partnerships – \$5,017,613
3. Approve Grant Award and Adopt Resolution – Sheriff-Coroner's Department – Surrendered and Abandoned Vessel Exchange (SAVE) Grant– \$60,000
4. Approve Grant Award and Adopt Resolution – OC District Attorney – Disability and Healthcare Insurance Fraud Program – \$1,170,405
5. Approve Grant Award and Adopt Resolution – OC District Attorney – Automobile Insurance Fraud Program – \$1,040,577
6. Approve Grant Application – Health Care Agency – COVID-19 Strengthening Public Health Laboratory Preparedness through Laboratory Response Network – \$142,473
7. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	October 5, 2021										
Requesting Agency/Department:	Social Services Agency / Assistance Programs										
Grant Name and Project Title:	Housing and Disability Advocacy Program										
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Social Services										
Application Amount Requested:	\$7,659,238										
Application Due Date:	October 22, 2021										
Board Date when Board Approved this Application:	Not Applicable										
Awarded Funding Amount:	Not Applicable										
Notification Date of Funding Award:	Not Applicable										
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>											
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:										
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	<table border="0"> <tr> <td>2018 Applied: \$2,147,651</td> <td>2018 Awarded: \$2,147,651</td> </tr> <tr> <td>2019-20 Applied: \$1,091,855</td> <td>2019-20 Awarded: \$1,091,855</td> </tr> <tr> <td>2020 Applied: \$102,634;</td> <td>2020 Awarded: \$102,634</td> </tr> <tr> <td>2020-21 Applied: \$1,270,023</td> <td>2020-21 Awarded: \$1,270,023</td> </tr> <tr> <td>2020-21 Applied: \$127,002</td> <td>2020-21 Awarded: \$127,002</td> </tr> </table>	2018 Applied: \$2,147,651	2018 Awarded: \$2,147,651	2019-20 Applied: \$1,091,855	2019-20 Awarded: \$1,091,855	2020 Applied: \$102,634;	2020 Awarded: \$102,634	2020-21 Applied: \$1,270,023	2020-21 Awarded: \$1,270,023	2020-21 Applied: \$127,002	2020-21 Awarded: \$127,002
2018 Applied: \$2,147,651	2018 Awarded: \$2,147,651										
2019-20 Applied: \$1,091,855	2019-20 Awarded: \$1,091,855										
2020 Applied: \$102,634;	2020 Awarded: \$102,634										
2020-21 Applied: \$1,270,023	2020-21 Awarded: \$1,270,023										
2020-21 Applied: \$127,002	2020-21 Awarded: \$127,002										
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Noncompetitive Allocation based on weighted formula.										
County Match?	Yes <input type="checkbox"/> Amount 100 % No <input checked="" type="checkbox"/>										
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	Not Applicable.										
Will the grant/program create new part or full-time positions?	No										
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.										

Assembly Bill (AB) 1603, Chapter 25, Statutes of 2016 established the Housing and Disability Advocacy Program (HDAP), which is a county-administered program that provides housing and disability benefits application assistance to people with a disability who are experiencing homelessness. HDAP requires outreach, case management, disability benefits advocacy and housing assistance and prioritizes individuals experiencing chronic homelessness or individuals experiencing homelessness who rely most heavily on government-funded services. The HDAP pilot program application was approved by the Board of Supervisors (Board) on October 17, 2017, and submitted to the State of California (State) thereafter. The California Department of Social Services (CDSS) announced the award on January 8, 2018, and the grant award was brought to the Board for approval on February 6, 2018. This is a recurring grant and the most recent augmentation award of \$127,002 was approved by the Board on June 22, 2021. HDAP provides funding to the County of Orange (County) System of Care to better serve those experiencing homelessness in Orange County and increases care coordination between the Social Services Agency (SSA), OC Community Resources (OCCR) and the Health Care Agency (HCA).

On February 20, 2019, a Memorandum of Understanding (MOU) between SSA and OCCR was signed to establish the collaborative effort in meeting objectives and to comply with State obligations for HDAP. The MOU



CEO-Legislative Affairs Office Grant Authorization eForm

describes the HDAP services and activities that would be provided through subcontracted service providers. The MOU was most recently amended on January 22, 2020, to reflect the Office of Care Coordination agency reorganization to HCA. The selected providers were approved by the Board on April 3, 2019, and are currently administering HDAP services to eligible participants through sole source contracts in each Service Planning Area - North, Central, and South. The subcontracted providers leverage other County-funded contracts and services with HDAP to maximize available resources and also provide targeted interventions that help individuals experiencing homelessness access benefits and income and secure permanent housing.

The California Budget Act of 2021 appropriated \$175 million for HDAP statewide in FY 2021-22 to establish, continue and expand housing and homelessness assistance through the program. On September 13, 2021, CDSS issued an All County Welfare Director Letter announcing the Fiscal Year (FY) 2021-22 application opportunity for HDAP funds. This includes the County's allocation in the amount of \$7,659,238, available for the expenditure period of July 1, 2021, to June 30, 2024. The letter summarizes recent statutory changes enacted through AB 135 (Chapter 85, Statutes of 2021), outlines continuing HDAP requirements and guidance and provides new guidance as a result of expanded funding and changes to program statute.

CDSS recommends that counties review and submit a Director's Certification by October 22, 2021, to expedite receipt of grant funds available through the Noncompetitive Allocation. All grantees must submit documentation by December 3, 2021, to receive funds. SSA is now bringing the application for the HDAP FY 2021-22 allocation funds to the Board for approval and will bring back to the Board for approval any award agreement received subsequent to the application submission. A new MOU between SSA and HCA will be executed to include the new budget and update the grant expenditure period upon Board approval of the grant application.

Approval of this application for funds will allow for continuity and development of HDAP services and provide a needed resource to the System of Care as the County continues to address homelessness in our community.

Board Resolution Required?

(Please attach document to eForm)

 Yes

 No
Deputy County Counsel Name:

(Please list the Deputy County Counsel that approved the Resolution)

Recommended Action/Special Instructions

(Please specify below)

Authorize the Social Services Agency Director or designee to apply for grant funds for the Housing and Disability Advocacy Program allocation in the amount of \$7,659,238 and execute an agreement with the State of California Department of Social Services to administer HDAP funds.

Department Contact:

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Debra J. Baetz, Director
714-541-7773
Debra.Baetz@ssa.ocgov.com

Name of the individual attending the Board Meeting:

List the name of the individual who will be attending the Board Meeting for this Grant Item:

Debra J. Baetz



**CEO-Legislative Affairs Office
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GRANT APPLICATION / GRANT AWARD

Today's Date:	9/28/2021
Requesting Agency/Department:	OC Community Resources/OC Housing and Community Development
Grant Name and Project Title:	HOME Investment Partnerships - American Rescue Plan (HOME-ARP)
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	U.S. Department of Housing and Urban Development Office of Community Planning and Development
Application Amount Requested:	\$5,017,613.00
Application Due Date:	May 11, 2021
Board Date when Board Approved this Application:	May 11, 2021
Awarded Funding Amount:	\$5,017,613.00
Notification Date of Funding Award:	September 22, 2021
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Federal Entitlement Grant
County Match?	Yes <input type="checkbox"/> Amount ____ or ____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>On March 11, 2021, the American Rescue Plan (HOME-ARP) included over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses. To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in HOME-ARP funds to be administered through the Department of Housing and Urban Development (HUD) HOME-ARP program to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.</p> <p>HOME-ARP defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento"); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.</p>	



**CEO-Legislative Affairs Office
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In accordance with the Federal Notice published September 13, 2021, and the HOME-ARP Grant Agreement, a Participating Jurisdiction (PJ), as of the Federal Award Date, may use up to 15% percent of its total award for administrative and planning costs. Due to the urgent nature of HOME-ARP program and to allow PJ immediate access to planning and administrative dollars, up to 5% (\$250,880.65) of the grant until is being made available now until a jurisdiction's HOME-ARP plan has been approved.

Once the County's HOME-ARP Allocation Plan is approved by HUD, the remaining award will be made available. HUD has sent the Grant Agreement to the County for execution in order to access the 5% planning funds immediately.

Approval of this grant will authorize the County to enter into a Grant Agreement between HUD and the County to access the 5% administrative funds available now for planning activities in preparation of the HOME-ARP Allocation Plan.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

(Please list the Deputy County Counsel that approved the Resolution)

N/A

Recommended Action/Special Instructions

(Please specify below)

1. Authorize OC Community Resources Director or designee to execute Housing and Urban Development HOME Investment Partnerships - American Rescue Plan (HOME-ARP) Grant Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are necessary to receive the HOME-ARP Funding.

Department Contact :

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Julia Bidwell
OC Housing and Community Development
julia.bidwell@occr.ocgov.com
(714) 480-2991

Name of the individual attending the Board Meeting:

List the name of the individual who will be attending the Board Meeting for this Grant Item:

Dylan Wright
Director, OC Community Resources



**CEO-Legislative Affairs Office
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GRANT APPLICATION / GRANT AWARD

Today's Date:	September 17, 2021
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Surrendered and Abandoned Vessel Exchange (SAVE) Grant
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	State of California, Division of Boating and Waterways
Application Amount Requested:	\$60,000
Application Due Date:	April 30, 2021
Board Date when Board Approved this Application:	April 13, 2021
Awarded Funding Amount:	\$60,000
Notification Date of Funding Award:	September 10, 2021
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Sheriff was awarded \$40,000 in FY 2018-2019, and \$50,000 in FY 2020-2021
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input checked="" type="checkbox"/> 10% or \$6,000 (Cash or in-kind) No <input type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	The \$6,000 in-kind match will be fulfilled with personnel verifiable hours.
Will the grant/program create new part or full-time positions?	None
Purpose of Grant Funds:	<small>Provide a summary and brief background of why Board of Supervisors why should accept this grant Application award, and how the grant will be implemented.</small>

The Surrendered and Abandoned Vessel Exchange (SAVE) program combines the Abandoned Watercraft Abatement Fund (AWAF) and the Vessel Turn-In Program (VTIP) grants into one. The AWAF and VTIP are grant programs designed to remove, reduce and prevent abandoned recreational vessels and marine debris. Administered by the California State Parks Division of Boating and Waterways, grants are awarded annually to qualified public agencies statewide. The AWAF and VTIP, enacted in 1998 and 2010 respectively, have provided millions of dollars in grants statewide, and have enabled the removal of thousands of vessels and marine debris.

The proactive VTIP grant was created as a solution to prevent abandoned vessels before they happen. By providing an easy and free alternative for boat owners to surrender an unwanted vessel to a participating agency in lieu of abandonment, this program eliminates the expensive, difficult and time-consuming adjudication and removal process that abandoned vessels often require. The VTIP also works to safeguard public and boater safety by preventing the risk of harmful water hazards, and provides for the protection



**CEO-Legislative Affairs Office
Grant Authorization eForm**

of the environment by preventing discharges of oils, gas, sewage, and other toxic pollutants that may leak from an abandoned vessel into the waterways and fragile habitats.

The \$60,000, in SAVE grant funding from the Division of Boating and Waterways will cover the County's cost for removing abandoned vessels. An in-kind or cash match of 10% is required for this grant. The Sheriff-Coroner Department plans to use in-kind contributions for the required match. Successful applicants will be funded for a two-year cycle, with the first year commencing October 1, 2021, and ending on September 30, 2023. There will be no change in net General Fund cost and no additional staff.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

(Please list the Deputy County Counsel that approved the Resolution)

Wendy Phillips, Senior Deputy County Counsel, approved the resolution.

Recommended Action/Special Instructions

(Please specify below)

Authorize the Sheriff-Coroner or designee to sign all necessary documents required for acceptance of the grant funds and any future documents necessary for receipt of the grant funds from the California Department of Parks and Recreation, Division of Boating and Waterways, if those actions do not materially change the terms or amounts of the County's commitment as reflected herein.

Department Contact :

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Monique Vansuch, Administrative Manager
MVansuch@ocsheriff.gov
(714) 834-3201

Name of the individual attending the Board Meeting:

List the name of the individual who will be attending the Board Meeting for this Grant Item:

Deputy Diamond Tann
DTANN@ocsheriff.gov
(949) 723-1005 Ext 2

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

September 17, 2021

Resolution NO. -

A RESOLUTION TO ACCEPT GRANT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION,
DIVISION OF BOATING AND WATERWAYS, FOR BOATING
SAFETY AND ENFORCEMENT EQUIPMENT

WHEREAS, the County of Orange, Sheriff-Coroner, applied to the California Department of Parks and Recreation, Division of Boating and Waterways, for abandoned watercraft abatement funds for the **Sheriff-Coroner of the County of Orange**; and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways, has approved **Sheriff-Coroner of the County of Orange** to receive **\$60,000** in abandoned watercraft abatement funds and now requires a resolution accepting these grant funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the **County of Orange** as follows:

Sheriff-Coroner Don Barnes is hereby authorized to accept a California Department of Parks and Recreation, Division of Boating and Waterways, grant in the amount of \$60,000 for abandoned watercraft abatement funds on behalf of the **Sheriff-Coroner of the County of Orange**, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED, the following positions are authorized to execute, on behalf of the County of Orange, all documents necessary to accept the grant:

- Sheriff-Coroner
- Undersheriff
- Assistant Sheriff
- Executive Director
- Captain
- Administrative Manager

BE IT FURTHER RESOLVED, to Authorize the positions mentioned above to execute, on behalf of the County of Orange, any future documents necessary for receipt of the grant funds from the California Department of Parks and Recreation, Division of Boating and Waterways, if those actions do not materially change the terms or amounts of the County's commitment as it is reflected in all above-referenced grant application and assurances.

BE IT FURTHER RESOLVED that the 10% in-kind match will be fulfilled with personnel verifiable hours.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	September 22, 2021
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Disability and Healthcare Insurance Fraud Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Insurance (CDI)
Application Amount Requested:	\$2,683,246
Application Due Date:	June 5, 2021
Board Date when Board Approved this Application:	February 23, 2021
Awarded Funding Amount:	\$1,170,405
Notification Date of Funding Award:	July 30, 2021
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	\$2,683,246 was applied, \$1,109,824 was awarded for FY 20-21
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount ____ or ____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No new position is required.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
This grant award is made pursuant to the provisions of California Insurance Code Section 1872.85, and shall be used solely for the purposes of enhanced investigation and prosecution of disability and healthcare insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute disability and healthcare insurance fraud cases.	
Board Resolution Required? (Please attach document to eForm)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman, Deputy County Counsel
Recommended Action/Special Instructions (Please specify below)	



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1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of \$1,170,405 to continue the Disability and Healthcare Insurance Fraud Program for fiscal year 2021/22.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Disability and Healthcare Insurance Fraud Program.

The District Attorney has received funding to participate in the State Disability and Healthcare Insurance Fraud Program for the past sixteen years. Fiscal year 2021-22 will mark as the District Attorney Office's seventeenth year of participation in the Program.

CDI requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached sample Board Resolution.

Department Contact :

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Glenn Robison (714) 347-8778 glenn.robison@da.ocgov.com

Name of the individual attending the Board Meeting:

List the name of the individual who will be attending the Board Meeting for this Grant Item:

Glenn Robison

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

October 5, 2021

WHEREAS, the County of Orange desires to undertake its project designated “The Disability and Healthcare Insurance Fraud Program” to be funded in part from funds made available through the California Insurance Code Section 1872.85 and administered by the California Department of Insurance (hereafter referred to as CDI).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Disability and Healthcare Insurance Fraud Program, effective from July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,170,405.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



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Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	September 23, 2021
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Automobile Insurance Fraud Program
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Insurance (CDI)
Application Amount Requested:	\$1,653,611
Application Due Date:	July 3, 2021
Board Date when Board Approved this Application:	February 23, 2021
Awarded Funding Amount:	\$1,040,577
Notification Date of Funding Award:	September 14, 2021
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	\$1,653,611 was applied, \$1,037,577 was awarded for FY 20-21
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No new position is required.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>This grant award is made pursuant to the provisions of California Insurance Code Section 1872.8, and shall be used solely for the purposes of enhanced investigation and prosecution of auto insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute automobile insurance fraud cases.</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	James Harman, Deputy County Counsel
Recommended Action/Special Instructions <small>(Please specify below)</small>	
CDI requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached sample Board Resolution.	



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1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of \$1,040,577 to continue the Automobile Insurance Fraud Program for fiscal year 2021-22.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Automobile Insurance Fraud Program.

The District Attorney has received funding to participate in the State Automobile Insurance Fraud Program for the past thirty-two years. Fiscal year 2021-22 will mark as the District Attorney Office's 33rd year of participation in the Program.

Department Contact :

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Glenn Robison (714) 347-8778 glenn.robison@da.ocgov.com

Name of the individual attending the Board Meeting:

List the name of the individual who will be attending the Board Meeting for this Grant Item:

Glenn Robison

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

October 5, 2021

WHEREAS, the County of Orange desires to undertake its project designated “The Automobile Insurance Fraud Program” to be funded in part from funds made available through California Insurance Code Section 1872.8 and administered by the California Department of Insurance (hereafter referred to as CDI).

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Automobile Insurance Fraud Program, effective from July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,040,577.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the current grant award.
5. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	September 27, 2021
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	COVID-19 Strengthening PHL Preparedness through LRN Funding,
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health (CDPH), Emergency Preparedness Office (EPO)
Application Amount Requested:	\$142,473
Application Due Date:	September 30, 2021, but received an extension to October 7, 2021
Board Date when Board Approved this Application:	
Awarded Funding Amount:	
Notification Date of Funding Award:	
Is this an Authorized Retroactive Grant Application/Award? <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Formula driven Allocation
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
<p>This funding is intended to strengthen Public Health Laboratory (PHL) surveillance, detection and preparedness. This funding is designed to address three goals: 1) strengthen public health laboratory preparedness and response capabilities by building a robust, flexible and scalable infrastructure; 2) implement new technologies for the detection of SARS-CoV-2 and other infectious disease pathogens; and 3) enhance and modernize electronic laboratory data reporting.</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	
Recommended Action/Special Instructions <small>(Please specify below)</small>	
The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to	



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apply for this grant, and delegate authority to the HCA Director, or designee, to execute any forms needed in the application process. HCA will return to the Board to obtain approval to accept the awarded funds.

Department Contact :

List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Dr. Margaret Bredehoff, 714 834-3882, mbredehoff@ochca.com

Name of the individual attending the Board Meeting:

List the name of the individual who will be attending the Board Meeting for this Grant Item:

Dr. Clayton Chau



Continuation or Deletion Request

Date: October 1, 2021
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer 
Re: ASR Control #: N/A, Meeting Date 10/5/21 Agenda Item No. # CS-1
Subject: Request for a Closed Session for October 5, 2021

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.10.01 10:14:18
-07'00'

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # CS-1

Comments: Delete Agenda Item #CS-1 Conference with Labor Negotiator (AOCDS)

RECEIVED
2021 OCT -1 AM 10: 21
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



Continuation or Deletion Request

Date: October 4, 2021
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency *Clayton Chau MD*
Re: ASR Control #: _____, Meeting Date 10/5/21 Agenda Item No. # S14A
Subject: Contracts for Population Health and Equity

Request to continue Agenda Item No. # S14A to the 10/19/21 Board Meeting.

Comments:

Request deletion of Agenda Item No. # _____

Comments:



Continuation or Deletion Request

Date: 09/27/21
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency
Re: ASR Control #: _____, Meeting Date 9/28/21 Agenda Item No. # S35B
Subject: Contracts for Population Health and Equity

Approved for Dr. Clayton Chau

Request to continue Agenda Item No. # S35B to the 10/5/21 Board Meeting.

Comments:

Request deletion of Agenda Item No. # _____

Comments:



County Executive Office

Memorandum

September 15, 2021

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.15 15:14:56
-0700'

RECEIVED
2021 SEP 16 AM 9:57
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

S-35B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the September 28, 2021, Board Hearing.

Agency: Health Care Agency
Subject: Contracts for Population Health and Equity
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this item Supplemental item be added to the September 28, 2021, Board agenda to expedite the implementation of the new services that will fill an unmet and critical County need. This action will align the services with the Centers for Disease Control and Prevention grant funding source timeline. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



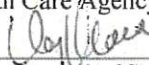
**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

MEETING DATE: 9/28/21

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency

DEPARTMENT HEAD REVIEW: 
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Hieu Nguyen (714) 834-2367
Clayton Chau (714) 834-2830

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

2021 SEP 16 AM 9:57

RECEIVED

SUBJECT: Contracts for Population Health and Equity

CEO CONCUR

Digitally signed by Frank Kim
DN: cn=Frank Kim, ou=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.15 15:15:19 -0700

CEO Signature

COUNTY COUNSEL REVIEW

Approved to Form

Action

massoud shamel

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: No

Current Year Cost: \$7,813,138

Annual Cost: FY 2022-23
\$9,375,765
FY 2023-2024 \$1,562,628

Staffing Impact: No

of Positions: N/A

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: FED: 100% (CDC-RFA-OT21-
2103 National Initiative to Address COVID-19 Health
Disparities)

County Audit in last 3 years: No

PRIOR BOARD ACTIONS: 06/22/2021 #70, 04/27/2021 #51

RECOMMENDED ACTION(S)

1. Approve Contract with Institute for Healthcare Improvement for provision of Population Health and Equity Partnership Services for the term of September 28, 2021, through September 13, 2023, for an amount not to exceed \$1,761,531.
2. Approve Contract with Multi-Ethnic Collaborative of Community Agencies for provision of Partner Outreach, Engagement and Grants Administration Support Services for the term of September 28, 2021, through September 13, 2023, for an amount not to exceed \$15,300,000 (\$1,200,000 for outreach and engagement program expenses and \$14,100,000 to be allocated to various subrecipient implementation grants and participation stipends for community partners involvement in the Orange County Health Equity Coalition and Determinants of Health Action

Area Workstreams).

3. Approve Contract with Wilson and Associates Coaching and Consulting, LLC for provision of Consultative Services for Community Planning for the term of September 28, 2021, through September 13, 2023, for an amount not to exceed \$240,000.
4. Approve Contract with Advance OC for provision of OC Health Equity Map Community Engagement and Platform Enhancements Services for the term of September 28, 2021, through September 13, 2023, for an amount not to exceed \$600,000.
5. Approve Contract with Desert Vista Consulting, LLC. for provision of Grant Activities Evaluation Services for the term of September 28, 2021, through September 13, 2023, for an amount not to exceed \$450,000.
6. Approve Contract with Public Health Institute for provision of Health Equity Technical Assistance Services for the term of September 28, 2021, through September 13, 2023, for an amount not to exceed \$200,000.
7. Approve Contract with Celery Design Collaborative, LLC. for provision of OC Health Equity Coalition Media and Communication Campaign Services for term of September 28, 2021, through September 13, 2023, for an amount not to exceed \$200,000.
8. Pursuant to Contract Policy Manual Section 3.4-114, authorize the County Procurement Officer or authorized Deputy, to exercise a contingency contract cost increase in an amount not to exceed 10 percent of the contract amount for the first year of the contracts, for the entire term of the Contracts, including renewals, and within the scope of work set forth in the contracts. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.
9. Authorize the County Procurement Officer or authorized Deputy to execute the Contracts in the Recommended Actions above.

SUMMARY:

Approval of the Contracts will support the implementation of activities related to the CDC-RFA-OT21-2103 National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities, which support and expand the Health Care Agency's capacity to address the environmental, social and economic conditions that contribute to health inequities.

BACKGROUND INFORMATION:

On March 17, 2021, the Office for State, Tribal, Local and Territorial Support from the Centers for Disease Control and Prevention announced a non-competitive no cost sharing or matching grant (CDC-RFA-OT21-2103). The grant provides funding for Local Health Departments to address COVID-19 and advance health equity (e.g., through strategies, interventions and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for disease like COVID-19) in racial and ethnic minority groups.

On April 27, 2021, Your Honorable Board of Supervisors (Board) approved the Health Care Agency (HCA) to apply for the Centers for Disease and Control and Prevention's National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities Grant (CDC-RFA-OT21-2103). On May 3, 2021, HCA submitted a request to the Office for State, Tribal, Local and Territorial Support for grant funding in the following four overarching strategies: 1) expand existing and/or develop new mitigation and prevention and services to reduce disparities among populations at higher risk and/or underserved, 2) increase and improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness and death that will guide the response to the COVID-19 pandemic, 3) build, leverage and expand infrastructure support for COVID-19 prevention and control among populations at higher risk and/or underserved and 4) mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and/or underserved. These efforts will be in direct support of implementation of the HCA 2021-2023 Strategic Plan, the foundation of which is population health management and equity.

On June 22, 2021, the Board approved HCA's acceptance of CDC-RFA-OT21-2103 Grant Award in the amount of \$22,886,119. Using an approach designed to build and sustain trust and amplify cross-sector collaborations with new and existing community partners supporting disproportionately impacted and underserved populations, HCA will:

- Engage and build partnerships with communities and organizations that have been hard to reach;
- Strengthen data collection, reporting and dissemination for underserved populations experiencing a disproportionate burden of COVID-19 and other social and health inequities;
- Build and expand the Office of Population Health and Equity's capacity and infrastructure; and
- Strengthen HCA's commitment and actions to ensure health equity in Orange County.

To support the implementation of the approved grant activities, HCA seeks to engage with the following industry experts:

Institute for Healthcare Improvement (IHI)

IHI will partner with HCA and its partners to measurably expand the County's ability to address the gaps in the health care system that are driving inequities in health and wellbeing in the County. Focused on a commitment to partnering with communities that is in alignment with the stated priorities of HCA, the HCA/IHI Partnership will draw on the IHI Pathways to Population Health Framework and the Community of Solutions Framework to support HCA and their multi-sector partners.

The two frameworks will support population and community transformation in ways that improve health and build more equitable systems. Improvements tested at the local level can be spread and scaled because there is growing trust and an atmosphere of teamwork. The community can use its assets in traditional and nontraditional ways to effect transformation in policy, systems and environmental changes over time to address the root causes of poor health and inequity, including the impacts associated with the COVID-19 pandemic.

Multi-Ethnic Collaborative of Community Agencies (MECCA)

The contract with MECCA allocates an amount not to exceed \$1.2 million for outreach and engagement program expenses and \$14.1 million to be allocated to various subrecipient implementation grants and participation stipends for community partners partner involvement in the Orange County Health Equity Coalition and Determinants of Health Action Area Workstreams.

With direct oversight from HCA, MECCA will provide support for program coordination activities in the areas of: 1) Strategic Planning and Development, 2) Partner Outreach and Engagement, 3) Program Management and Grants Administration and 4) Communications and Marketing Support. In conjunction with these activities and to ensure equitable participation of community partners and stakeholders, MECCA will work directly with HCA to identify, review, select, track outcomes and administer various subrecipient implementation grants and participation stipends to community partners involved in the Orange County Health Equity Coalition and Determinants of Health Action Area Workstreams. With HCA guidance and oversight, MECCA will ensure participation and engagement of cross-sector public and private community partners in the network, with an emphasis on partnering with those who have historically not been engaged or contracted with the County (e.g., eligible ethnic community-based organizations, grassroots/volunteer-run organizations). As a proactive and catalytic partner, MECCA will also provide performance and compliance monitoring of grantees to foster the initiative's success in target communities and populations.

Wilson and Associates Coaching and Consulting, LLC (Wilson and Associates)

Wilson and Associates will partner with HCA and its partners to engage, convene and build capacity of the six identified priority populations (i.e., Asian/Pacific Islander, Black community, Individuals with Disabilities, Latinx, LGBTQ and Older Adults) to address the gaps in the health care system that are driving inequities in health and wellbeing in the County.

Advance OC

This professional services contract is for specialized technical assistance for system change through data science, data management and dissemination of the OC Equity Map (OCEM) and its applications to promote population health management and equity both Countywide and within HCA's service areas. HCA seeks to enhance and promote the OCEM platform by going through an in-depth community engagement process with decision-makers, residents and community-based organizations to inform improvements to the platform and utilization of the map for planning and decision-making. Additionally, HCA seeks to support and build data utilization capacity among residents, County agencies, cities and non-profit organizations through training and use-case demonstrations. Advance OC will work in partnership with HCA and its partners to measurably expand Orange County's utilization of the OCEM and its applications to effectively identify, prioritize and through data-driven process help address the gaps in the health care system that are driving inequities in health and wellbeing in the County.

Desert Vista Consulting, LLC. (DVC)

This professional services contract is for program evaluation of HCA's planned activities and strategies in support of the CDC-RFA-OT21-2103 grant that promotes population health management and equity both county-wide and within the HCA service areas. DVC will design and implement a formative, rapid-cycle evaluation for each of the four strategies and their associated activities. Given the initiative's focus on strengthening and expanding resources and services, data and reporting, infrastructure support and partner mobilization, the focus of the evaluation will be to identify and track influences on the progress and effectiveness of the work, as well as the overall value of the investments. The evaluation also needs to assess the overall outcomes resulting from the strategies implemented within HCA and the community, including assessing the extent to which impacted community voices are heard and addressed, and the strength and impact of the public-private partnerships that are developed.

This approach will produce quick feedback and insights for mid-course project/activity improvement and determine the longer-term impact of the strategies. This approach also relies on community participation to quickly develop a holistic understanding of the projects to help frame the focus and determine how to measure outcomes and impact. This will ensure that the evaluation yields information relevant to the

interests of diverse users and stakeholders, which will improve the likelihood of lasting change and widespread adoption.

Public Health Institute (fiscal sponsor of the Public Health Alliance of Southern California)

This professional services contract is for technical assistance, training support and HCA's participation in a regional Local Health Departments learning collaborative to support HCA's planned COVID-19 related activities and strategies that further promote population health management and equity both county-wide and within HCA's service areas. HCA seeks professional services and technical support from the Public Health Alliance of Southern California (The Alliance) to support the grant's activities and projects.

Celery Design Collaborative, LLC

This contract will allow the vendor to implement Phase 2 and 3 of a multi-phased communications campaign to support HCA's efforts to advance population health and equity in Orange County through its OC Equity Initiative. Celery Design Collaborative, LLC is currently completing Phase 1 of this campaign. The multi-phased campaign is intended to generate a shared understanding among key stakeholders and potential participants of the various efforts to be funded by HCA's CDC Health Equity grant and the benefits of using the new OC Equity Map. Through the OC Equity Initiative, the County is seeking to promote the systems change and community transformation that is necessary to reduce and eventually eliminate health disparities and other causes of vulnerability to health disorders, including COVID-19.

This item is being brought to the Board with less than 30 days prior to the execution of the Contracts to expedite the implementation of the new services that will fill an unmet need in Orange County and to align them with funding source timeline.

The proposed Contracts are sole source contracts and completed Sole Source Request Forms are attached to this Agenda Staff Report as Attachment H. The justification for the Sole Source procurement of these contracts is the expedited timeline associated with the funding source and the County's need for Population Health and Equity Services.

HCA requests the Board to approve the Contracts as referenced in the Recommended Actions above.

FINANCIAL IMPACT:

Appropriations and offsetting revenue for these contracts will be requested in Budget Control 042 FY 2021-22 Budget via the September Budget report and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract MA-042-22010163 for Population Health and Equity Partnership Services with Institute for Healthcare Improvement

Attachment B – Contract MA-042-22010253 for Partner Outreach, Engagement, and Grants Support Services with MECCA

Attachment C – Contract MA-042-22010254 for Consultative Services for Community Planning with Wilson and Associates Coaching and Consulting, LLC

Attachment D -- Contract MA-042-22010255 for OC Health Equity Map Community Engagement and Platform Enhancements Services with Advance OC

Attachment E -- Contract MA-042-22010251 for Grant Activities Evaluation Services with Desert Vista Consulting, LLC.

Attachment F -- Contract MA-042-22010256 for Health Equity Technical Assistance Services with Public Health Institute

Attachment G -- Contract MA-042-22010330 for OC Health Equity Coalition Media and Communication Campaign Services with Celery Design Collaborative, LLC.

Attachment H -- Contract Summary Forms for Attachments A -- G

Attachment I -- Sole Source Request Forms for Attachments A -- G



CONTRACT NO. MA-042-22010163

FOR

**POPULATION HEALTH AND EQUITY
PARTNERSHIP SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

**INSTITUTE FOR HEALTHCARE
IMPROVEMENT**

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Contract No. MA-042-22010163
FOR
Population Health and Equity Partnership Services
WITH
Institute for Healthcare Improvement

This Contract Number MA-042-22010163 ("Contract"), is made and entered into this 28th day of September, 2021 ("Effective Date") between Institute for Healthcare Improvement ("Contractor"), with a place of business at 53 State Street, 19th Floor, Boston, MA 02109 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing
Attachment B – Compensation/Invoicing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Population Health and Equity Partnership Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Population Health and Equity Partnership Services as set forth herein, and Contractor represented that it is qualified to provide Population Health and Equity Partnership Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Population Health and Equity Partnership Services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to,

or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:**

Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved,

Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

If the insurance carrier 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.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

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.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 5 business days of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or

alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for

each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Population Health and Equity Partnership Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 28, 2021 through and including September 13, 2023. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to

establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

8. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All

materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

11. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

12. **Disputes – Contract:**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and

specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the

Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: Institute for Healthcare Improvement
 Attention: Jason Harlow
 Address: 53 State Street, 19th Floor
 Boston, MA 02109
 Telephone: 617-301-4865
 E-mail: jharlow@ihi.org

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 405 W. 5th St., Suite 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Hieu Nguyen
 Address: 405 W. 5th St.
 Santa Ana, CA 92701
 Telephone: (714) 834-2367
 E-mail: HNguyen@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order

of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.

21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
 - a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
25. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor

either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.

26. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
30. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.

IHI must request approval from County prior to distribution of any documents, reports and other incidental or derivative work or materials furnished hereunder free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable IHI to make reasonable use of the documents, reports and other incidental or derivative work or furnished materials for non-commercial purposes.

Notwithstanding anything to the contrary herein, any documents, reports and other incidental or derivative work or materials which are (i) developed or acquired by IHI prior to the Effective Date of this Agreement, or (ii) developed or acquired by IHI after the Effective Date of this Agreement, shall constitute the proprietary property of IHI ("IHI

Proprietary Components"). To the extent that IHI includes any IHI Proprietary Components in any deliverable under this Agreement, IHI hereby grants to County without restriction or further payment with respect thereto, the right and license to use such IHI Proprietary Components for the County internal, non-commercial business purposes only.

31. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.

County shall not use any IHI trademark, service mark, symbol or logo thereof for any commercial purposes without the prior written approval of IHI, but may refer to the name of IHI in County documents in any press release, publicity or other public communication where appropriate to indicate the partnership that County has with IHI and indicate IHI involvement in any joint projects. Throughout the Term of this Agreement, each Party will ensure that its activities conducted within the context of this Contract are in furtherance of, and consistent with, the overall research, educational and quality of patient care objectives of IHI.

32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010163 the date set forth opposite their signatures. If the Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Institute for Healthcare Improvement

Valerie Spalding

Business Development Vice President

Print Name

Title

DocuSigned by:

8/16/2021

Valerie Spalding

Signature

Date

Amy Hosford-Swan

CFO

Print Name

Title

DocuSigned by:

8/16/2021

Amy Hosford-Swan

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

Approved As To Form

Office of the County Counsel - County of Orange, California

Massoud Shame1

Massoud Shame1, Deputy County Counsel

Print Name

Title

DocuSigned by:

8/17/2021

Massoud Shame1

Signature

Date

ATTACHMENT A SCOPE OF WORK/PRICING

Background

Through this 24-month engagement, Contractor will work in partnership with the Health Care Agency (County) and its partners to measurably expand Orange County's ability to address the gaps in the health care system that are driving inequities in health and wellbeing in the county.

This partnering will include:

- Identifying and tapping into existing agency and community governance structures to drive efforts and venues for meeting and collaboration which draw upon existing strengths within agencies, organizations, and associations;
- Supporting execution using an assets-based approach that seeks to uncover and use the strengths within communities as a means for sustainable change;
- Understanding imbedded power structures within the community, including discussing and assessing the constraints to building equity and engaging traditionally marginalized voices in the community (e.g., racial/ethnic/income inequities);
- Prioritizing a focus on population-level outcomes that matter to the community at multiple levels (individual, group, community), including building a system of data for ongoing learning and improvement, not judgement and accountability; and
- Building capacity and capability for quality improvement at the community-level, where traditional improvement science is married with community development and organizing methods with an emphasis on building skills among community-based leaders, front-line service providers, and community residents.

Services - Overview

Informing Frameworks

With a commitment to partnering with communities and in alignment with the stated priorities of COUNTY, the HCA/IHI Partnership (Partnership) will draw on the IHI Pathways to Population Health Framework and the Community of Solutions Framework to support COUNTY and their multi-sector partners.

- A. Pathways to Population Health:** The *Pathways to Population Health Framework* presents four portfolios of population health that offer organizations a simple way to organize their work in service of achieving a balance over time for greatest impact: Physical and mental health; Social and Spiritual Well-being; Community Health and Well-being; and Communities of Solutions. The framework offers foundational concepts and a common language to help different organizations and stakeholders

collaborate and presents the interconnected portfolios of population health with specific levers for implementation to accelerate progress within and across the portfolios.

- B. Community of Solutions Framework:** The *Community of Solutions Framework* extends Pathways to Population Health (Portfolio 4) and is designed to accelerate community transformation through a wide array of skills, tools, and behaviors divided into five domains: Leading from Within, Leading Together, Leading for Outcomes, Leading for Equity, and Leading for Sustainability. The framework supports organizations and communities at all stages of readiness and reframes challenges by shifting mindsets, putting the emphasis on identifying and leveraging the resources that exist in communities, rather than focusing on deficits. Taken together, the Community of Solutions framework helps people and organizations find new ways of working that encourage peer-to-peer learning, engender trust through relationship building, and foster creativity in problem solving, partly by recognizing the untapped talents of those who have been marginalized.

When used in concert, these two frameworks support population and community transformation in ways that improve health and build more equitable systems. Improvements tested at the local level can be spread and scaled because there is growing trust and an atmosphere of teamwork. The community can use its assets in traditional and nontraditional ways to effect transformation in policy, systems, and environmental changes over time to address the root causes of poor health and inequity.

Services – Phases

CONTRACTOR will support the Partnership through three phases described briefly below:

- **PHASE I: Planning and Foundation (5 months):** A diagnostic and planning period to set clear expectations for the Partnership, assist CONTRACTOR to understand key population segments and their needs, establish appropriate governance structures for the Orange County Equity Coalition to drive the work within COUNTY and the Orange County community, and to assess current capabilities and lay a strong foundation for population health and equity work.
- **PHASE II: Learning and Action (16 months):** The Learning and Action phase with three mutually reinforcing components:
 - Deep engagement with COUNTY with ongoing strategic guidance, coaching, and training, move to action on the COUNTY strategic plan, improve internal systems, build deeper relationships with community providers, and enhance their overall capacity to eliminate health inequities.
 - Launch of a coordinated Learning and Action Community to test and refine ideas that lead to improvement in population health focus areas and within specific social determinants workstreams; and

- Building quality improvement and population health capabilities at multiple levels for the stakeholder organizations and building internal capability at COUNTY and other key partners in Orange County to lead future improvement initiatives.
- PHASE III: Harvesting, Future Action Planning, and Dissemination (3 months): The final phase harvests critical learnings from the Learning and Action phase, telling the story through case studies and other compelling dissemination tools. This phase focuses on sustaining and growing the work through action-oriented planning, supporting key workstreams to continue beyond the engagement with CONTRACTOR, and supporting COUNTY and other stakeholders to deepen their capability to advance population health initiatives.

All three phases will contain both internal and external work:

Internal: Developing COUNTY ability within public health to improve the overall health of those they directly serve – both through improvement of their internal systems as well as through more effective partnerships with both contracted and independent community providers. This can include:

- Developing a common understanding of - and a shared vision for - population health and health equity in Orange County;
- Deepening COUNTY ability to use population health management strategies¹;
- Increasing longitudinal, coordinated supports for individuals with complex needs;
- Expanding capability to support an individual's whole health including addressing relevant social determinants and structural inequities;
- Moving to action on key components of the COUNTY strategic plan;
- Building and/or deepening effective relationships among community providers and helping each of them understand their individual and combined contributions to health and health equity; and
- Shifting from a programs and projects orientation to a focus on the health of populations and health equity.

External: Improving COUNTY ability to serve as leader and convener to address gaps in health and health care through:

- Increased support for the identification, communication, and prioritization of needs based on data driven information down to the census level;
- Convening cross-sector public and private partners around these needs;
- Creating greater alignment in efforts among organizations to generate a greater impact as individually and collectively; and
- Fostering of increased readiness of the private sector to fund and support system improvements.

In practice, the internal and external work will not be fully distinct and separate areas of work; both will inform the other and the different workstreams may be aligned to create synergies and efficiencies.

Phase I: Planning and Foundation

Over the first 5 months of the Partnership, CONTRACTOR will develop a better understanding of the current systems and stakeholders in Orange County and lay the foundation for successful population health improvement work. CONTRACTOR and COUNTY will work together to:

- Develop a common understanding of and a shared vision of population health in Orange County, and explore how COUNTY can support this work in Orange County;
- Define the key populations of focus for the internal work and external workstreams. We anticipate this will likely be done concurrently and by identifying key populations early will allow COUNTY and CONTRACTOR to:
 - Understand overall needs, priorities, and assets;
 - Apply an equity lens to better understand “Who isn’t thriving?”; and
 - Identify the specific gaps, risk factors, and assets of Orange County populations at-risk for COVID-19 and other chronic conditions

The COUNTY team will use one or more validated assessments to understand current capacity and capabilities for engaging in population health and equity efforts; associated activities will include

- Analyze assessment results to establish a baseline, develop improvement targets, and determine the specific population health, quality improvement, equity, and adaptive capabilities that need further development;
- Create or modify a governance structure to enable a population health approach to integrate and coordinate services across systems, organizations, and workstreams;
- Begin shifting from a programs and projects orientation to a population orientation. This will include:
 - Building off a shared understanding and vision for population health and equity in Orange County to explore how COUNTY can best organize its structure, systems, resources and people;
 - Understanding the current COUNTY culture, assets, enablers, gaps, and barriers for a successful shift in approach; and
 - Developing an adaptive, high-level plan to make the shift to population health management and health equity.
- Articulate a broad purpose for each workstream by answering the first question of the Model for Improvement: What are we trying to accomplish?;
- Identify the internal COUNTY improvement teams for this initiative;
- Identify key stakeholders to support each workstream and coordinate work across workstreams;
- Create the conditions for change through the adoption of quality improvement (QI) methods, including effective use of data and measurement;
- Prepare for the launch of the Learning and Action Community, including reviewing the level of evidence to decide which workstreams can be based on a change package of evidence-based changes and which will focus on building the change package for content areas that do not yet have a high-level of evidence base; and

- Develop an adaptive work plan to support capability building and implementation support for COUNTY and the Learning and Action Community.

Near the end of Phase I, CONTRACTOR will facilitate a two-part, virtual foundational visit to share our initial insights, establish strong alignment with COUNTY on our shared purpose, complete preparation for the launch of the Learning and Action Community, and refine an adaptive workplan to guide this effort.

CONTRACTOR Phase I Roles

Specific CONTRACTOR roles to accomplish the above include:

- Support chartering and launch of a governance structure for initiative
- Lead project oversight including facilitation for all working calls and the virtual foundational visit
- Co-lead project management including developing agendas, taking notes from calls, and co-managing the work plan
- Develop exploratory questions and data request for COUNTY. Analyze the answers to the exploratory questions and data provided
- Recruit up to 3 national faculty and advise on the recruitment of local subject-matter experts
- Develop initial drafts and finalize Phase II planning
- Support Learning and Action Community outreach and recruitment, including joining informational calls as needed and reviewing promotional materials

Phase II: Learning and Action

With the foundation built during Phase I, CONTRACTOR, COUNTY, and other Orange County will carry out the 16-month Learning and Action phase. The planned structure for Phase II is described below, but may be modified based on findings and outcomes from Phase I.

CONTRACTOR will support conduct of a “Learning and Action Community” to be convened by the Equity Coalition. This community will consist of up to three types of improvement teams:

- **"Collective" Improvement Teams** - Multi-sector teams that come together around specific population health focus areas aligned with overarching workstreams;
- **COUNTY "Agency" Improvement Teams** – To be identified by COUNTY as key improvement areas from the agency’s strategic plan; and
- **Other “Community” Improvement Teams** – Recognizing that other organizations within the county may want to be a part of the Learning and Action Community, the design remains open to engage these additional community teams if need be.

Phase II will begin with the launch of the improvement teams referenced above. Improvement teams will be organized into a network of networks: the Orange County Learning and Action Community led by the Equity Coalition. Teams will be supported to build QI, population health and equity, and other capabilities by using a mix of Learning Sessions and Action Periods.

A. Learning Sessions/Community Health Improvement and Leadership Academies: The Learning and Action Phase will include three (3) in-person Learning Sessions in the form of Community Health Improvement and Leadership Academies (CHILA). A CHILA is a multi-day learning sessions and relationship-building event which brings together multiple stakeholders across a particular community in a shared learning environment facilitated by expert coaches and faculty. Each CHILA will include:

- Capability-building training, presentations, discussions, and group activities across all improvement teams;
- Time for each improvement team to concretely advance their work (e.g. stakeholder and asset-mapping, diving into team-specific content, or preparing teams for the next Action Period); and
- Time for improvement teams to further their planning (e.g. preparing for tests of change or developing simple yet robust measurement systems).

During the first CHILA, CONTRACTOR will train COUNTY and participants from each improvement team on planning and implementing an Equity Action Lab. The Action Lab model will provide a highly adaptable structure and approach to support diverse teams to make meaningful progress on complex goals in a short amount of time (generally 100 days).

B. Action Periods: Between CHILAs, CONTRACTOR will support three Action Periods lasting between 100-160 days. During Action Periods, each improvement team will use rapid cycle testing of changes to advance their individual action plans. Action Periods are devoted to testing new changes and gaining confidence in the set of changes needed to reach specific aims. The goal at the end of this phase is to have tested customized changes in the local setting and show results in the topic or population of focus.

During these Action Periods, CONTRACTOR will support COUNTY to:

- Make the shift from an orientation toward programs and projects to a population health and equity orientation;
- Develop or modify internal structures, systems, and processes to meet broad population health and equity aims set by COUNTY;
- Build the capacity of COUNTY staff to successfully tackle complex (adaptive) challenges to population health and equity;
- Build the capacity of COUNTY staff to engage in effective discussions and work related to equity, implicit bias, race/racism, structural racism, and other structural inequities;

- Develop an aim and Theory of Change (in the form of a Driver Diagram);
- Embed an equity lens into all aspects of its work;
- Develop a robust learning and measurement system;
- Use data for improvement rather than judgement and to guide decision-making;
- Identify the right subject-matter experts and coordinate a faculty network for all Learning and Action Community faculty;
- Provide regular reports on critical process and outcome measures using the learning and measurement system and to capture progress in improvement capability and integration and coordination of systems and services; and
- Retake the Pathways to Population Health Compass, Racial Equity Map, and Community Transformation Map assessments from Phase I three more times to track progress (at approximately months 9, 15 and 21) on the full range of dimensions needed for successful implementation of population health efforts.

During the Action Periods, CONTRACTOR will support improvement teams to:

- Develop an aim and Theory of Change in the form of a Driver Diagram;
- Embed an equity lens into all aspects of its work;
- Develop simple yet robust learning and measurement system; and
- Plan and conduct two Equity Action Labs. Action Labs use human-centered design principles to place people most affected by the topic to be addressed at the center of designing new solutions. Participants use systems thinking and continuous improvement methods to better understand the structures involved and systematically work improve outcomes and achieve a concrete goal. The Action Labs model has been used successfully in more than 100 different communities addressing a wide range of complex issues such as food insecurity, homelessness, senior care, maternal outcomes, activating neighborhood assets, youth development, and improving emergency services. Because of the heavy focus on engaging those most effected by the topic area, this model has been used with success on health equity focused improvement efforts.
- Provide regular reports on critical process and outcome measures as well as progress in improvement capability and the integration and coordination of systems and services.
- Take one or more validated assessments to assess baseline capability (month 6) and track progress (months 12 and 18) on the full range of dimensions needed for successful implementation of population health efforts. By taking these assessments, the LACs will also understand what “better” or “more” capability looks like for each dimension, establish priorities for improvement, and track progress over time.

During the Action Periods, CONTRACTOR will develop and facilitate monthly webinars for COUNTY and participants from each of the improvement teams. These 1.5 hour webinars provide additional training, support participants to jointly address common challenges across the different improvement teams, and further develop the Orange County community of population health improvers.

CONTRACTOR will also assist each improvement team to plan and implement two Equity Action Labs. CONTRACTOR will provide intensive coaching for the first Equity Action Lab and guidance for the second Equity Action Lab for each improvement team. Support will include ongoing coaching and support to each workstream, including monthly 1-hour coaching calls, and team, cohort, and specialty coaching calls as needed.

CONTRACTOR Phase II Roles

Specific CONTRACTOR roles to accomplish the above include:

- Provide overall direction and facilitation for the improvement teams and overall Learning and Action Community
- Co-lead project management including planning and facilitating meetings and calls, taking notes, and co-managing the work plan
- Schedule and lead coaching calls and virtual Learning Sessions
- Develop the curriculum and lead or facilitate CHILAs
- Coordinate the faculty network for the improvement teams
- Support management of the governance for this initiative

Phase III: Harvesting, Future Action Planning, and Dissemination

Phase III will focus on communication and dissemination, which are critical elements of this 24-month Partnership. This will include strategic and purposeful synthesis and sharing of learning and dissemination efforts. Demonstrating effectiveness of both the community-wide approach (the Equity Coalition) and the efforts of the various improvement teams with populations and topic areas will demonstrate that change is possible.

During this final 3 months of the initiatives, COUNTY, the Equity Coalition, the improvement teams, and CONTRACTOR will implement a plan to share their results and learning. This can include:

- Virtual sessions to share results, key learnings (including “fail-forwards”), and how the work can be deepened and sustained;
- Materials and resources to support sustaining the gains (e.g. toolkits or change packages); and
- Broader dissemination throughout Orange County and beyond through publications, blog posts, conference presentations, speaking engagements, and virtual and in-person educational programs.

Milestone Schedule and Fees

Milestone or deliverable(s)	Estimated payment date	Anticipated Payment
<i>Launch.</i> Contract execution; Final project charter for Equity Coalition and design for Learning and Action Community governance structure.	Month 3	\$176,153
<i>Planning and Foundation.</i> County develops a common understanding of – and shared vision for – population health and health equity in Orange County; Establish baseline measures and improvement targets for overall initiative.	Month 6	\$176,153
<i>Assessment.</i> Identify key stakeholders for baseline assessments for County and other participating organizations; Develop exploratory questions; Analyze data request to review during project calls and diagnostic and planning meeting.		
<i>Strategic Guidance and Planning.</i> Bi-weekly project oversight and coaching calls; Delivery of in-person or virtual diagnostic and planning meeting; Initial and final drafts for Phase II planning; Ongoing work with County to shift from a programs and project orientation to a population and equity orientation.		
<i>Learning Session 1.</i> Delivery of Learning Session 1, up to 3 days in duration. Tentatively scheduled for Month 6.		
<i>Project Oversight and County Coaching Calls.</i> Bi-weekly project oversight and coaching calls; County able to accurately track a prioritized set of population health and equity measures and has in place other elements of a robust learning and measurement system; Work with County to shift from a programs and project orientation to a population and equity orientation shows early signs of progress.	Month 11	\$352,306
<i>All Team Webinars and Coaching Calls.</i> Webinars (up to 1.5 hours) and coaching calls (up to 1 hour) during Action Period 1.		
<i>Equity Action Labs.</i> County and community partners planning and implementation of their first labs.		
<i>Learning Session 2.</i> Delivery of Learning Session 2, up to 2 days in duration. Tentatively scheduled for Month 10.		
<i>Project Oversight and County Coaching Calls.</i> Bi-weekly project oversight and coaching calls; County able to demonstrate (via assessments) increased general capacity to tackle complex (adaptive) population health and health equity challenges.	Month 16	\$352,306
<i>Equity Action Labs.</i> County and community partners planning and implementation of their second labs.		
<i>All Team Webinars and Coaching Calls.</i> Webinars (up to 1.5 hours) and coaching calls (up to 1 hour) during Action Period 2.		

<i>Learning Session 3.</i> Delivery of Learning Session 3, up to 2 days in duration. Tentatively scheduled for Month 15.		
<i>Project Oversight and COUNTY Coaching Calls.</i> Bi-weekly project oversight and coaching calls; Work with County to shift from a programs and project orientation to a population and equity orientation shows measurable progress; County able to demonstrate (via assessments) continued increased general capacity to tackle complex (adaptive) population health and health equity challenges.	Month 21	\$352,306
<i>All Team Webinars and Coaching Calls.</i> Webinars (up to 1.5 hours) and coaching calls (up to 1 hour) during Action Period 3.		
<i>Dissemination Planning.</i> Development of content development and dissemination plan.		
<i>Project Oversight and County Coaching Calls.</i> Bi-weekly project oversight and coaching calls.	Month 24	\$352,306
<i>Final Dissemination Deliverables.</i> Delivery of final dissemination content and materials.		
Contract Total		\$1,761,531

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B
COMPENSATION AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$1,761,531 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the fee schedule and project milestones/phases as outlined in accordance with the provisions of this Contract.

See Attachment A

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

Orange County Health Care Agency
Accounts Payable
PO Box 689
Santa Ana, CA 92702
or HCAAP@ochca.com

9. **Payment (Electronic Funds Transfer)**
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

1 CONTRACT FOR PROVISION OF
 2 PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
 7 SEPTEMBER 28, 2021 THROUGH SEPTEMBER 13, 2023
 8

9 THIS CONTRACT entered into this September 28, 2021 (effective date), is by and between
 10 the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Multi-
 11 Ethnic Collaborative of Community Agencies, a California nonprofit corporation
 12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein
 13 individually as “Party” or collectively as “Parties.” This Contract shall be administered by the
 14 Director of the COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).
 15

16 **W I T N E S S E T H:**
 17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Partner
 19 Outreach, Engagement, and Grant Support Services described herein to the residents of Orange County;
 20 and

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

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

25 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Partner
 26 Outreach, Engagement, and Grant Support Services; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: September 28, 2021 – September 13, 2023

Maximum Obligation: \$15,300,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 06-387-1267

CONTRACTOR TAX ID Number: 27-1348840

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Multi-Ethnic
Collaborative of Community Agencies
1505 17th St., Ste. 123
Santa Ana, CA 92705

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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 Contract:

4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. CalWORKs	California Work Opportunity and Responsibility for Kids
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CES	Coordinated Entry System
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. COC	Continuum of Care
13	J. COI	Certificate of Insurance
14	K. CPA	Certified Public Accountant
15	L. DRS	Designated Record Set
16	M. EEOC	Equal Employment Opportunity Commission
17	N. EOC	Equal Opportunity Clause
18	O. FFS	Fee For Service
19	P. FSC	Family Solutions Collaborative
20	Q. FTE	Full Time Equivalent
21	R. GAAP	Generally Accepted Accounting Principles
22	S. HCA	County of Orange Health Care Agency
23	T. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24		Law 104-191
25	U. HMIS	Homeless Management Information System
26	V. HSC	California Health and Safety Code
27	W. HUD	U.S. Department of Housing and Urban Development
28	X. MH	Mental Health
29	Y. MHSA	Mental Health Services Act
30	Z. OCR	Federal Office for Civil Rights
31	AA. OIG	Federal Office of Inspector General
32	AB. OMB	Federal Office of Management and Budget
33	AC. OPM	Federal Office of Personnel Management
34	AD. P&P	Policy and Procedure
35	AE. PA DSS	Payment Application Data Security Standard
36	AF. PATH	Projects for Assistance in Transition from Homelessness
37	AG. PC	California Penal Code

1	AH. PCI DSS	Payment Card Industry Data Security Standards
2	AI. PHI	Protected Health Information
3	AJ. PII	Personally Identifiable Information
4	AK. PRA	California Public Records Act
5	AL. PSC	Professional Services Contract System
6	AM. SIR	Self-Insured Retention
7	AN. SMA	Statewide Maximum Allowable (rate)
8	AO. SOW	Scope of Work
9	AP. UOS	Units of Service
10	AQ. USC	United States Code
11	AR. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, and C attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established certain policies and procedures regarding a Compliance Program and Code of Conduct, and offers Annual Provider Trainings (together, "Compliance Program") for the purpose of ensuring adherence to all rules and regulations related to federal and state homeless service and employment programs.

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1 1. ADMINISTRATOR shall provide CONTRACTOR a copy of the policies and procedures
2 relating to ADMINISTRATOR's Compliance Program for CONTRACTOR to implement and comply
3 with in relation to Covered Individuals performing services under this Contract.

4 2. CONTRACTOR has the option to develop and provide, or make available to,
5 ADMINISTRATOR copies of its own Compliance Program policies and procedures.
6 CONTRACTOR's Compliance Program policies and procedures shall be verified by
7 ADMINISTRATOR's Compliance Department to ensure they include all required elements of the
8 ADMINISTRATOR's Compliance Program as described in this Compliance Paragraph to this Contract
9 prior to implementation. These elements include:

- 10 a. Designation of a Compliance Officer and/or compliance staff.
- 11 b. Written standards, policies and/or procedures.
- 12 c. Compliance related training and/or education program and proof of completion.
- 13 d. Communication methods for reporting concerns to the Compliance Officer.
- 14 e. Methodology for conducting internal monitoring and auditing.
- 15 f. Methodology for detecting and correcting offenses.
- 16 g. Methodology/Procedure for enforcing disciplinary standards.

17 3. If CONTRACTOR does not provide, or make available to ADMINISTRATOR, copies of
18 its own Compliance Program policies and procedures, CONTRACTOR shall comply with
19 ADMINISTRATOR's Compliance Program in performing the services hereunder, and shall submit to
20 the ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed
21 acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance
22 Program. CONTRACTOR shall have as many Covered Individuals as it determines necessary,
23 complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

24 4. If CONTRACTOR elects to have its own Compliance Program, then CONTRACTOR shall
25 submit, or make available to ADMINISTRATOR copies of that Compliance Program policies and
26 procedures within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's
27 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not
28 exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed Compliance
29 Program contains all required elements to the ADMINISTRATOR's satisfaction as consistent with the
30 HCA's Compliance Program. ADMINISTRATOR shall inform CONTRACTOR of any missing
31 required elements and CONTRACTOR shall revise its Compliance Program to meet
32 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
33 Compliance Officer's determination and resubmit the same to ADMINISTRATOR for review.

34 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
35 CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure
36 that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's Compliance
37 Program and contact information for the ADMINISTRATOR's Compliance Program.

1 B. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
2 Compliance Training available to Covered Individuals.

3 1. CONTRACTORS that have acknowledged that they will comply with
4 ADMINISTRATOR's Compliance Program shall use their best efforts to encourage completion by all
5 Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one
6 (1) designated representative to complete ADMINISTRATOR's General Compliance Training when
7 offered.

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

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

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

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

17 C. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
18 Provider Training, where appropriate, available to Covered Individuals.

19 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
20 Individuals relative to this Contract. This includes compliance with federal and state HOMELESS
21 SERVICES program regulations and procedures or instructions otherwise communicated by regulatory
22 agencies.

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

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

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

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

32 D. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
33 breach of the Contract on the part of CONTRACTOR and be grounds for COUNTY to terminate the
34 Contract.

35 **V. CONFIDENTIALITY**

36 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
37 audio and/or video recordings, in accordance with all applicable federal, state and county codes and

1 regulations, as they now exist or may hereafter be amended or changed.

2 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
3 are Participants of COVID-19 Homeless and Prevention Response Services, and therefore it may be
4 necessary for authorized staff of ADMINISTRATOR to audit Participants files, or to exchange
5 information regarding specific Participants with COUNTY or other providers of related services
6 contracting with COUNTY.

7 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
8 consents for the release of information from all persons served by CONTRACTOR pursuant to this
9 Contract.

10 3. In the event of a collaborative service agreement between providers, CONTRACTOR
11 acknowledges and agrees that it is responsible for obtaining releases of information, from the
12 collaborative agency, for Participants receiving services through the collaborative agreement.

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

20 21 **VI. CONFLICT OF INTEREST**

22 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
23 that could result in a conflict with COUNTY interests. This obligation shall also apply to
24 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated
25 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but
26 not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors,
27 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or
28 other considerations which could be deemed to influence or appear to influence COUNTY staff or
29 elected officers in the performance of their duties.

30 31 **VII. CORRECTIVE ACTION PLAN**

32 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative
33 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject
34 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
35 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an
36 acceptable timeframe as determined by ADMINISTRATOR notice, ADMINISTRATOR reserves the
37 right to reduce and/or withhold payments until such time as the CAP is resolved to the satisfaction of the

1 ADMINISTRATOR. Failure to resolve the CAP to ADMINISTRATOR's satisfaction will constitute a
2 material breach and be grounds for termination of this Contract.

3 4 **VIII. COST REPORT**

5 A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days
6 following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance
7 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions
8 Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between
9 programs, cost centers, services, and funding sources in accordance with such requirements and
10 consistent with prudent business practice, which costs and allocations shall be supported by source
11 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
12 reasonable notice.

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

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

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

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

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

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

37 //

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

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

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

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

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

32
 33 Signed _____
 34 Name _____
 35 Title _____
 36 Date _____"

1 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONTRACTOR certifies that it and its principals:

3 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
4 voluntarily excluded, or placed on any such lists, by any federal department or agency.

5 2. Have not within a three-year period preceding this Contract been convicted of or had a civil
6 judgment rendered against them for commission of fraud or a criminal offense in connection with
7 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
8 under a public transaction; violation of federal or state antitrust statutes or commission of
9 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or
10 receiving stolen property.

11 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,
12 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
13 above.

14 4. Have not within a three-year period preceding this Contract had one or more public
15 transactions (federal, state, or local) terminated for cause or default.

16 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
17 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred,
18 suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless
19 authorized by the State of California.

20 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
21 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions
22 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
23 accordance with 2 CFR Part 376.

24 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and
25 Coverage sections of the rules implementing 51 F.R. 6370.

26
27 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

33 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as
34 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new
35 owners shall be required under the terms of sale or such other instruments of transfer for the assignment
36 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the
37 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification
2 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to
3 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the assignment.
4 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines,
5 in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to COUNTY for the
6 provision of services under the Contract. Any attempted assignment in derogation of this subparagraph
7 shall be void.

8 1. Nonprofit Entity Assignment. If CONTRACTOR is a nonprofit organization, any change
9 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in
10 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month
11 period of time, shall be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is
12 transitioning from a community clinic/health center to a Federally Qualified Health Center and has been
13 so designated by the Federal Government.

14 2. For-Profit Entity Assignment. If CONTRACTOR is a for-profit organization, any change in
15 the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of
16 the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a
17 sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing
18 body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

19 3. Governmental Entity Assignment. If CONTRACTOR is a governmental organization, any
20 change to another structure, including a change in more than fifty percent (50%) of the composition of
21 its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month
22 period of time, shall be deemed an assignment for purposes of this paragraph.

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

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

32 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
33 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
34 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
35 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

6 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
7 status with respect to a mere name change. CONTRACTOR is also obligated to notify COUNTY in
8 writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to
9 litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as
10 any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during
11 the period of Contract performance.

12 **XI. DISPUTE RESOLUTION**

14 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
15 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
16 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
17 brought to the attention of the County Purchasing Agent by way of the following process:

18 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final
19 decision regarding the disposition of any dispute between the Parties arising under, related to, or
20 involving this Contract.

21 2. CONTRACTOR's written demand shall be fully supported by factual information, and
22 shall include with the demand a written statement signed by an authorized representative indicating that
23 the demand is made in good faith, that the supporting data are accurate and complete. If such demand
24 involves a cost adjustment to the Contract, CONTRACTOR's written statement shall state that the
25 amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes
26 COUNTY is liable.

27 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
28 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
29 including the provision of services. CONTRACTOR's failure to proceed diligently shall constitute a
30 material breach and be grounds for termination of this Contract.

31 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
32 shall be signed by the County Purchasing Agency or deputy. If COUNTY fails to render a decision
33 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
34 decision adverse to CONTRACTOR's contentions.

35 D. This Contract has been negotiated and executed in the State of California and shall be governed
36 by and construed under the laws of the State of California. In the event of any legal action to enforce or
37 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in

1 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
2 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
3 agree to waive any and all rights to request that an action be transferred for adjudication to another
4 county.

6 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 **XIII. EQUIPMENT**

18 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
19 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
20 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
21 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
22 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
23 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
24 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain
25 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
26 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
27 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
28 according to GAAP.

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

35 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
36 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in
37 //

1 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
2 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

21 22 **XIV. FACILITIES, PAYMENTS AND SERVICES**

23 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
24 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
25 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
26 minimum number and type of staff which meet applicable federal and state requirements, and which are
27 necessary for the provision of the services hereunder. Service disruptions must be reported to COUNTY
28 immediately and be approved in writing by the ADMINISTRATOR

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

33 34 **XV. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

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

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

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

24 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
25 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
26 CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved,
27 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
28 Contract, agrees to all of the following:

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

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

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

1 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 2 this Contract, the COUNTY may terminate this Contract.

3 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

28 H. REQUIRED COVERAGE FORMS

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

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

33 I. REQUIRED ENDORSEMENTS

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

36 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
 37 as broad naming the County of Orange, its elected and appointed officials, officers, agents and

1 *employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY***
2 ***WRITTEN CONTRACT.***

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

6 2. The Network Security and Privacy Liability policy shall contain the following
7 endorsements which shall accompany the Certificate of Insurance:

8 a. An Additional Insured endorsement naming the County of Orange, its elected and
9 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

10 b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's
11 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
12 excess and non-contributing.

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

17 K. All insurance policies required by this Contract shall waive all rights of subrogation against the
18 County of Orange, its elected and appointed officials, officers, agents and employees when acting within
19 the scope of their appointment or employment.

20 L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
21 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
22 Certificate of Insurance.

23 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) business days of any policy
24 cancellation and within ten (10) business days for non-payment of premium and provide a copy of the
25 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
26 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate
27 this Contract.

28 N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims Made" policy,
29 CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the
30 Contract.

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

33 P. Insurance certificates should be forwarded to COUNTY at the address specified in the
34 Referenced Contract Provisions of this Contract.

35 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven
36 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, the Contract
37 may be terminated by County without penalty.

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

5 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
6 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
7 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this
8 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to
9 all legal remedies.

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

13 U. SUBMISSION OF INSURANCE DOCUMENTS

14 1. The COI and endorsements shall be provided to COUNTY as follows:
15 a. Prior to the start date of this Contract.
16 b. No later than the expiration date for each policy.
17 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
18 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

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

37 //

XVI. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

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

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XVII. LICENSES AND LAWS

1
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
3 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
4 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
5 regulations and requirements of the United States, the State of California, COUNTY, and all other
6 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
7 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
8 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
9 cause for termination of this Contract.

10 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
11 requirements as they exist now or may be hereafter amended or changed. The applicable provisions of
12 laws, regulations, and requirements for the provision of services under this Contract shall include, but
13 not be limited to, the following:

- 14 1. ARRA of 2009.
- 15 2. Trafficking Victims Protection Act of 2000.
- 16 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 17 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 18 5. CCR, Title 17, Public Health.
- 19 6. CCR, Title 22, Social Security.
- 20 7. CFR, Title 42, Public Health.
- 21 8. CFR, Title 45, Public Welfare.
- 22 9. USC Title 42. Public Health and Welfare.
- 23 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 24 11. 42 USC §1857, et seq., Clean Air Act.
- 25 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 26 13. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 27 14. McKinney-Vento Homeless Assistance Act
- 28 15. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
29 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
30 Awards.

XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

33 A. Any written information or literature, including educational or promotional materials,
34 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
35 to this Contract must be approved at least thirty (30) business days in advance and in writing by
36 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
37 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,

1 and electronic media such as the Internet.

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

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

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

17 18 **XIX. MAXIMUM OBLIGATION**

19 A. The Maximum Obligation of COUNTY for services provided in accordance with this Contract
20 is as specified in the Referenced Contract Provisions of this Contract.

21 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
22 percent (10%) of funding for this Agreement.

23 24 **XX. MINIMUM WAGE LAWS**

25 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
26 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
27 federal or California Minimum Wage to all its Covered Individuals (as defined herein) that directly or
28 indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall
29 require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid
30 no less than the greater of the federal or California Minimum Wage.

31 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
32 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
33 standards pursuant to providing services pursuant to this Contract.

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

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers’ representative of the commitments under this Nondiscrimination Paragraph 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 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
4 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
5 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
6 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
7 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
8 paragraph, discrimination includes, but is not limited to the following based on one or more of the
9 factors identified above:

- 10 1. Denying a Participant or potential Participant any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a Participant which is different or is provided in a
12 different manner or at a different time from that provided to other Participants.
- 13 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed
14 by others receiving any service and/or benefit.
- 15 4. Treating a Participant differently from others in satisfying any admission requirement or
16 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
17 any service and/or benefit.
- 18 5. Assignment of times or places for the provision of services.

19 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
20 Participants through a written statement that CONTRACTOR’s and/or subcontractor’s Participants may
21 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
22 subcontractor, and ADMINISTRATOR.

23 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR
24 shall establish an internal informal problem resolution process for Participants not able to resolve such
25 problems at the point of service. Participants may initiate a grievance or complaint directly with
26 CONTRACTOR either orally or in writing.

27 a. COUNTY shall establish a formal resolution and grievance and appeals process in the
28 event informal processes do not yield a resolution.

29 b. Throughout the problem resolution and grievance and appeals process, Participant
30 rights shall be maintained, including access to the COUNTY’s grievance and appeals process at any
31 point in the process.

32 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
33 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
34 request a State Fair Hearing.

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42

1 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
2 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
4 with succeeding legislation.

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

10 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
11 state law, this Contract may be canceled, terminated or suspended in whole or in part and
12 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
13 state or COUNTY funds.

14
15 **XXII. NOTICES**

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

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

21 2. When faxed, transmission confirmed;

22 3. When sent by E-Mail; or

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

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

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

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

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XXIII. NOTIFICATION OF DEATH

1
2 A. Upon becoming aware of the death of any person served pursuant to this Contract,
3 CONTRACTOR shall immediately notify ADMINISTRATOR.

4 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain
5 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
6 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

7 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
8 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
9 served pursuant to this Contract; notice need only be given during normal business hours.

10 2. WRITTEN NOTIFICATION

11 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send
12 via encrypted E-Mail to ADMINISTRATOR a written report within sixteen (16) hours after becoming
13 aware of the death due to non-terminal illness of any person served pursuant to this Contract.

14 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
15 report hand delivered, faxed, sent via encrypted E-Mail, within forty-eight (48) hours of becoming
16 aware of the death due to terminal illness of any person served pursuant to this Contract.

17 c. When notification via encrypted E-Mail is not possible or practical CONTRACTOR
18 may hand deliver or fax to a known number said notification.

19 C. If there are any questions regarding the cause of death of any person served pursuant to this
20 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
21 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
22 Notification of Death Paragraph.

23
24 **XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

32
33 **XXV. PARTICIPANT'S RIGHTS**

34 A. CONTRACTOR shall post the current HMIS privacy notice as well as the Orange County
35 Continuum of Care Grievance and Appeals poster in locations readily available to Participants and staff.
36 Grievance and Appeal forms must be available in the threshold languages and envelopes must be readily
37 accessible to Participants to take without having to request the form or envelope.

1 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
2 internal grievance and appeals processes approved by ADMINISTRATOR, to which the participant
3 shall have access.

4 1. CONTRACTOR's grievance and appeals processes shall incorporate COUNTY's
5 grievance, appeals, participants' rights, and/or utilization management guidelines and procedures. The
6 participant has the right to utilize either or both grievance and appeals process(es) simultaneously in
7 order to resolve their dissatisfaction.

8 C. The Parties agree that Participants have recourse to initiate an expression of dissatisfaction to
9 CONTRACTOR, file a grievance, file an appeal, and file a complaint.

10 11 **XXVI. PAYMENT CARD COMPLIANCE**

12 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business
13 with COUNTY, on behalf of COUNTY, or as part of the business that they conduct, CONTRACTOR
14 covenants and warrants that it is currently PA DSS and PCI DSS compliant and will remain compliant
15 during the entire duration of this Contract. CONTRACTOR agrees to immediately notify COUNTY in
16 the event CONTRACTOR should ever become non-compliant, and will take all necessary steps to
17 return to compliance and shall be compliant within ten (10) business days of the commencement of any
18 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
19 certification of CONTRACTOR's PA DSS and/or PCI DSS compliance.

20 21 **XXVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

25 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
26 which claims are submitted for reimbursement under this Contract and the charges thereto. Such
27 records shall include, but not be limited to, individual housing plans, case management plans and
28 utilization review records.

29 2. CONTRACTOR shall keep and maintain records of each service rendered to each
30 participant, the identity of the participant to whom the service was rendered, the date the service was
31 rendered, and such additional information as ADMINISTRATOR may require.

32 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
33 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
34 claimed to have been incurred in the performance of this Contract and in accordance with County
35 policies of reimbursement and GAAP.

36 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and
37 physical safeguards to ensure the privacy and security of health related and/or personally identifying

1 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of
2 participant’s health related and/or personally identifying information in possession of CONTRACTOR,
3 CONTRACTOR shall (i) immediately notify ADMINISTRATOR of such unauthorized use of
4 disclosure and (ii) mitigate, to the extent practicable, the known harmful effect of any such unauthorized
5 use or disclosure.

6 C. CONTRACTOR’s participant records shall be maintained in a secure manner. CONTRACTOR
7 shall maintain participant records and must establish and implement written record management
8 procedures.

9 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
10 termination of the contract, unless a longer period is required due to legal proceedings such as litigations
11 and/or settlement of claims.

12 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
13 billings, and revenues available at one (1) location within the limits of the County of Orange. If
14 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
15 written approval to CONTRACTOR to maintain records in a single location, identified by
16 CONTRACTOR.

17 F. To the extent CONTRACTOR is subject to PRA, CONTRACTOR shall notify
18 ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight
19 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the
20 PRA request.

21 G. CONTRACTOR may retain participant documentation electronically in accordance with the
22 terms of this Contract and common business practices. If documentation is retained electronically,
23 CONTRACTOR shall, in the event of an audit or site visit:

- 24 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
25 or site visit.
- 26 2. Provide auditor or other authorized individuals access to documents via a computer
27 terminal.
- 28 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
29 requested.

30
31 **XXVIII. RESEARCH AND PUBLICATION**

32 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out
33 of, or developed, as a result of this Contract for the purpose of personal or professional research, or for
34 publication.

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1 **XXIX. REVENUE**

2 A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
3 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
4 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

5 B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
6 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically
7 provide for the identification of delinquent accounts and methods for pursuing such accounts.
8 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
9 status of fees which are billed, collected, transferred to a collection agency, or deemed by
10 CONTRACTOR to be uncollectible.

11 C. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
12 persons other than individuals or groups eligible for services pursuant to this Contract.

13
14 **XXX. SEVERABILITY**

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

20
21 **XXXI. SPECIAL PROVISIONS**

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

24 1. Making cash payments to intended recipients of services through this Contract.
25 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
26 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
27 use of appropriated funds to influence certain federal contracting and financial transactions).

28 3. Fundraising.
29 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
30 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
31 Directors or governing body.

32 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
33 body for expenses or services.

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

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

4 8. Severance pay for separating employees.

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

7 10. Supplanting current funding for existing services.

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

10 1. Funding travel or training (excluding program-related mileage or parking).

11 2. Making phone calls outside of the local area unless documented to be directly for the
12 purpose of Participant care.

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

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

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

18 6. Providing inpatient hospital services or purchasing major medical equipment.

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

21 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
22 CONTRACTOR's Participants outside of program Scope of Services.

23
24 **XXXII. STATUS OF CONTRACTOR**

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

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XXXIII. TERM

1
2 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
3 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
4 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
5 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond
6 this term, including but not limited to, obligations with respect to confidentiality, indemnification,
7 audits, reporting, and accounting.

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

XXXIV. TERMINATION

10
11
12 A. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
13 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
14 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

15 B. COUNTY may terminate this Contract immediately, upon prior written notice, on the occurrence
16 of any of the following events:

- 17 1. The loss by CONTRACTOR of legal capacity.
- 18 2. Cessation of services without cause.
- 19 3. The delegation or assignment of CONTRACTOR's services, operation or administration
20 without the prior written consent of COUNTY.
- 21 4. The neglect by any licensed person employed by CONTRACTOR of any duty required
22 pursuant to this Contract.
- 23 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
24 this Contract.
- 25 6. The continued incapacity of any licensed person to perform duties required pursuant to this
26 Contract.
- 27 7. Unethical conduct or malpractice by any physician or licensed person providing services
28 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
29 removes such licensed person from serving persons assisted pursuant to this Contract.

C. CONTINGENT FUNDING

- 30 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 31 a. The continued availability of federal, state and County funds for reimbursement of
32 COUNTY's expenditures, and
 - 33 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
34 approved by the Orange County Board of Supervisors.
- 35 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
36 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice provided to
37

1 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
2 CONTRACTOR shall not be obligated to accept the renegotiated terms.

3 D. In the event this Contract is suspended or terminated prior to the completion of the term as
4 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
5 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
6 term of the Contract.

7 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

12 3. Until the date of termination, continue to provide the same level of service required by this
13 Contract.

14 4. If Participant's records are to be transferred to another facility for services, furnish
15 ADMINISTRATOR, upon request, all Participant's information and records deemed necessary by
16 ADMINISTRATOR to effect an orderly transfer.

17 5. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
18 with Participant's best interests.

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

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

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

29 9. Provide written notice of termination of services to each Participant being served under this
30 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
31 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
32 day period.

34 **XXXV. THIRD PARTY BENEFICIARY**

35 Neither Party hereto intends that this Contract shall create rights hereunder in third parties
36 including, but not limited to, any subcontractors or any Participants provided services pursuant to this
37 Contract.

XXXVI. WAIVER OF DEFAULT OR BREACH

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

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1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT, IN THE
2 COUNTY OF ORANGE, STATE OF CALIFORNIA.

3
4 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES

5 DocuSigned by:
6 BY: *Alisana Soto Welby* DATED: 9/4/2021
7 C181519D168A4C0...

8 TITLE: Executive Director

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11 COUNTY OF ORANGE

12
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14 BY: _____ DATED: _____
15 HEALTH CARE AGENCY

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24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28 DocuSigned by:
29 BY: *Massoud Shamel* DATED: 9/7/2021
30 79055CA571A94F8...
DEPUTY

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

EXHIBIT A
 TO THE CONTRACT FOR PROVISION OF
 PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
 SEPTEMBER 28, 2021 THROUGH SEPTEMBER 13, 2023

I. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

PROGRAM BUDGET	Period One	Period Two
Determinants of Health Implementation Subrecipient Grants		
Determinant of Health Action Area #1	\$1,000,000	\$1,000,000
Determinant of health Action Area #2	\$1,000,000	\$1,000,000
Determinant of Health Action Area #3	\$1,000,000	\$1,000,000
Community Participation Subrecipient Grants	\$2,200,000	\$2,200,000
Historically Underserved Population Grant Subrecipients		
Transgender Community	\$180,000	\$180,000
Pacific Islanders and Native Hawaiians	\$180,000	\$180,000
American Indians and Native Alaskans	\$180,000	\$180,000
Population Specific Collective Subrecipients		
Asian Pacific Islanders	\$200,000	\$200,000
Black Community	\$200,000	\$200,000
Latinx	\$200,000	\$200,000
LGBTQ	\$200,000	\$200,000
Individuals with Disabilities	\$200,000	\$200,000
Older Adults	\$200,000	\$200,000
Community Member Participation Stipends	\$110,000	\$110,000
Program Total	\$7,050,000	\$7,050,000
ADMINISTRATION BUDGET		
Community Mobilization, Convening, and Engagement Support		
Indirect	\$275,000	\$275,000

1	Planning and Development	\$150,000	\$150,000
2	Marketing and Communications	\$25,000	\$25,000
3	Finance and Administration Management	\$150,000	\$150,000
4	Administration Total	\$600,000	\$600,000
5	TOTAL MAXIMUM OBLIGATION: \$15,300,000	\$7,650,000	\$7,650,000

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

18 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
19 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
20 of service for which payment is claimed. Any apportionment of or distribution of costs, including
21 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
22 be made in accordance with GAAP.

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

25

26 **II. PAYMENTS**

27 A. COUNTY shall pay CONTRACTOR monthly upon receipt of an approved invoice and
28 Expenditure and Revenue Report. All payments are interim payments only, and subject to Final
29 Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR
30 shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total
31 of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract
32 Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant
33 to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay
34 supplemental invoices for any month for which the provisional amount specified above has not been
35 fully paid. COUNTY reserves the right to make advance payments upon mutual concurrence between
36 County Project Manager and CONTRACTOR.

37 //

1 1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and
2 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.
3 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
4 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

10 3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the
11 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
12 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
13 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
14 the year-to-date actual cost incurred by CONTRACTOR.

15 B. CONTRACTOR’s invoicing shall be on a form approved or supplied by ADMINISTRATOR
16 and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)
17 day of each month. Invoices received after the due date may not be paid within the same month.
18 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
19 after receipt of the correctly completed invoice.

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

23 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
24 with any provision of the Agreement.

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

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

30
31 **III. REPORTS**

32 A. CONTRACTOR shall maintain records and make statistical reports as required by
33 ADMINISTRATOR.

34 B. FISCAL

35 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
36 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
37 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described

1 in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by
2 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being
3 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly
4 required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed
5 more than five (5) calendar days.

6 2. CONTRACTOR shall submit monthly Year-End Projection Reports to
7 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
8 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for
9 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.
10 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and
11 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with
12 the Monthly Expenditure and Revenue Reports.

13 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
14 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
15 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
16 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
17 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
18 reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the
19 end of the month being reported. If an extension is approved by ADMINISTRATOR, the total
20 extension will not exceed more than five (5) calendar days.

21 D. PROGRAMMATIC – CONTRACTOR may be required to submit monthly reports to
22 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
23 ADMINISTRATOR. ADMINISTRATOR may request additional program reports of CONTRACTOR
24 in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will
25 be specific as to the nature of information requested and may allow up to thirty (30) calendar days for
26 CONTRACTOR to respond to request.

27 E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably
28 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and
29 purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least
30 thirty (30) calendar days' notice if such additional reports are required and shall explain any procedures
31 for reporting the required information.

32 F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a
33 written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special
34 incidents shall include, but are not limited to, Participant's suicide or attempted suicide, serious injury,
35 death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to
36 liability.

37 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the

1 Reports Paragraph of this Exhibit A to the Agreement.

3 **IV. SERVICES**

4 **A. SCOPE OF SERVICES**

5 **1. Overview**

6 a. COUNTY requires a multi-ethnic organization partner in the County to eliminate racial
7 and ethnic disparities to improve the lives of underserved multicultural communities. With the
8 established trust and relationship with diverse populations and organizations in Orange County,
9 CONTRACTOR is uniquely positioned to convene and engage a cross-sector public private coalition
10 that is representative of the larger community.

11 **2. Program Description Summary**

12 a. CONTRACTOR shall advance health equity, access, and wellness by being a collective,
13 responsive, and unified voice for diverse communities. CONTRACTOR shall work to eliminate racial
14 and ethnic disparities to improve the lives of underserved multicultural communities through a unique
15 collaborative approach, which is evidenced by its capacity to strategically reach diverse populations on a
16 scale that maximizes impact with programmatic, policy and systems change. The following describes
17 CONTRACTOR's approach to community engagement to achieve collective impact and health equity.

18 b. CONTRACTOR, pursuant to requirements set forth in this Scope of Services shall
19 provide Partner Outreach, Engagement, and Grants Support Services to individuals and Community
20 based organizations in the Orange County community to help mitigate health inequities.

21 c. Outreach and engagement will extend to support HCA identify and engage emerging
22 community-based and grassroots organizations in Orange County in order to build and increase capacity
23 to reach impacted communities, including ethnic communities. This will ensure that local entities and
24 impacted communities actively participate in systems change.

25 d. With direct oversight from COUNTY, CONTRACTOR shall provide support for
26 program coordination activities including:

- 27 1) Strategic Planning and Development,
- 28 2) Partner Outreach and Engagement
- 29 3) Program Management and Grants Administration, and
- 30 4) Communications and Marketing Support.

31 In conjunction with these activities and to ensure equitable participation of community partners and
32 stakeholders, CONTRACTOR shall work directly with COUNTY to identify, review, select, track
33 outcomes, and administer various subrecipient implementation grants and participation stipends to
34 community partners involved in the Orange County Health Equity Coalition and Determinants of Health
35 Action Area Workstreams. With COUNTY guidance and oversight, CONTRACTOR shall ensure
36 participation and engagement of cross-sector public and private community partners in the network,
37 with an emphasis on partnering with those who have historically not been engaged or contracted with

1 the County (e.g. eligible ethnic community-based organizations, grassroots/volunteer-run organizations).
2 As a proactive and catalytic partner, CONTRACTOR will also provide performance and compliance
3 monitoring of grantees to foster the initiative's success in target communities and populations.

4 B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

5 1. The CONTRACTOR shall serve vulnerable populations in the County of Orange which
6 include, but is not limited to:

- 7 a. Culturally specific communities (ie. LatinX, Asian, Black, Native Americans, Native
8 Hawaiians, and Pacific Islanders)
- 9 b. Undocumented individuals;
- 10 c. Low-income/economically disadvantaged individuals;
- 11 d. Tribes/Indigenous People;
- 12 e. Geographically and culturally isolated individuals;
- 13 f. Chronically-ill and/or Disabled; and
- 14 g. Sexual and gender minorities, including the LGBTQ+ population
- 15 h. Partners and stakeholders to support the OC Health Equity Coalition and Determinants
16 of Health Workstreams

17 2. The CONTRACTOR is to confirm eligibility and review of supporting forms for
18 Participants to ensure they meet the eligible criteria as established by the COUNTY.

19 D. PROGRAM DESCRIPTION

20 1. Collective Impact Experience and Qualifications

21 a. CONTRACTOR shall function as a collective impact organization which is an
22 evidence-based process documented by the Stanford Social Innovation Review and leads,
23 communicates, and coordinates activities through a mutually reinforcing plan of action towards a shared
24 vision. CONTRACTOR's infrastructure shall be designed as a facilitating mechanism for processes that
25 are delivered across a multi-agency network of providers. The program's implementation will align with
26 this unique capacity for program start-up, delivery, and reporting. CONTRACTOR shall focus work on
27 the shared values of equity, social justice, inclusiveness, accountability, innovation and having a
28 community driven approach. CONTRACTOR shall focus on its strengths in building the capacity of
29 communities to have a voice in creating policy and systems change, community strategic planning,
30 community assessments, community power building and developing collaborative initiatives.

31 b. The program will be fully integrated into the organization's existing workflow
32 and through the addition of a Health Equity Director with support staff. CONTRACTOR has extensive
33 experience in quickly mobilizing organizations, initiative implementation, data collection and synthesis
34 across large multi-agency collaboratives. CONTRACTOR will support HCA to advance the work of the
35 project consultants, HCA staff, and stakeholders. CONTRACTOR maintains a financial management
36 system designed for fund-based accounting of government contracts at the county, state, and federal
37 levels and organizational capital structure sufficient for managing multiple contracts.

1 2. Policy and Systems Change Leadership

2 a. CONTRACTOR shall be committed to cross-sector systems and policy change work.

3 b. CONTRACTOR shall provide leadership in culturally responsive and affirming
4 approaches.

5 c. CONTRACTOR shall maintain their role as a key policy stakeholder at the state and
6 local level, including but not limited to, participating in statewide and regional efforts including the
7 California COVID Justice steering committee with Public Health Advocates and health equity initiatives
8 with the California Pan Ethnic Health Network among others.

9 d. CONTRACTOR shall work at the County level to advance behavioral health access
10 and promote wellness through its extensive participation in community collaboratives, committees and
11 intersectional initiatives.

12 e. CONTRACTOR shall work to facilitate discussions and determinations on developing
13 innovative strategies, community defined practices and equity frameworks informed by the community.

14 f. CONTRACTOR shall remain committed to finding solutions for meeting the needs of
15 communities by using community-based research strategies to improve health outcomes.

16 g. CONTRACTOR shall be a unifying force to advocate for systems change at County
17 and statewide levels to engage in discussions on health equity.

18 3. Community Capacity Building of Public Health Infrastructure

19 a. CONTRACTOR will participate in the planning process with the County to build on
20 the assets and strengths of communities, leverage resources, build relationships and develop collective
21 solutions that build the trust and reciprocity needed for longer term strategies. CONTRACTOR shall
22 create a process for community ownership that guides organizations to develop agency while navigating
23 a community change process that builds on existing community relationships, networks, and power
24 building activities. CONTRACTOR shall build on existing infrastructures to enhance new response
25 capacity to quickly launch and provide a better starting point to work to refining root cause analyses and
26 community identification of change areas. CONTRACTOR shall be proactive about designing processes
27 to help organizations collectively achieve sufficient power to move structures and systems associated
28 with priority areas identified. Through a collective impact approach, CONTRACTOR shall play a key
29 role in the implementation of HCA's CDC grant planned activities and initiatives, including but not
30 limited to the formation of the OC Health Equity Coalition, Determinant of Health Workstreams, and
31 population-specific collectives.

32 b. CONTRACTOR will provide support for program coordination activities including:

33 1) Planning and Development,

34 2) Finance and Administration Management

35 3) Marketing and Communications Support

36 c. In conjunction with these activities and to ensure equitable participation from
37 community partners and stakeholders, CONTRACTOR will support the County in the deployment of

1 community participation, engagement, and mobilization grants in direct coordination with HCA. This
2 includes development and implementation of subrecipient agreements as well as performance and
3 compliance monitoring. CONTRACTOR's shall support the initiative in identifying measurable
4 outcomes and create the conditions necessary to ensure the success of the initiative by being proactive
5 and catalytic partner to ensure equitable participation.

6 E. PERFORMANCE MEASURES AND MONITORING

7 1. The following performance measures will be a requirement of this Contract.

8 a. CONTRACTOR shall partner with COUNTY in the development of the Health Equity
9 Community-based initiatives through:

- 10 1) Contributing as a meaningful partner to carry out project outcomes, ensure data
11 driven, community driven solutions, and support community strategic planning.
- 12 2) Foster cross sector collaboration, thought leadership on intersectional aspects of the
13 work and coordinate alignment and integration with public and private partners and
14 initiatives.
- 15 3) Provide initial foundational education on health equity, determinants of health,
16 addressing racism as a public health crisis, and other topics to ensure shared
17 understanding of the vision of the initiative.
- 18 4) Provide monitoring and reporting mechanisms to advance equitable policies and
19 practices.
- 20 5) Enhancement of outreach and engagement to priority populations, support of
21 equitable participation, and support of the Orange County Health Equity Coalition to
22 convene traditional AND non-traditional stakeholders.
- 23 6) Collaborate with the County to enhance outreach, engagement, and distribution and
24 administration of Participation and Implementation Grants/Funds to partners and
25 stakeholders to support the Orange County Health Equity Coalition and Determinants of
26 Health Workstreams.
- 27 7) Efficiently and effectively distribute and administer funds to historically
28 underserved and/or unserved communities most impacted by COVID-19, including but
29 not limited to, including the Native Hawaiians and Pacific Islanders, American Indians
30 and Native Alaskans, and transgender communities to mitigate the impact of COVID-
31 19.
- 32 8) Efficiently and effectively administer funds to the identified six (6) Population
33 Specific Priority Collectives, including the API, Black community, Individuals with
34 Disabilities, Latinx, LGBTQ, and Older Adults collectives.

35 2. The COUNTY shall monitor the performance of CONTRACTOR against the goals,
36 outcomes, milestones and performance standards mentioned above, as determined by COUNTY, will
37 constitute non-compliance with this Contract for which COUNTY may immediately terminate the

1 Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within
2 the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions
3 contained in the Contract.

4 3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with
5 the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY
6 shall report the findings of each monitoring to Operator.

7 F. REPORTING REQUIREMENTS

8 1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form
9 acceptable to the COUNTY. Monthly reports will be due by the twentieth (20) day of the following
10 month of services rendered, unless otherwise approved by COUNTY.

11 G. FILE MAINTENANCE AND DOCUMENTATION

12 1. CONTRACTOR shall prepare all applicable files and perform all administrative
13 management tasks, as indicated in the CONTRACT.

14 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24
15 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this
16 CONTRACT.

17 3. Records providing a full description of each activity undertaken.

18 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

19 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

20 6. Annual Audit Submission: Independent audits to be performed by a Certified Public
21 Accountant, which shall include an audit of funds received from the COUNTY, in accordance with
22 applicable regulatory requirements. Copies of each required audit report must be provided to the
23 COUNTY within thirty (30) days after the date received by the Operator.

24 7. Retention: Operator shall retain all records pertinent to expenditures incurred under this
25 Contract for a period of five (5) years after the termination of all activities funded under this Contract, or
26 after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable
27 property acquired with funds under this Contract shall be retained for five (5) years after final
28 disposition of such property. Records for any displaced person must be kept for five (5) years after s/he
29 has received final payment.

30 **V. STAFFING**

31 A. CONTRACTOR shall provide effective administrative management of the budget, staffing,
32 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities
33 are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the
34 qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not
35 limited to the following:
36

37 //

- 1 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 2 to this program;
- 3 2. Maximize the use of the allocated funds;
- 4 3. Ensure timely and accurate reporting;
- 5 4. Maintain appropriate staffing levels;
- 6 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
- 7 staff's position.
- 8 6. Effectively communicate and monitor the program for its success;
- 9 7. Maintain communication between the CONTRACT key staff and Program Administrators;
- 10 and,
- 11 8. Act quickly to identify and solve problems.

12 B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the
 13 Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)
 14 served. CONTRACTOR shall ensure that documents are maintain of such efforts which may include,
 15 but are not limited to, records of participation in COUNTY sponsored or other applicable trainings;
 16 recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate,
 17 and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are
 18 physically challenged.

19 C. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
 20 Time Equivalentents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be
 21 equal to an average of forty (40) hours work per week.

<u>PROGRAM</u>	<u>FTEs</u>
Planning and Development Staff	1.50
Marketing and Communications Staff	.25
Finance and Administration Staff	2.00
 TOTAL FTEs	 3.75

32 D. CONTRACTOR shall maintain personnel files for each staff member, including the Executive
 33 Director and other administrative positions, which will include, but not be limited to, an application for
 34 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
 35 applicable), pay rate and evaluations justifying pay increases.

36 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 37 Staffing Paragraph of this Exhibit A to the Agreement.

1 EXHIBIT B
2 TO THE CONTRACT FOR PROVISION OF
3 PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 MULTI-ETHNIC COLLABORATIVE OF COMMUNITY AGENCIES
8 SEPTEMBER 28, 2021 THROUGH SEPTEMBER 13, 2023
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

11 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in
12 effect or as amended.

13 A. DEFINITIONS

14 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
15 include a "PII loss" as that term is defined in the CMPPA.

16 2. "Breach of the security of the system" shall have the meaning given to such term under the
17 California Information Practices Act, Civil Code § 1798.29(d).

18 3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract
19 between the Social Security Administration and the California Health and Human Services Agency
20 (CHHS).

21 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
22 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
23 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
24 with performing the functions, activities and services specified in the Contract on behalf of the
25 COUNTY.

26 5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social
27 Security Administration (SSA) and DHCS.

28 6. "Notice-triggering Personal Information" shall mean the personal information identified in
29 Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under
30 Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name,
31 identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or
32 voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in
33 electronic, paper or any other medium.

34 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
35 IEA and CMPPA.

36 8. "Personal Information" (PI) shall have the meaning given to such term in California Civil
37 Code § 1798.3(a).

1 9. "Required by law" means a mandate contained in law that compels an entity to make a use
2 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
3 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
4 or tribal inspector general, or an administrative body authorized to require the production of
5 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
6 participation with respect to health care providers participating in the program, and statutes or
7 regulations that require the production of information, including statutes or regulations that require such
8 information if payment is sought under a government program providing public benefits.

9 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
10 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or
11 interference with system operations in an information system that processes, maintains or stores PI.

12 B. TERMS OF CONTRACT

13 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
14 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
15 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract
16 provided that such use or disclosure would not violate the California Information Practices Act (CIPA)
17 if done by the COUNTY.

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

20 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
21 required by this Personal Information Privacy and Security Contract or as required by applicable state
22 and federal law.

23 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
24 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
25 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
26 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
27 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
28 security program that include administrative, technical and physical safeguards appropriate to the size
29 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
30 incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its
31 current policies upon request.

32 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
33 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
34 DHCS PI and PII. These steps shall include, at a minimum:

35 1) Complying with all of the data system security precautions listed in Paragraph E of
36 the Business Associate Contract, Exhibit B to the Contract; and

37 //

1 2) Providing a level and scope of security that is at least comparable to the level and
2 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,
3 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for
4 automated information systems in Federal agencies.

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
6 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
7 Computer Matching and Privacy Protection Act Contract between the SSA and the California Health
8 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the
9 Information Exchange Contract (IEA). The specific sections of the IEA with substantive privacy and
10 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
11 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
12 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
13 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides
14 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that
15 apply to CONTRACTOR with respect to such information.

16 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect
17 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its
18 subcontractors in violation of this Personal Information Privacy and Security Contract.

19 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
20 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
21 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the
22 disclosure of DHCS PI or PII to such subcontractors or other agents.

23 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
24 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
25 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
26 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
27 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
28 employees, contractors and agents of its subcontractors and agents.

29 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
30 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
31 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
32 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such
33 breach to the affected individual(s).

34 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
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1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
2 B to the Contract.

3 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
4 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
5 carrying out the requirements of this Personal Information Privacy and Security Contract and for
6 communicating on security matters with the COUNTY.

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CONTRACT NO. MA-042-22010254

FOR

**CONSULTATIVE SERVICES FOR
COMMUNITY PLANNING**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

**WILSON AND ASSOCIATES COACHING
AND CONSULTING, LLC**

MA-042-22010254
FOR
Consultative Services for Community Planning
WITH
Wilson and Associates Coaching and Consulting, LLC

This Contract Number MA-042-22010254 ("Contract"), is made and entered into this 28th day of September, 2021 ("Effective Date") between Wilson and Associates Coaching and Consulting, LLC ("Contractor"), with a place of business at 8200 S. Vermont Avenue, #511, Los Angeles, CA 90044 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing
Attachment B – Compensation/Invoicing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Consultative Services for Community Planning under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Consultative Services for Community Planning to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to

indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be

considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:**

Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its

sole cost and expense with counsel approved by Board of Supervisors against same;
and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

If the insurance carrier 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.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

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.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract.

All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State

statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Consultative Services for Community Planning from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 28, 2021 through and including September 13, 2023, renewable for three additional years. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
11. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

12. **Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and

- d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
 - 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then

the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent

amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: Wilson and Associates Coaching and Consulting, LLC
 Attention: Chrysta Wilson, President
 Address: 8200 S. Vermont Avenue
 #511,
 Los Angeles, CA 90044

 Telephone: (213)618-1875
 E-mail: Chrysta@Wilson-and-Associates.com

For County: Name: County of Orange HCA/Procurement and Contract Services
 Attention: Brittany Davis
 Address: 405 W. 5th St. Ste. 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Hieu Nguyen
 Address: 405 W. 5th St. 5th Floor
 Santa Ana, CA 92701
 Telephone: (714) 834-2367
 E-mail: Hnguyen@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of

the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
 - a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
25. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
26. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee

of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
30. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
31. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010254 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Wilson and Associates Coaching and Consulting, LLC

Chrysta Wilson

President

Print Name

Title

DocuSigned by:
Chrysta Wilson
84FE8736B6B543F...

Signature

8/27/2021

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Massoud Shame1

Deputy County Counsel

Print Name

Title

DocuSigned by:
Massoud Shame1
79055CA571A94F8...

Signature

8/30/2021

Date

ATTACHMENT A

SCOPE OF WORK/PRICING

Through this 24-month contract, Contractor will work in partnership with HCA and its partners to engage, convene, and build capacity of the six (6) identified priority populations (i.e. API, Black community, Individuals with Disabilities, Latinx, LGBTQ, and Older Adults) to address the gaps in the health care system that are driving inequities in health and wellbeing in the county.

Background: The core consultant team for this Contract shall be four BIPOC. Collectively, Contractor shall provide a team that has over 80 years of experience in community organizing, worker's rights, civic engagement, racial equity practice, health and healing, and systems transformation and co-governance models. Contractor committed deeply to supporting efforts that are making big leaps toward racial justice, abolition, global solidarity, and the importance of treating each other with dignity along the way. The Contractor's roles include consulting, facilitating, and capacity building to support real systemic transformation driven by community members so that our communities can govern our institutions and ourselves with our wholeness intact.

Consulting Approach

Contractor's consultative approach align with the type of engagement and capacity building HCA needs with the six (6) identified priority populations most impacted by COVID-19 health disparities. These populations were also identified by the grantor, CDC, as priority populations of focus for the grant. Contractor's deep practice and mastery of the following pillars that will be critical in supporting the grant's goal of building capacities in these populations to form six (6) Population-Specific Health Equity Collectives. These pillars are include:

Focus on Right Relationships: Respectful, interdependent relationships rooted in our values of racial justice and equity and the knowledge and wisdom of our communities over many generations of how to be together is the foundation of a fruitful partnership. It also models how to govern. Being in right relationship is often supported by a set of conscious relationship agreements that provide a shared and transparent reference to all.

Co-Governance: working the six (6) Priority Population Health Equity Collectives involves engaging with each other, take care of each other, and make decisions together in a way that is collaborative and does not rest on one leader or a small group of leaders.

Power Building: This could be compared to a traditional model of community engagement in which community members are invited to share their ideas, but there is no aspiration that power relationships would change or that the community would have more power to make or influence the decisions at hand. In contrast, in a power building model those communities most impacted are building power through increasing resources, infrastructure, organizing people to create accountability, taking on systemic leadership positions, etc. to create real systemic transformation. It is community engagement that goes beyond "feedback" into creating community spaces for organizing, learning and strategizing.

Systems Transformation: HCA looks to transform systems and institutions with this project so that people who face the most disparity do not continue to be harmed. For Black, Indigenous, and

other communities of color, LGBTQ+, immigrant and undocumented communities, systems transformation is an opportunity to mitigate gaps in the health care system that are driving inequities in health and wellbeing in the county. Systems transformation begins with respecting and centering community wisdom and fostering leadership in the community as well as doing internal work in an institution to create less bureaucracy, create imagination in all aspects of the work and have a relationship with the communities it serves. This transformative process can promote healing, shared public/private ownership in advancing health equity in Orange County, and as an opportunity to help the most disenfranchised communities in Orange County thrive.

Contractor's key performance outcomes for consultative and facilitation support of the six (6) population specific collectives to advance health equity include:

- Develop and finalize the design of capacity building program in collaboration with the Office of Population Health and Equity, representatives from the priority population health equity collectives, and other relevant partners
- Conduct and provide findings of capacity assessment of the six (6) priority population health equity collectives to determine areas of capacity building needs, including assisting in the development of population specific collective profiles/reports
- Provide a menu of coaching options made available for the six (6) priority population health equity collectives, which will be tailored based on the capacity assessment results and where each collective needs the most support and coaching. This provides support needed for the development and maturation of the collectives, while helping them develop a shared agenda, vision, mission and health equity goals for the specific populations
- Provide collective training and capacity building support and consultative services based on individual needs of each collective as well as the collective learning for all the collectives. Goal is to develop shared understanding and increase shared learning of equity, health equity, social determinants of health, and other related topics
- Support in the engagement and alignment of the six (6) collectives with the Orange County Health Equity Coalition and Determinant of Health Workstreams
- Identify solutions and actions plans, including conversations about strategic and sustainability development and planning.

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$240,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

\$10,000 per month, in arrears upon approval by the County Project Manager

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

HCAAP@ochca.com

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.



CONTRACT NO. MA-042-22010255

FOR

**OC HEALTH EQUITY MAP COMMUNITY
ENGAGEMENT AND PLATFORM
ENHANCEMENTS SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

ADVANCE OC

MA-042-22010255

FOR

OC Health Equity Map Community Engagement and Platform Enhancements Services

WITH

Advance OC

This Contract Number MA-042-22010255 ("Contract"), is made and entered into this 28th day of September, 2021 ("Effective Date") between Advance OC ("Contractor"), with a place of business at 17875 Von Karman Street #100, Irvine, CA 92614 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing
Attachment B – Compensation/Invoicing
Attachment C – Business Associate Contract

RECITALS

WHEREAS, Contractor and County are entering into this Contract OC Health Equity Map Community Engagement and Platform Enhancements Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide OC Health Equity Map Community Engagement and Platform Enhancements Services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of

California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by

reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

If the insurance carrier 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.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

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.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure OC Health Equity Map Community Engagement and Platform Enhancements Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 28, 2021 through and including September 13, 2023, renewable for three additional years. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not

be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County unless (i) such data or information is an inextricable part, element, or feature of the OC Equity Map and/or its derivate work(s) and (ii) the use is related to the scope of work, as set forth in Attachment A of the Contract. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
11. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

12. Disputes – Contract:

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the

goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: Advance OC
 Attention: Katie Kalvoda
 Address: 220 Newport Center Dr. #11-173
 Newport Beach, CA 92660
 Telephone: (949) 415-6898
 E-mail: Katie@AdvanceOC.com

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 405 W. 5th St. Ste. 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Hieu Nguyen
 Address: 405 W. 5th St. 5th Floor
 Santa Ana, CA 92701
 Telephone: (714) 834-2367
 E-mail: HNguyen@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or

other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
 - a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
24. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
25. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
26. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
27. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the

Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
29. **Ownership and License:** Contractor shall retain all rights, interests, and title to the OC Equity Map as it exists on the Effective Date of this Contract and any subsequent derivative work or materials thereto that result from the use of the data that County provides to Contractor to provide the services and deliverables specified and set forth in Attachment A of this Contract. Contractor hereby grants to County an indefinite, irrevocable, and non-transferable license, free of charge or any consideration, to use the OC Equity Map and its derivative works or materials for public health and/or other health related purposes. Contractor shall not use or otherwise publish during the term of this Contract the data that the County provides to Contractor under this Contract as part of the OC Equity Map or its derivative products if such use or publication is outside the scope of the work specified in Attachment A of this Contract.
30. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
31. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. Contractor shall not speak to press or publish in newspapers, magazines, etc., on behalf of the County any information as relates to this Contract.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010255 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Advance OC

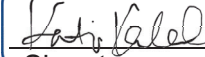
Katie Kalvoda

President

Print Name

Title

DocuSigned by:



9/8/2021

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel

Orange County, California

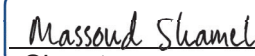
Massoud Shame1

Deputy County Counsel

Print Name

Title

DocuSigned by:



9/8/2021

Signature

Date

ATTACHMENT A

SCOPE OF WORK/PRICING

Background: The County of Orange, Health Care Agency (“County”), requires a needs assessment to be completed for the region to determine the social progress of the overall community to aid the County in determining how various populations have been and will continue to be affected by COVID-19. Contractor maintains a data mapping tool, OC Equity Map and derivative dashboards, and a Social Progress Index (SPI) platform, which allows inputs from various local, state and national vetted sources to display a wide range of social indicators, including social determinants of health.

County is contracting with Contractor for the services and deliverable set forth below.

Services: The following services shall be provided by Contractor (collectively referred to as “Services”):

1. Contractor shall maintain the OC Equity Map with regular and relevant updates and host informational workshops to increase adoption and awareness in the community for the benefit of healthcare providers, city and county leaders, community-based organizations, and the public.
2. Contractor shall utilize the SPI and OC Equity Map to create reports to support the Health Care Agency’s work to address local health disparities through the Orange County Health Equity Coalition and offer data and insight to support 3 different public health interventions derived from community coalition meetings.
3. Provide health data research and data collection for six (6) population-specific health equity collectives (Asian-Pacific Islanders, Black Community, Individuals with Disabilities, Latinx, LGBTQ, and Older Adults) to inform the planning, identification, and prioritization of population-specific needs and determinants of health areas.
4. Conduct monthly community engagement sessions or presentations to deepen public awareness and support for efforts to reduce inequities.
5. Provide health data research and demographic data collection to the OC Health Equity Coalition to inform the planning, identification, and prioritization of determinants of health focus areas.
6. Provide technical assistance through data analysis and visualization for the three (3) Determinants of Health Areas of Focus Workstreams.
7. Enhance the Orange County Equity Map to increase usability for community and community-based organizations, including continued interface with the Healthy Places Index (HPI) and other State and Nationally recognized indexes, as appropriate. This may include regular updates to the platform, data sets, and data visualization based on the most up-to-date available published data.
8. Provide customized data science support for HCA’s efforts related to population health, equity, COVID-19, and other activities on an as-needed basis of up ten (10) hours a week.

9. Provide a liaison to the community for ongoing technical assistance for the OC Equity Map by hosting webinars to answer FAQs about how to use and interpret the equity mapping tools. Contractor shall identify a community liaison to provide continuous technical assistance for the OC Equity Map and a representative to serve as a Point Person for the OC Health Equity Coalition.
10. Contribute and participate in public presentations and workshops with County officials for the OC Equity Map or OC Health Equity initiatives as needed.
11. Maintain a HIPAA compliant and secure setting for data use, analysis, and exchange.

Contractor Deliverables: Contractor shall deliver the following services at a mutually agreed upon future date (“Deliverables”).

1. Produce data profiles, reports, and/or dashboards to support the planning, identification, prioritization, and implementation of the determinants of health action focus areas for the OC Health Equity Coalition.

Project Milestones and Project Costs:

Project Milestones & Payment Schedule	Payment Due	Cost
Identify Community Liaison	Contract Execution	\$50,000
OC Health Equity Coalition – Planning	October 1, 2021	\$50,000
OC HEC – Preliminary Research & Data Collection	December 1, 2021	\$75,000
OC HEC – Descriptive Data Analysis	March 1, 2022	\$50,000
OC HEC – Develop Dashboards for 3 Workstreams	June 1, 2022	\$75,000
Update for OC Equity Map	September 1, 2022	\$100,000
OC HEC – Dashboard Iterations for 3 Workstreams	December 1, 2022	\$75,000
OC HEC – Complete Data Visualization	March 1, 2023	\$75,000
OC HEC – Final Report and Public Engagement	May 1, 2023	\$50,000

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$600,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See Attachment A

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

HCAAP@ochca.com

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

ATTACHMENT C
BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9. and B.14., apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter

amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

2) The unauthorized person who used the PHI or to whom the disclosure was made;

3) Whether the PHI was actually acquired or viewed; and

4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed

by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a. above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the

security of electronic PHI.

2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the County Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach

(such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph E.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of

investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or

2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

G. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. CONTRACTOR shall retain no copies of the PHI.

c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.



CONTRACT NO. MA-042-22010251

FOR

**GRANT ACTIVITIES EVALUATION
SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

DESERT VISTA CONSULTING, LLC.

MA-042-22010251
FOR
Grant Activities Evaluation Services
WITH
Desert Vista Consulting, LLC.

This Contract Number MA-042-22010251 ("Contract"), is made and entered into this 28th day of September, 2021 ("Effective Date") between Desert Vista Consulting, LLC ("Contractor"), with a place of business at 10002 N. 28th Pl., Phoenix, AZ 85028 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing
Attachment B – Compensation/Invoicing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Grant Activities Evaluation Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Grant Activities Evaluation Services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive

venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment,

materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

If the insurance carrier 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.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

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.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

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

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

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance,

and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent

jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Consultative Services for Community Planning from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 28, 2021 through and including September 31, 2023, renewable for three additional years. Contract shall be in

effect for the time periods specified, unless this Contract is earlier terminated by the Parties.

3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this

Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
11. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
12. **Disputes – Contract:**
 - A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s)

identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after

being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: Desert Vista Consulting, LLC.
 Attention: Karen Linkins
 Address: 10002 N. 28th Pl.
 Phoenix, AZ 85028
 Telephone: (480) 299-5900
 E-mail: karen@desertvistaconsulting.com

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 405 W. 5th St. Ste. 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Hieu Nguyen
 Address: 405 W. 5th St. 5th Floor
 Santa Ana, CA 92701
 Telephone: (714) 834-2367
 E-mail: Hnguyen@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
25. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
26. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning

the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

29. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
30. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
31. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010251 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Desert Vista Consulting, LLC.

Karen W. Linkins

Print Name

Principal

Title

DocuSigned by:
Karen W. Linkins

Signature
61CDB54D0B89409...

8/20/2021

Date

Jennifer J. Brya

Print Name

Principal

Title

DocuSigned by:
Jennifer J. Brya

Signature
18C81FF6AE36497...

8/20/2021

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

APPROVED AS TO FORM:

County Counsel

By *Massoud Shamel*

Deputy
79055CA371A94F8...

Date 8/20/2021

ATTACHMENT A

SCOPE OF WORK/PRICING

As an evaluator for HCA's CDC-RFA-OT21-2103 grant activities, Contractor will design and implement a formative, rapid-cycle evaluation for each of the following four strategies and their associated activities. Given the initiative's focus on strengthening and expanding resources and services, data and reporting, infrastructure support, and partner mobilization, the focus of the evaluation will be to identify and track influences on the progress and effectiveness of the work, as well as the overall value of the investments. Contractor shall assess the overall outcomes resulting from the strategies implemented within the HCA and the community, including assessing the extent to which impacted community voices are heard and addressed, and the strength and impact of the public-private partnerships that are developed.

This approach will produce quick feedback and insights for mid-course project/activity improvement and determine the longer-term impact of the strategies. This approach also relies on community participation to quickly develop a holistic understanding of the projects to help frame the focus and determine how to measure outcomes and impact. This will ensure that the evaluation yields information relevant to the interests of diverse users and stakeholders, which will improve the likelihood of lasting change and widespread adoption.

Contract performance outcomes for the evaluation of grant's activities and projects include:

- 1) With input from HCA staff and the community, co-design and implement a formative, rapid-cycle evaluation for each of the four strategies and their associated activities.
- 2) Ensure the evaluation design combines both qualitative and quantitative data sources, including focus groups, interviews, observational studies, stakeholder surveys, and various community health related data sources.
- 3) Provide evaluation support and technical assistance as HCA engages with the CDC on their evaluation activities.
- 4) Produce quarterly "pulse reports" to inform stakeholders of the progress and effectiveness of the four primary workstreams associated with the grant.
- 5) Produce a formative report detailing progress, challenges, and accomplishments achieved during Year 1 of the grant.
- 6) Produce a final summative report detailing the overall outcomes and impacts of the grant, including the overall value of the investments and implications for sustainability.

Contract Timeline:

Quarter	Timeline
One	September 28, 2021 – December 13, 2021
Two	December 14, 2021 – March 13, 2022
Three	March 14, 2022 – June 13, 2022
Four	June 14, 2022 – September 13, 2022
Five	September 14, 2022 – December 13, 2021
Six	December 14, 2022 – March 13, 2023
Seven	March 14, 2023 – June 13, 2023
Eight	June 14, 2023 – September 13, 2023

Budget:

Service	Deadline	Quantity	Deliverable Cost	Total Cost
1. Evaluation Design & Workplan Development	End of Quarter 2	1	\$80,000	\$80,000
2. Evaluation Activities Implementation (e.g. focus groups, interviews, observational studies, stakeholder surveys, other data sources)	Payment due every Quarter	8 Quarters	\$20,000/Quarter	\$160,000
3. Quarterly "pulse reports" production	Payment due every Quarter	8 Quarters	\$10,000/Quarter	\$80,000
4. Year 1 Formative Report	End of Quarter 4	1	\$65,000	\$65,000
5. Final Summative Report	End of Quarter 8	1	\$65,000	\$70,000
Total				\$450,000

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B

COMPENSATION AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$450,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See Attachment A

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. All payments are in arrears.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

HCAAP@ochca.com

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.



CONTRACT NO. MA-042-22010256

FOR

**HEALTH EQUITY TECHNICAL ASSISTANCE
SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

PUBLIC HEALTH INSTITUTE

MA-042-22010256
FOR
Health Equity Technical Assistance Services
WITH
Public Health Institute

This Contract Number MA-042-22010256 ("Contract"), is made and entered into this 28th day of September, 2021 ("Effective Date") between Public Health Institute ("Contractor"), with a place of business at 555 12th St. Suite 290, Oakland, CA 94607 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing
Attachment B – Compensation/Invoicing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Health Equity Technical Assistance Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Health Equity Technical Assistance Services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County,

California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or

federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that all software hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party, except for any software that constitutes Work Product and is not utilized by County as intended under this Contract or as authorized or directed by Contractor.

Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees. Contractor shall have no obligation to indemnify County under this Paragraph H for any third-party claim of intellectual property infringement based solely upon County's combination or utilization of Work Product with non-Contractor Materials that was not combined or utilized at the direction or authorization of Contractor or based solely upon County's utilization of Work Product not as intended under this Contract nor as authorized or directed by Contractor.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:**

Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

If the insurance carrier 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.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

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.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written

notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Contractor shall have no obligation to indemnify County under this Paragraph Z for any third-party claim based solely upon County's negligent act or omission at the local health department learning collaborative convened and facilitated by Contractor under this Contract.

County shall indemnify, defend, and hold Contractor harmless from and against any third-party damages, costs, liabilities, and expenses based solely on County's negligent publication, use, modification, or disclosure of Contractor data received from Contractor's Healthy Places Index that is outside the scope of this Contract and is not at the direction or authorization of Contractor.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Health Equity Technical Assistance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 28, 2021 through and including September 13, 2023, renewable for three additional years. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State

and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

8. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or

agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

10. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract (“County Data Files”) will at all times remain the property of the County. Such County Data Files may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County, except for County Data Files which are or become publicly available. All County Data Files, including copies, must be returned to the County at the end of this Contract.
11. **Intellectual Property:** As between the Parties, Contractor is the sole and exclusive owner of any and all materials and information developed or otherwise obtained by or for Contractor independently of this Contract (“Contractor Materials”). County will not copy, modify, distribute or transfer (by any means), display, sublicense, rent, reverse engineer, decompile, or disassemble the Contractor Materials except as specifically provided in this Contract.

All inventions, discoveries, and intellectual property, including any derivative works of Contractor Materials, originated or prepared by Contractor pursuant to this Contract (collectively, “Work Product”) shall belong to, and are hereby assigned to, Contractor as its sole and exclusive property.

County shall have Government Purpose Rights to the Work Product. “Government Purpose Rights” are the irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product, solely for “County Government Purposes.” “Government Purpose Rights” also include the right to release or disclose the Work Product outside County solely for County Government Purposes and to authorized recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product solely for County Government Purposes. Such recipients of the Work Product may include, without limitation, County Contractors. California local governments, the U.S. federal government, and the State of California. “Government Purpose Rights” or County Government Purposes do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose or inure a commercial benefit to a third-party.

12. **Disputes – Contract:**
 - A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files

or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: Public Health Institute
 Attention: Darneshia Blackmon
 Address: 555 12th St. Suite 290
 Oakland, CA 94607
 Telephone: (510) 285-5742
 E-mail: darneshia.blackmon@phi.org

CC: Name: Public Health Alliance of Southern California
 Attention: Bill Sadler
 Address: 555 12th St. Suite 290
 Oakland, CA 94607
 Telephone: (619) 642-2488
 E-mail: bsadler@phi.org

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 405 W. 5th St. Ste. 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Hieu Nguyen
 Address: 405 W. 5th St. 5th Floor
 Santa Ana, CA 92701
 Telephone: (714) 834-2367
 E-mail: Hnguyen@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
25. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
26. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall

have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

29. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
30. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
31. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract ("Publications"), are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract and except to the extent any such Publications constitute Work Product and no County Data Files are included in such Publications. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010256 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Public Health Institute

Mary A. Pittman, DrPH

President & CEO

Print Name

Title

DocuSigned by:

Mary A. Pittman, DrPH

9/7/2021

Signature

Date

Israel K. Ghebretinsae

Chief Financial Officer

Print Name

Title

DocuSigned by:

Israel K. Ghebretinsae

9/8/2021

Signature

Date

County of Orange, a political subdivision of the State of California
Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

Approved as to Form
Office of the County Counsel
County of Orange, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

Brittany McLean

9/8/2021

Signature

Date

ATTACHMENT A

SCOPE OF WORK/PRICING

Background:

The Contractor is a collaborative of the executive leadership of ten Local Health Departments (LHDs) in Southern California, with Orange County joining as the newest Alliance member. Collectively, the Alliance members have statutory responsibility for the health of nearly 60% of California's residents. The Contract is widely known for its proprietary data mapping tool, the Healthy Places Index, which has been utilized to allocate more than one billion grant dollars from state agencies and philanthropy, directing resources to communities most in need. The California Department of Public Health is also utilizing the Contractor's Healthy Place Index to support the equity metric as part of the Blueprint for a Safer Economy and vaccine distribution. This type of data-driven approach, in addition to OC's own SPI platform, to identifying equity issues at the local level enables HCA and other stakeholders in Orange County engage in root cause analysis and find community-based solutions to address local social determinants of health and other factors that drive health disparities.

Most recently, HCA has partnered with the Contractor to provide customized support and recommendations to support the expansion and integration of health and race equity across the Agency, conduct a COVID-19 Impact Analysis, and produce an Orange County Healthy Place Index profile for HCA. This support has helped HCA to address COVID-19-related health disparities and advance health equity to ensure everyone has the opportunity and resources to live a long and healthy life.

The Contractor is well-positioned to serve as a local and regional technical assistance resource for HCA to help achieve HCA's CDC-RFA-OT21-2103 grant activities and their intended outcomes through customized equity-focused technical assistance, staff and community partner trainings, and the launch of a regional equity learning collaborative that would include all Contractor members. These activities help the HCA with strategies to build upon our data plans for collecting and reporting, educate stakeholders on data collection and dissemination, and develop and implement plans to disseminate health equity-related data that are culturally and linguistically relevant.

Services to be Provided:

The HCA seeks professional services and technical support of the Contractor to support the grant's activities and projects, including:

1. Develop strategies to educate providers, community partners, and programs through:
 - a. Multi-Sector Race/Ethnicity Data Collection Trainings: Collection of accurate race/ethnicity data is crucial for measuring disparities in health outcomes, including COVID-19. The Contractor will develop and deliver trainings for collaborative partners on:
 - i. The importance of race and ethnicity data and their role in informing health equity work
 - ii. Best practices for the design of questions collecting race/ethnicity, and strategies to elicit these data successfully and accurately
 - iii. Develop key principles and resources for collecting, analyzing, reporting, and disseminating health equity-related data to inform action during a public health emergency

- b. Power Building and Sharing Trainings/Workshops: Develop and implement trainings/workshops for health and equity leaders in the department that elevate best practice approaches for building authentic community relationships and strategies for co-designing solutions that work to address health inequities. Workshops would be developed in collaboration with department equity leads and would provide compensation for and incorporate expertise from local community leadership/partners.
2. Healthy Places Index-focused technical assistance to create a data interface between HPI and the HCA's OC SPI. Support improved interoperability between Orange County data tools and the California Healthy Places Index through tailored technical assistance (up to 6 hours per month) focused on data structures, pipelines, and workflows, including:
 - a. Advisement on data sources and repositories
 - b. Informing development of data pipelines between Orange County data tools and the Healthy Places Index data and mapping platform
 - c. Standardizing file formats
 - d. General TA on use of the California Healthy Places Index map, data, and decision support layers, including support for technical, data, and programmatic questions
3. Joint Regional Equity Learning Collaborative: The Contractor will convene and facilitate a regional health and racial equity-focused learning collaborative with Contractor health department regional members that would consist of cross-departmental member teams, including leadership level and equity focused staff. This collaborative would focus on key strategies and approaches for operationalizing equity internally and in partnership with the communities they serve, in alignment with this grant's intended outcomes, strategies and activities. The collaborative will also focus on regional opportunities for alignment around strategies and community-informed approaches for advancing health and race equity during COVID-19 and beyond. The Contractor shall provide the following model (building on feedback from multiple member departments):
 - a. Minimum of 6 virtual convenings over two years over the grant period. Each member department/agency can identify a 5-6 person cross-departmental learning collaborative team. Each team should include: one department/agency equity lead, key partners from the equity office or aligned division/bureaus, Director commitment and/or support
 - b. Hands on skill building/training facilitated by the Contractor and other expert speakers/practitioners
 - c. Key themes/priorities will be aligned with this grant's intended outcomes, strategies and activities, which include, but are not limited to: Racism as a Public Health Crisis Implementation Strategies), Regional Approaches for Data Standardization, Advancing Racial Equity in a Prop 209 State, Enhancing Cross-Departmental Capacity to Advance Health/Race Equity, Advancing Equity Through Departmental Plans (CHA/CHIP), Advancing Health and Race Equity in Contracting and Procurement, Community Coalition and Power building, etc.
 - d. Identification of regional priorities/areas of alignment with this grant's intended outcomes, strategies and activities, especially Strategy #3 around building, leveraging, and expanding infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved
 - e. Build community capacity to reach disproportionately affected populations with effective culturally and linguistically tailored programs and practices for testing

and contact tracing, and quarantine, including racial and ethnic minority populations and rural communities

4. Tailored Technical Assistance: Equity-focused technical assistance around priority and emerging equity needs for the Office of Population Health and Equity and its efforts to guide addressing COVID-19 among communities at higher risk and that are underserved. Technical assistance can include:
 - a. One-on-One Director/team meeting support
 - b. Support with the forming of employee affinity groups, advisory groups, and other DEI best practices
 - c. Capacity building/technical assistance for Office of Population Health & Equity
 - d. Resource and best/promising practice identification (based on regional, state and national best practices)
 - e. Training development support

Contractor key performance outcomes for equity-focused technical assistance and supports include:

1. Conduct two (2) multi-sector race/ethnicity data collection trainings for both internal and external partners
2. Conduct two (2) multi-sector power building and share trainings for cross sector community partners
3. Provide technical assistance to create a data interface between HPI and the HCA's Orange County Equity Map (SPI) through tailored technical assistance (up to 6 hours per month) focused on data structures, pipelines, and workflows
4. Provide up to 15 hours a month of tailored-equity technical assistance to the Office of Population Health and Equity
5. Convene and facilitate a regional health and racial equity-focused learning collaborative with Contractor health department regional members to focus on key strategies and approaches for operationalizing equity internally and in partnership with the communities

Budget

Service	Deadline	Cost
1. Multi-Sector Race/Ethnicity Data Collection Trainings	End of Q4	\$15,000
2. Power-Building and Sharing Trainings	End of Q4	\$15,000
3. Healthy Places Index-focused technical assistance	Q1, Q2, Q3, Q4, Q5, Q6, Q7, Q8	\$3,750/Quarter (\$30,000)
4. Office of Population Health and Equity Technical Assistance Support	Q1, Q2, Q3, Q4, Q5, Q6, Q7, Q8	\$9,000/Quarter (\$70,000)
5. Local Health Departments Learning Collaborative	End of Q4 and Q8	\$70,000
Total		\$200,000

Payment Schedule: Contractor will submit quarterly invoices in the amount of \$25,000 each quarter.

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B

COMPENSATION AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$200,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See Attachment A

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

HCAAP@ochca.com

9. **Payment (Electronic Funds Transfer)**

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.



CONTRACT NO. MA-042-22010330

FOR

**OC HEALTH EQUITY COALITION MEDIA
CAMPAIGN SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

CELERY DESIGN COLLABORATIVE, LLC.

MA-042-22010330
 FOR
 OC Health Equity Coalition Media Campaign Services
 WITH
 Celery Design Collaborative, LLC.

This Contract Number MA-042-22010330 ("Contract"), is made and entered into this 28th day of September, 2021 ("Effective Date") between Celery Design Collaborative, LLC. ("Contractor"), with a place of business at 1718 San Pablo Ave., Berkeley, CA 94702 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work/Pricing
 Attachment B – Compensation/Invoicing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for OC Health Equity Coalition Media Campaign Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for OC Health Equity Coalition Media Campaign Services as set forth herein, and Contractor represented that it is qualified to provide OC Health Equity Coalition Media Campaign Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide OC Health Equity Coalition Media Campaign Services to the County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation/Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to,

or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

If the insurance carrier 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.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

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

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.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written

notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees 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 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure OC Health Equity Coalition Media Campaign Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 28, 2021 through and including September 13, 2023. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
8. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
11. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the

existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

12. Disputes – Contract:

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

13. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;

- b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- 1. The Contractor has made false certification, or
 - 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
14. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government,

this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Name: Celery Design Collaborative, LLC.
 Attention: Rod DeWeese
 Address: 1718 San Pablo Ave.
 Berkeley, CA 94702
 E-mail: rod@celerydesign.com

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 405 W. 5th St. Suite 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Hieu Nguyen
 Telephone: (714) 834-2367
 E-mail: hnguyen@ochca.com

20. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
21. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of

the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
24. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
25. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
26. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee

of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
30. **Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
31. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22010330 the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Celery Design Collaborative, LLC.

Rod DeWeese Partner
Print Name Title

DocuSigned by:
Rod DeWeese 8/26/2021
Signature EC107084C7D246B... Date

Brian Dougherty Partner
Print Name Title

DocuSigned by:
Brian Dougherty 8/30/2021
Signature 5383EACFDD86493... Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent
Print Name Title

Signature Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Massoud Shame1 Deputy County Counsel
Print Name Title

DocuSigned by:
Massoud Shame1 8/30/2021
Signature 79155CA571A94F8... Date

ATTACHMENT A

SCOPE OF WORK/PRICING

Background: Contractor shall implement Phase 2 and 3 of a multi-phased communications campaign to support HCA's efforts to advance population health and equity in Orange County through its OC Equity Initiative. The multi-phased campaign is intended to generate a shared understanding among key stakeholders and potential participants of the various efforts to be funded by HCA's CDC Health Equity grant and the benefits of using the new OC Equity Map. Through the OC Equity Initiative, the COUNTY is seeking to promote the systems change and community transformation that is necessary to reduce and eventually eliminate health disparities and other causes of vulnerability to health disorders, including COVID-19.

Phase 2 services to be provided (\$180,000 total): Phase 2 work products to be developed per the requirements of the COUNTY will include:

Services & Deliverables	Cost Per Month (16 months)
<p>Ongoing Social Media Campaign: Design and develop social media messaging graphics imagery and videos to promote the availability of the OC Equity Map the OC Equity Coalition</p> <p>Action Areas and the overall Equity in OC initiative for both specific target audiences and the community at large</p>	\$2,500 per month
<p>Website content: Design of the "Equity in OC" website and development of content including a comprehensive e-book frequently asked questions initiative activities and progress and guidance for how to be a part of the initiative.</p>	\$2,500 per month
<p>Advancing the campaign: Additional content for descriptive brochures and other collateral materials to engage and recruit participants into action areas targeted at specific determinants of health inform potential funders of action areas efforts and generally promote alignment among community organizations around the aims of the action areas.</p>	\$6,250 per month

Phase 3 services to be provided (\$20,000 total): Phase 3 of the Contractor's campaign will focus on messaging of the Initiative's progress, results and learning from Phases 1 and 2 (to support adoption of similar efforts in new areas as well as sustainability of progress achieved) and to transition communication activities to permanent managers. Phase 3 work products to be developed per the requirements of the COUNTY will include:

Services & Deliverables	Cost Per Month (2 months)
Ongoing Social Media Campaign: Advance the social media messaging, graphics, imagery and videos to shift the Equity in OC initiative into a permanent endeavor – and transition maintenance to HCA and/or other entities with permanent responsibility to support the equity efforts. Website content: Advance the design of the “Equity in OC” website and development of content, including a comprehensive e-book, frequently asked questions, initiative activities and progress, and guidance to shift the Equity in OC initiative into a permanent endeavor – and transition website content and design efforts to HCA and/or other entities with permanent responsibility to support the equity efforts.	\$2,500
Transitioning the campaign: Design or redesign content for descriptive brochures and other collateral materials to shift the Equity in OC initiative into a permanent endeavor – and transition management of collateral and other campaign communications supports to HCA and/or other entities with permanent responsibility to support the equity efforts.	\$7,500 per month

No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.

ATTACHMENT B**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$200,000 for the Term of Contract.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See Attachment A

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number (**MA-042-22010330**)
 - g. Agency/Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

Orange County Health Care Agency
Accounts Payable
PO Box 689
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

Contract Summary Form

Population Health and Equity Partnership Services

Institute for Healthcare Improvement

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Milestone Schedule and Fees

Milestone or deliverable(s)	Estimated payment date	Anticipated Payment
<i>Launch.</i> Contract execution; Final project charter for Equity Coalition and design for Learning and Action Community governance structure.	Month 3	\$176,153
<i>Planning and Foundation.</i> County develops a common understanding of – and shared vision for – population health and health equity in Orange County; Establish baseline measures and improvement targets for overall initiative.	Month 6	\$176,153
<i>Assessment.</i> Identify key stakeholders for baseline assessments for County and other participating organizations; Develop exploratory questions; Analyze data request to review during project calls and diagnostic and planning meeting.		
<i>Strategic Guidance and Planning.</i> Bi-weekly project oversight and coaching calls; Delivery of in-person or virtual diagnostic and planning meeting; Initial and final drafts for Phase II planning; Ongoing work with County to shift from a programs and project orientation to a population and equity orientation.		
<i>Learning Session 1.</i> Delivery of Learning Session 1, up to 3 days in duration. Tentatively scheduled for Month 6.		
<i>Project Oversight and County Coaching Calls.</i> Bi-weekly project oversight and coaching calls; County able to accurately track a prioritized set of population health and equity measures and has in place other elements of a robust learning and measurement system; Work with County to shift from a programs and project orientation to a population and equity orientation shows early signs of progress.	Month 11	\$352,306

<i>All Team Webinars and Coaching Calls. Webinars (up to 1.5 hours) and coaching calls (up to 1 hour) during Action Period 1.</i>		
<i>Equity Action Labs. County and community partners planning and implementation of their first labs.</i>		
<i>Learning Session 2. Delivery of Learning Session 2, up to 2 days in duration. Tentatively scheduled for Month 10.</i>		
<i>Project Oversight and County Coaching Calls. Bi-weekly project oversight and coaching calls; County able to demonstrate (via assessments) increased general capacity to tackle complex (adaptive) population health and health equity challenges.</i>	Month 16	\$352,306
<i>Equity Action Labs. County and community partners planning and implementation of their second labs.</i>		
<i>All Team Webinars and Coaching Calls. Webinars (up to 1.5 hours) and coaching calls (up to 1 hour) during Action Period 2.</i>		
<i>Learning Session 3. Delivery of Learning Session 3, up to 2 days in duration. Tentatively scheduled for Month 15.</i>		
<i>Project Oversight and COUNTY Coaching Calls. Bi-weekly project oversight and coaching calls; Work with County to shift from a programs and project orientation to a population and equity orientation shows measurable progress; County able to demonstrate (via assessments) continued increased general capacity to tackle complex (adaptive) population health and health equity challenges.</i>	Month 21	\$352,306
<i>All Team Webinars and Coaching Calls. Webinars (up to 1.5 hours) and coaching calls (up to 1 hour) during Action Period 3.</i>		
<i>Dissemination Planning. Development of content development and dissemination plan.</i>		
<i>Project Oversight and County Coaching Calls. Bi-weekly project oversight and coaching calls.</i>	Month 24	\$352,306
<i>Final Dissemination Deliverables. Delivery of final dissemination content and materials.</i>		
<i>Contract Not to Exceed Amount</i>		\$1,761,531

Contract Summary Form

Partner Outreach, Engagement, and Grants Support Services

Multi-Ethnic Collaborative of Community Agencies

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

PROGRAM BUDGET	Period One	Period Two
Determinants of Health Implementation Subrecipient Grants		
Determinant of Health Action Area #1	\$1,000,000	\$1,000,000
Determinant of health Action Area #2	\$1,000,000	\$1,000,000
Determinant of Health Action Area #3	\$1,000,000	\$1,000,000
Community Participation Subrecipient Grants	\$2,200,000	\$2,200,000
Historically Underserved Population Grant Subrecipients		
Transgender Community	\$180,000	\$180,000
Pacific Islanders and Native Hawaiians	\$180,000	\$180,000
American Indians and Native Alaskans	\$180,000	\$180,000
Population Specific Collective Subrecipients		
Asian Pacific Islanders	\$200,000	\$200,000
Black Community	\$200,000	\$200,000
Latinx	\$200,000	\$200,000
LGBTQ	\$200,000	\$200,000
Individuals with Disabilities	\$200,000	\$200,000
Older Adults	\$200,000	\$200,000

Community Member Participation Stipends	\$110,000	\$110,000
Program Total	\$7,050,000	\$7,050,000

ADMINISTRATION BUDGET**Community Mobilization, Convening, and Engagement Support**

Indirect	\$275,000	\$275,000
Planning and Development	\$150,000	\$150,000
Marketing and Communications	\$25,000	\$25,000
Finance and Administration Management	\$150,000	\$150,000
Administration Total	\$600,000	\$600,000
TOTAL MAXIMUM OBLIGATION: \$15,300,000	\$7,650,000	\$7,650,000

Contract Summary Form

Consultative Services for Community Planning
Wilson and Associates Coaching and Consulting, LLC

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Monthly Cost for Services (paid in arrears)	Number of Months	Total Contract Not to Exceed Amount
\$10,000	24	\$240,000

Contract Summary Form

OC Health Equity Map Community Engagement and Platform Enhancements
Services

Advance OC

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Project Milestones & Payment Schedule	Payment Due	Cost
Identify Community Liaison	Contract Execution	\$50,000
OC Health Equity Coalition – Planning	October 1, 2021	\$50,000
OC HEC – Preliminary Research & Data Collection	December 1, 2021	\$75,000
OC HEC – Descriptive Data Analysis	March 1, 2022	\$50,000
OC HEC – Develop Dashboards for 3 Workstreams	June 1, 2022	\$75,000
Update for OC Equity Map	September 1, 2022	\$100,000
OC HEC – Dashboard Iterations for 3 Workstreams	December 1, 2022	\$75,000
OC HEC – Complete Data Visualization	March 1, 2023	\$75,000
OC HEC – Final Report and Public Engagement	May 1, 2023	\$50,000

Contract Summary Form

Grant Activities Evaluation Services

Desert Vista Consulting, LLC.

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

Service	Deadline	Quantity	Deliverable Cost	Total Cost
1. Evaluation Design & Workplan Development	End of Quarter 2	1	\$80,000	\$80,000
2. Evaluation Activities Implementation (e.g. focus groups, interviews, observational studies, stakeholder surveys, other data sources)	Payment due every Quarter	8 Quarters	\$20,000/Quarter	\$160,000
3. Quarterly "pulse reports" production	Payment due every Quarter	8 Quarters	\$10,000/Quarter	\$80,000
4. Year 1 Formative Report	End of Quarter 4	1	\$65,000	\$65,000
5. Final Summative Report	End of Quarter 8	1	\$65,000	\$70,000
Total				\$450,000

Contract Summary Form

Healthy Equity Technical Assistance Services

Public Health Institute

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

Budget

Service	Deadline	Cost
1. Multi-Sector Race/Ethnicity Data Collection Trainings	End of Q4	\$15,000
2. Power-Building and Sharing Trainings	End of Q4	\$15,000
3. Healthy Place Index-focused technical assistance	Q1, Q2, Q3, Q4, Q5, Q6, Q7, Q8	\$3,750/Quarter (\$30,000)
4. Office of Population Health and Equity Technical Assistance Support	Q1, Q2, Q3, Q4, Q5, Q6, Q7, Q8	\$9,000/Quarter (\$70,000)
5. Local Health Departments Learning Collaborative	End of Q4 and Q8	\$70,000
Total		\$200,000

Contract Summary Form

OC Health Equity Media Coalition and Communication Campaign Services

Celery Design Collaborative, LLC.

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

Phase 2 services to be provided (\$180,000 total):

Services & Deliverables	Cost Per Month (16 months)
Ongoing Social Media Campaign: Design and develop social media messaging graphics imagery and videos to promote the availability of the OC Equity Map the OC Equity Coalition Action Areas and the overall Equity in OC initiative for both specific target audiences and the community at large	\$2,500 per month
Website content: Design of the "Equity in OC" website and development of content including a comprehensive e-book frequently asked questions initiative activities and progress and guidance for how to be a part of the initiative.	\$2,500 per month
Advancing the campaign: Additional content for descriptive brochures and other collateral materials to engage and recruit participants into action areas targeted at specific determinants of health inform potential funders of action areas efforts and generally promote alignment among community organizations around the aims of the action areas.	\$6,250 per month

Phase 3 services to be provided (\$20,000 total):

Services & Deliverables	Cost Per Month (2 months)
Ongoing Social Media Campaign: Advance the social media messaging, graphics, imagery and videos to shift the Equity in OC initiative into a permanent endeavor – and transition maintenance to HCA and/or other entities with permanent	\$2,500

<p>responsibility to support the equity efforts. Website content: Advance the design of the “Equity in OC” website and development of content, including a comprehensive e-book, frequently asked questions, initiative activities and progress, and guidance to shift the Equity in OC initiative into a permanent endeavor – and transition website content and design efforts to HCA and/or other entities with permanent responsibility to support the equity efforts.</p>	
<p>Transitioning the campaign: Design or redesign content for descriptive brochures and other collateral materials to shift the Equity in OC initiative into a permanent endeavor – and transition management of collateral and other campaign communications supports to HCA and/or other entities with permanent responsibility to support the equity efforts.</p>	<p>\$7,500 per month</p>



Sole Source Request Form

Sole Source BidSync #042-C032725-BD-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: August 11, 2021	
Vendor Name: Institute for Healthcare Improvement		Sole Source BidSync Number: 042-C032725-BD-SS	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): September 28, 2021 – August 31, 2023		Is Agreement Grant Funded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percent Funded:100% Funding Source: FED: (CDC-RFA-OT21-2013 National Initiative to Address COVID-19 Health Disparities)	
Contract Amount? \$1,761,531		Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Contract Amount? \$1,761,531		Is this renewable? If yes, how many years? Yes – 3 additional one year terms (subject to availability of funding)	
Type of Request: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: September 1, 2023 – August 31, 2024 September 1, 2024 – August 31, 2025 September 1, 2025 – August 31, 2026		Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: September 28, 2021	ASR Number: Supplemental ASR	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. Yes, language is pending review by County Counsel and Risk Management.			
Was Contract Approved by Risk Mgmt.? Risk Management review is pending		Was Contract Approved by County Counsel? County Counsel review is pending.	
Were any exceptions taken? If yes, explain in detail. There were minor revisions to the Terms and Conditions, based on County Counsel and Risk Management's review and recommendations.			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Bidsync #042-C032725-BD-SS

SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a professional services contract for specialized technical assistance for system change that promotes population health management and equity both county-wide and within the Health Care Agency service areas.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

Through this 24-month engagement, IHI will work in partnership with HCA and its partners to measurably expand Orange County's ability to address the gaps in the health care system that are driving inequities in health and wellbeing in the county.

This partnering will include:

- Identifying and tapping into existing agency and community governance structures to drive efforts and venues for meeting and collaboration which draw upon existing strengths within agencies, organizations, and associations;
- Supporting execution using an assets-based approach that seeks to uncover and use the strengths within communities as a means for sustainable change;
- Understanding imbedded power structures within the community, including discussing and assessing the constraints to building equity and engaging traditionally marginalized voices in the community (e.g., racial/ethnic/income inequities);
- Prioritizing a focus on population-level outcomes that matter to the community at multiple levels (individual, group, community), including building a system of data for ongoing learning and improvement, not judgement and accountability; and
- Building capacity and capability for quality improvement at the community-level, where traditional improvement science is married with community development and organizing methods with an emphasis on building skills among community-based leaders, front-line service providers, and community residents.

With a commitment to partnering with communities and in alignment with the stated priorities of HCA, the HCA/IHI Partnership (Partnership) will draw on the IHI Pathways to Population Health Framework and the Community of Solutions Framework to support HCA and their multi-sector partners.

Pathways to Population Health: The Pathways to Population Health Framework presents four portfolios of population health that offer organizations a simple way to organize their work in service of achieving a balance over time for greatest impact: Physical and mental health; Social and Spiritual Well- being; Community Health and Well- being; and Communities of Solutions. The framework offers foundational concepts and a common language to help different organizations and stakeholders collaborate and presents the interconnected portfolios of population health with specific levers for implementation to accelerate progress within and across the portfolios.

Community of Solutions Framework: The Community of Solutions Framework extends Pathways to Population Health (Portfolio 4) and is designed to accelerate community transformation through a wide array of skills, tools, and behaviors divided into five domains: Leading from Within, Leading Together, Leading for Outcomes, Leading for Equity, and Leading for Sustainability. The framework supports organizations and communities at all stages of readiness and reframes challenges by shifting mindsets, putting the emphasis on identifying and leveraging the resources that exist in communities, rather than focusing on deficits. Taken together, the Community of Solutions framework helps people and organizations find new ways of working that encourage peer-to-peer learning, engender trust through relationship building, and foster creativity in problem solving, partly by recognizing the untapped talents of those who have been marginalized.

When used in concert, these two frameworks support population and community transformation in ways that improve health and build more equitable systems. Improvements tested at the local level can be spread and scaled because there is growing trust and an atmosphere of teamwork. The community can use its assets in traditional and nontraditional ways to effect transformation in policy, systems, and environmental changes over time to address the root causes of poor health and inequity.

Services - Phases

IHI will support the Partnership through three phases described briefly below:

- PHASE I: Planning and Foundation (5 months): A diagnostic and planning period to set clear expectations for the Partnership, assist IHI to understand key population segments and their needs, establish appropriate governance structures for the Orange County Equity Coalition to drive the work within HCA and the Orange County community, and to assess current capabilities and lay a strong foundation for population health and equity work.
- PHASE II: Learning and Action (16 months): The Learning and Action phase with three mutually reinforcing components:
 - Deep engagement with HCA with ongoing strategic guidance, coaching, and training, move to action on the HCA strategic plan, improve internal systems, build deeper relationships with community providers, and enhance their overall capacity to eliminate health inequities.
 - Launch of a coordinated Learning and Action Community to test and refine ideas that lead to improvement in population health focus areas and within specific social determinants workstreams; and
 - Building quality improvement and population health capabilities at multiple levels for the stakeholder organizations and building internal capability at HCA and other key partners in Orange

County to lead future improvement initiatives.

- PHASE III: Harvesting, Future Action Planning, and Dissemination (3 months): The final phase harvests critical learnings from the Learning and Action phase, telling the story through case studies and other compelling dissemination tools. This phase focuses on sustaining and growing the work through action-oriented planning, supporting key workstreams to continue beyond the engagement with IHI, and supporting HCA and other stakeholders to deepen their capability to advance population health initiatives.

All three phases will contain both internal and external work:

Internal: Developing HCA ability within public health to improve the overall health of those they directly serve – both through improvement of their internal systems as well as through more effective partnerships with both contracted and independent community providers. This can include:

- Developing a common understanding of - and a shared vision for - population health and health equity in Orange County;
- Deepening HCA ability to use population health management strategies¹;
- Increasing longitudinal, coordinated supports for individuals with complex needs;
- Expanding capability to support an individual's whole health including addressing relevant social determinants and structural inequities;
- Moving to action on key components of the HCA strategic plan;
- Building and/or deepening effective relationships among community providers and helping each of them understand their individual and combined contributions to health and health equity; and
- Shifting from a programs and projects orientation to a focus on the health of populations and health equity.

External: Improving HCA ability to serve as leader and convener to address gaps in health and health care through:

- Increased support for the identification, communication, and prioritization of needs based on data driven information down to the census level;
- Convening cross-sector public and private partners around these needs;
- Creating greater alignment in efforts among organizations to generate a greater impact as individually and collectively; and
- Fostering of increased readiness of the private sector to fund and support system improvements.

In practice, the internal and external work will not be fully distinct and separate areas of work; both will inform the other and the different workstreams may be aligned to create synergies and efficiencies.

- 3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.***

The Institute for Healthcare Improvement has provided technical assistance for 30 years to health care providers

across the United States and around the world to realize its vision of redesigning health care into a system without errors, waste, delay, and unsustainable costs. Today, IHI is an influential force in health and health care improvement in the US and has a rapidly growing footprint in dozens of other nations, including Canada, England, Scotland, Denmark, Sweden, Singapore, Latin America, New Zealand, Ghana, Malawi, South Africa, the Middle East, and elsewhere.

IHI's deep experience across the health care field and with population health and equity in particular positions IHI to rapidly support HCA both internally and with our partners to achieve our new Vision, Mission and Goals and Objectives. Given the 24-month duration of this federal grant (*CDC-RFA-OT21-2103 National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities*) and associated need to facilitate system improvement that reduces health inequities, HCA needs an implementation partner with existing models and approaches to population health and equity that can be adopted by HCA and across the Orange County landscape. Delay in developing this depth of capability will delay the overall project, if not make it impossible.

IHI is nationally and internationally recognized as a health improvement leader and population health and equity subject matter expert, as evidenced by their frameworks *Pathways to Population Health* and *Community of Solutions*, which were developed with the Robert Wood Johnson Foundation (see summaries of the frameworks attached). IHI has worked with multiple communities to work collaboratively to reduce local health disparities. See attached list of examples. Other agencies with the population health and equity experience needed for this work do not have the ability to provide the range of technical assistance required – at the scale and scope required for our plan. Other agencies focus on assessing needs and providing curriculum and/or training, but lack an implementation model and support structure for the scope and complexity of our need.



Sole Source Request Form

Sole Source Bidsync #042-C032725-BD-SS

4. How does recommended vendor's prices or fees compare to the general market?

Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

IHI has provided a deliverable-based fee schedule that is focused on the required deliverables to support the County's needs. IHI is able to provide the needed services quickly and within the budget issued by the County of Orange. The contract will be funded by the federal Equity grant issued by the U.S. Center for Disease Control and will not impact Net County Costs. The fees and services are not commensurate with any other health equity contractors/organizations so a cost analysis is not comparable.

5. If the recommended vendor was not available, how would the County accomplish this particular task?

Attach additional sheet if necessary.

The County would have to go through the lengthy process and time consuming of hiring new technical staff to conduct these activities, which would not be sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame. Any funds that are unspent during the Grant period will have to be returned to the funding source, and the County risks losing these funds if we are not able to execute a contract expeditiously.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

The Institute for Healthcare Improvement has not had any name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. *(Only applicable for Solicitation Exemption)*

Attach additional sheet if necessary.

Not applicable



Sole Source Request Form

Sole Source Bidsync #042-C032725-BD-SS

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>Hieu Nguyen</i> 63FDEF49A8454BA...	Print Name: Hieu Nguyen	Date: 8/12/2021
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Brittany Davis</i> CBA8D85B77D2461...	Print Name: Brittany Davis	Date: 8/12/2021
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Clayton Chau M.D., PhD</i> AFEE619990EB464...	Print Name: Clayton Chau M.D., PhD	Date: 8/12/2021
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:



Sole Source Request Form

Sole Source BidSync # 042-C032776-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: August 11, 2021	
Vendor Name: Multi-Ethnic Collaborative of Community Agencies		Sole Source BidSync Number: 042-C032776-SS-JB	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): September 28, 2021 – August 31, 2023		Is Agreement Grant Funded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percent Funded: 100% Funding Source: FED: (CDC-RFA-OT21-2013 National Initiative to Address COVID-19 Health Disparities)	
Contract Amount? \$15,300,000		Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Contract Amount? \$15,300,000		Is this renewable? If yes, how many years? Yes – 3 additional one-year term (subject to availability of funding)	
Type of Request: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: September 1, 2023 – August 31, 2024 September 1, 2024 – August 31, 2025 September 1, 2025 – August 31, 2026		Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: September 28, 2021	ASR Number: Supplemental ASR	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. No, this Contract does not include Non-Standard Language			
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has standard terms and conditions		Was Contract Approved by County Counsel? County Counsel review is pending	
Were any exceptions taken? If yes, explain in detail. No			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Bidsync # 042-C032776-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a professional service contract for cross-sector community outreach, engagement, and mobilization of public private partners, community members, and other key stakeholders to support HCA's planned activities and strategies that promotes population health management and equity both county-wide and within the Health Care Agency service areas. Additionally, MECCA is to support the deployment of participation and implementation grants/funds to support community partners and activation of the initiative's activities.

- 2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

MECCA will provide support for program coordination activities including: 1) Strategic Planning and Development, 2) Marketing and Communications, 3) Training and Capacity Development, and 4) Program Management. In conjunction with these activities and to ensure equitable participation from community partners and stakeholders, MECCA will support in the deployment of community participation, engagement, and mobilization grants in direct coordination with HCA. This includes development and implementation of subrecipient agreements as well as performance and compliance monitoring. MECCA's goal is to support the initiative in identifying measurable outcomes and create the conditions necessary to ensure the success of the initiative by being proactive and catalytic partner to ensure equitable participation.

In partnership with HCA in the development of the initiative, MECCA proposes the following approach:

- Contribute as a meaningful partner to carry out project outcomes, ensure data driven, community driven solutions, provide technical assistance and support community strategic planning
- Foster cross sector collaboration, thought leadership on intersectional aspects of the work and coordinate alignment and integration with public and private partners and initiatives
- Provide foundational education on health equity, determinants of health, addressing racism as a public health crisis, and other topics to ensure shared understanding of vision of the initiative
- Provide monitoring and reporting mechanisms and advance equitable policies and practices
- Provide outreach and engagement to priority populations, support equitable participation, and support the Orange County Health Equity Coalition to convene both traditional and non-traditional stakeholders
- Outreach, engage, and distribution and administer of Participation and Implementation Grants/Funds to partners and stakeholders to support the OC Health Equity Coalition and Determinants of Health Workstreams
- Distribute and administer funds to historically underserved and/or unserved communities most impacted by COVID-19, including the Native Hawaiians and Pacific Islanders, American Indians and Native Alaskans, and transgender communities to mitigate the impact of COVID-19

- Distribute and administer funds to the identified six (6) Population Specific Priority Collectives, including the API, Black community, Individuals with Disabilities, Latinx, LGBTQ, and Older Adults collectives

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*

MECCA remains to be the only multi-ethnic organization in the County working to eliminate racial and ethnic disparities to improve the lives of underserved multicultural communities. With the established trust and relationship with diverse populations and organizations in Orange County, MECCA is uniquely positioned to convene and engage a cross-sector public private coalition that is representative of the larger community. MECCA advances health equity, access, and wellness by being a collective, responsive, and unified voice for diverse communities. MECCA envisions a future where the systems that impact our lives are responsive to all communities and that communities have a voice in those processes. MECCA works to eliminate racial and ethnic disparities to improve the lives of underserved multicultural communities through a unique collaborative approach, which is evidenced by its capacity to strategically reach diverse populations on a scale that maximizes impact with programmatic, policy and systems change. The following describes MECCA's approach to community engagement to achieve collective impact and health equity.

Collective Impact Experience and Qualifications

MECCA provides a centralized backbone model of program management and is led by skilled professional staff and a team of consultants that provide a catalytic support system in program management, strategic planning, training, finance, and community-based research management. MECCA functions as a collective impact organization which is an evidence-based process documented by the Stanford Social Innovation Review and leads, communicates, and coordinates activities through a mutually reinforcing plan of action towards a shared vision. MECCA's infrastructure is designed to be a facilitating mechanism for programs and processes that are delivered across a multi-agency network of providers. Years of developing the systems and collective impact required for successful cross-platform implementation has positioned MECCA to continue to grow with programs of increasing complexity and scale. The program's implementation will align with this unique capacity for program start-up, delivery, and reporting. MECCA centers its work on the shared values of equity, social justice, inclusiveness, accountability, innovation and having a community driven approach. MECCA's strengths are in building the capacity of communities to have a voice in creating policy and systems change, community strategic planning, community assessments, community power building and developing collaborative initiatives.

The program will be fully integrated into the organization's existing workflow and through the addition of a Health Equity Director with support staff, Programs Team, Communications Team, Finance Team and Consultant Team. MECCA has extensive experience in quickly mobilizing organizations, initiative implementation, data collection and synthesis across large multi-agency collaboratives. MECCA will support HCA to advance the work of the project consultants, HCA staff, and stakeholders. MECCA maintains a financial management system designed for fund-based accounting of government contracts at the county, state, and federal levels and organizational capital structure sufficient for managing multiple contracts.

Policy and Systems Change Leader

Key factors in being prepared for the implementation include:

- MECCA's existence is predicated on a commitment to cross-sector systems and policy change work.
- MECCA is a leader in providing behavioral health, public health, and multi-media communications to reach out to diverse communities through culturally responsive and affirming approaches.
- MECCA is a key policy stakeholder at the state level and locally including being part of statewide and regional efforts including the California Covid Justice steering committee with Public Health Advocates and health equity initiatives with the California Pan Ethnic Health Network among others.
- MECCA works at the county level to advance behavioral health access and promote wellness through its extensive participation in community collaboratives, committees and intersectional initiatives.
- MECCA is continuously at the forefront of current discussions and determinations on developing innovative strategies, community defined practices and equity frameworks informed by community.
- MECCA is committed to finding solutions for meeting the needs of communities by using community-based research strategies to improve health outcomes.
- MECCA's is a unified voice advocating for systems change and has presented at county and statewide conference, committees and other platforms on equity, antiracism, ACE's, substance use, suicide, stigma and on community change strategies to engage in discussions on health equity.

Community Capacity Building of Public Health Infrastructure

MECCA launched the Orange County Covid Equity Community Response and quickly mobilized to address vaccination, transportation and communication access for communities that are most vulnerable through a collective, inclusive and county wide approach helping to implement continuous process improvements in partnership with the County. MECCA also helped build the capacity of the Latinx organizations to be able to outreach to their communities. MECCA's approach is to build on the assets and strengths of communities, leverage resources, build relationships and develop collective solutions that build the trust and reciprocity needed for longer term strategies. MECCA provides a process for community ownership that guides organizations to develop agency while navigating a community change process that builds on existing community relationships, networks, and power building activities. By building on existing infrastructures the new response capacity can be more quickly launched and provide a better starting point to work from in contributing to and refining root cause analyses and community identification of change areas. MECCA will be proactive about designing processes to help organizations collectively achieve sufficient power to move structures and systems associated with priority areas identified.

Through its collective impact approach, MECCA is position to play a key role in the implementation of HCA's CDC grant planned activities and initiatives, including but not limited to the formation of the OC Health Equity Coalition, Determinant of Health Workstreams, and population-specific collectives.



Sole Source Request Form

Sole Source Bidsync # 042-C032776-SS-JB

4. How does recommended vendor’s prices or fees compare to the general market? Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

HCA cannot assess the fees in relation to the general market because the services/experience are not commensurate with the market. MECCA has provided a fixed-fee budget that is cost-effective and focused on the required deliverables to support the County’s needs in addressing health inequities and supporting the Office of Population Health and Equity as it implements activities and initiatives. The contract will be funded by the federal CDC-RFA-OT21-2103 grant will not impact Net County Costs.

5. If the recommended vendor was not available, how would the County accomplish this particular task?
Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new technical staff to conduct these activities, which would not be timely and severely limits HCA’s ability to meet the grant’s deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County’s receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

MECCA has had no name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)
Attach additional sheet if necessary.

Not applicable



Sole Source Request Form

Sole Source Bidsync # 042-C032776-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>Hieu Nguyen</i> 63FDEF49A8454BA...	Print Name: Hieu Nguyen	Date: 8/12/2021
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Brittany Davis</i> CBA8D85B77D2461...	Print Name: Brittany Davis	Date: 8/12/2021
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Clayton Chau M.D., PhD</i> AFEE619990EB464...	Print Name: Clayton Chau M.D., PhD	Date: 8/12/2021
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:



Sole Source Request Form

Sole Source BidSync # 042-C032774-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: August 11, 2021	
Vendor Name: Wilson and Associates Coaching and Consulting LLC		Sole Source BidSync Number: 042-C032774-SS-JB	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): September 28, 2021–August 31, 2023		Is Agreement Grant Funded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percent Funded:100% Funding Source: CDC Health Disparities Grant	
Contract Amount? \$240,000		Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Contract Amount? \$240,000		Is this renewable? If yes, how many years? Yes, – 3 additional one-year term (subject to availability of funding)	
Type of Request: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: September 1, 2023 – August 31, 2024 September 1, 2024 – August 31, 2025 September 1, 2025 – August 31, 2026		Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: September 28, 2021	ASR Number: Supplemental ASR	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. No, this Contract does not include Non-Standard Language			
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has standard terms and conditions		Was Contract Approved by County Counsel? County Counsel review is pending	
Were any exceptions taken? If yes, explain in detail. No			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Bidsync # 042-C032774-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a professional service contract for consultative and facilitation support of the six (6) Priority Population Health Equity Collectives in alignment with the Orange County Health Equity Coalition and three (3) Determinants of Health Workstreams to support HCA's planned activities and strategies that promote population health management and equity both county-wide and within the HCA service areas.

- 2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

Through this 24-month contract, Wilson and Associates Coaching and Consulting, LLC. (Wilson and Associates) will work in partnership with HCA and its partners to engage, convene, and build capacity of the six (6) identified priority populations (i.e. API, Black community, Individuals with Disabilities, Latinx, LGBTQ, and Older Adults) to address the gaps in the health care system that are driving inequities in health and wellbeing in the county.

The core consultant team for this proposal from Wilson and Associates Coaching and Consulting, LLC are four BIPOC (Black, Indigenous and People of Color) women: Elizabeth (Liz) Sunwoo, Chrysta Wilson, Mariko (Mari) Ryono, and Monique Castro. Collectively, the consultant team has over 80 years of experience in community organizing, worker's rights, civic engagement, racial equity practice, health and healing, and systems transformation and co-governance models. Wilson and Associates, LLC has committed deeply to supporting efforts that are making big leaps toward racial justice, abolition, global solidarity, and the importance of treating each other with dignity along the way. They see their role as consultants, facilitators, and capacity builders to support real systemic transformation driven by community members so that our communities can govern our institutions and ourselves with our wholeness intact.

Consulting Approach

Wilson and Associates LLC's consultative approach align with the type of engagement and capacity building HCA needs with the six (6) identified priory populations most impacted by COVID-19 health disparities. These populations were also identified by the grantor, CDC, as priority populations of focus for the grant. Wilson and Associates' deep practice and mastery of the following pillars that will be critical in supporting the grant's goal of building capacities in these populations to form six (6) Population-Specific Health Equity Collectives. These pillars are include:

Focus on Right Relationships: Respectful, interdependent relationships rooted in our values of racial justice and equity and the knowledge and wisdom of our communities over many generations of how to be together is the foundation of a fruitful partnership. It also models how to govern. Being in right relationship is often supported by a set of conscious relationship agreements that provide a shared and transparent reference to all.

Co-Governance: working the six (6) Priority Population Health Equity Collectives involves engaging with each other, take care of each other, and make decisions together in a way that is collaborative and does not rest on one leader or a small group of leaders.

Power Building: This could be compared to a traditional model of community engagement in which community members are invited to share their ideas, but there is no aspiration that power relationships would change or that the community would have more power to make or influence the decisions at hand. In contrast, in a power building model those communities most impacted are building power through increasing resources, infrastructure, organizing people to create accountability, taking on systemic leadership positions, etc. to create real systemic transformation. It is community engagement that goes beyond “feedback” into creating community spaces for organizing, learning and strategizing.

Systems Transformation: HCA looks to transform systems and institutions with this project so that people who face the most disparity do not continue to be harmed. For Black, Indigenous, and other communities of color, LGBTQ+, immigrant and undocumented communities, systems transformation is an opportunity to mitigate gaps in the health care system that are driving inequities in health and wellbeing in the county. Systems transformation begins with respecting and centering community wisdom and fostering leadership in the community as well as doing internal work in an institution to create less bureaucracy, create imagination in all aspects of the work and have a relationship with the communities it serves. This transformative process can promote healing, shared public/private ownership in advancing health equity in Orange County, and as an opportunity to help the most disenfranchised communities in Orange County thrive.

Wilson and Associates LLC key performance outcomes for consultative and facilitation support of the six (6) population specific collectives to advance health equity include:

- Develop and finalize the design of capacity building program in collaboration with the Office of Population Health and Equity, representatives from the priority population health equity collectives, and other relevant partners
- Conduct and provide findings of capacity assessment of the six (6) priority population health equity collectives to determine areas of capacity building needs, including assisting in the development of population specific collective profiles/reports
- Provide a menu of coaching options made available for the six (6) priority population health equity collectives, which will be tailored based on the capacity assessment results and where each collective needs the most support and coaching. This provides support needed for the development and maturation of the collectives, while helping them develop a shared agenda, vision, mission and health equity goals for the specific

populations

- Provide collective training and capacity building support and consultative services based on individual needs of each collective as well as the collective learning for all the collectives. Goal is to develop shared understanding and increase shared learning of equity, health equity, social determinants of health, and other related topics
- Support in the engagement and alignment of the six (6) collectives with the Orange County Health Equity Coalition and Determinant of Health Workstreams
- Identify solutions and actions plans, including conversations about strategic and sustainability development and planning.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)**

Attach additional sheet if necessary.

HCA has grant funding that will expire on September 30, 2023, so if this contract is not executed and implemented in a timely and expeditious manner, HCA may lose substantial grant funding due to not meeting the grant's objectives and deliverables. HCA is committed to using a community-driven approach that involves cross-sector public private partners, traditional and non-traditional providers, community nonprofits and large systems, and other key community stakeholders. To do this, HCA needs a seasoned consultant and facilitator that embodies an approach that values co-governance, capacity and power building, and transforming systems. Wilson and Associates LLC is well verse with this approach and applying it and building capacity of the identified six (6) priority population specific health equity collectives in support of the grant's outcomes and deliverables to the CDC. HCA explored and spoke to numerous vendors but were not able to find a consultant group that demonstrate the approach HCA needs in order to carry out the type of consultative services and supports needed to facilitate change around health equity and determinants that impact health within the identified priority populations.



Sole Source Request Form

Sole Source Bidsync # 042-C032774-SS-JB

4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies. Attach additional sheet if necessary.

Wilson and Associates has provided a fixed-fee budget that is cost-effective and focused on the required deliverables to support the County's needs in addressing health inequities and supporting the Office of Population Health and Equity as it implements activities and initiatives. The contract will be funded by the federal Equity grant issued by the U.S. Center for Disease Control and will not impact Net County Costs.

5. If the recommended vendor was not available, how would the County accomplish this particular task?

Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new technical staff to conduct these activities, which would not be timely and severely limits HCA's ability to meet the grant's deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Wilson and Associates has had no name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)

Attach additional sheet if necessary.

Not applicable



Sole Source Request Form

Sole Source Bidsync # 042-C032774-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>Hieu Nguyen</i> 63FDEF49A8454BA...	Print Name: Hieu Nguyen	Date: 8/12/2021
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Brittany Davis</i> CBA8D85B77D2461...	Print Name: Brittany Davis	Date: 8/12/2021
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Clayton Chau M.D., PhD</i> AFEE619990EB464...	Print Name: Clayton Chau M.D., PhD	Date: 8/12/2021
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature: Date:		CFO Authorized Signature: Date:	



Sole Source Request Form

Sole Source BidSync # 042-C032777-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: August 11, 2021	
Vendor Name: Advance OC		Sole Source BidSync Number: 042-C032777-SS-JB	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): September 28, 2021 – August 31, 2023		Is Agreement Grant Funded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percent Funded:100% Funding Source: FED: (CDC-RFA-OT21-2013 National Initiative to Address COVID-19 Health Disparities)	
Contract Amount? \$600,000		Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Contract Amount? \$600,000		Is this renewable? If yes, how many years? Yes – 3 additional one-year terms (subject to availability of funding)	
Type of Request: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: September 1, 2023 – August 31, 2024 September 1, 2024 – August 31, 2025 September 1, 2025 – August 31, 2026		Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: September 28, 2021	ASR Number: Supplemental ASR	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. No, this Contract does not include Non-Standard Language			
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has standard terms and conditions		Was Contract Approved by County Counsel? County Counsel review is pending	
Were any exceptions taken? If yes, explain in detail. No			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Bidsync # 042-C032777-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a professional services contract for specialized technical assistance for system change through data science, data management, and dissemination of the OC Equity Map (OCEM) and its applications to promote population health management and equity both county-wide and within the Health Care Agency service areas.

- 2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

Through this 24-month contract, Advance OC will work in partnership with HCA and its partners to measurably expand Orange County's utilization of the OCEM and its applications to effectively identify, prioritize and address the gaps in the health care system that are driving inequities in health and wellbeing in the county.

To improve access to relevant data and build data utilization capacity in the community, HCA seeks Advance OC's data management services and technical assistance in support of the CDC-RFA-OT21-2103 grant activities. HCA seeks to enhance and promote the OCEM platform by going through an in-depth community engagement process with decision-makers, residents, and community-based organizations to inform improvements to the platform and utilization of the map for planning and decision-making. Additionally, HCA seeks to support and build data utilization capacity among residents, county agencies, cities, and non-profit organizations through training and use-case demonstrations.

Advance OC key performance outcomes for data management services and technical assistance support include:

1. Conduct monthly community engagement sessions or presentations to deepen public awareness and support for efforts to reduce inequities.
2. Provide health data research and data collection for six (6) population-specific health equity collectives (Asian-Pacific Islanders, Black Community, Individuals with Disabilities, Latinx, LGBTQ, and Older Adults) to inform the planning, identification, and prioritization of population-specific needs and determinants of health areas.
3. Provide health data research and demographic data collection to the OC Health Equity Coalition to inform the planning, identification, and prioritization of determinants of health focus areas.
4. Produce data profiles, reports, and/or dashboards to support the planning, identification, prioritization, and implementation of the determinants of health action focus areas for the OC Health Equity Coalition.

5. Provide technical assistance through data analysis and visualization for the three (3) Determinants of Health Areas of Focus Workstreams.
 6. Enhance the Orange County Equity Map to increase usability for community and community-based organizations, including continued interface with the Healthy Places Index (HPI) and other State and Nationally recognized indexes, as appropriate. This may include regular updates to the platform, data sets, and data visualization based on the most up-to-date available published data.
 7. Provide customized data science support for HCA's efforts related to population health, equity, COVID-19, and other activities on an as-needed basis of up ten (10) hours a week.
 8. Provide a liaison to the community for ongoing technical assistance for the OC Equity Map by hosting webinars to answer FAQs about how to use and interpret the equity mapping tools.
 9. Contribute and participate in public presentations and workshops with County officials for the OC Equity Map or OC Health Equity initiatives as needed.
 10. Maintain a HIPAA compliant and secure setting for data use, analysis, and exchange.
- 3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.***

HCA has grant funding that will expire on September 30, 2023, so if this contract is not executed and implemented in a timely and expeditious manner, HCA may lose substantial grant funding due to not meeting the grant's objectives and deliverables. HCA is committed to using a data-driven approach that focuses on the different determinants of health, including environmental, economic, and social factors, to meet the goals and objectives of the grant in advancing population health and equity. To do this, HCA and the community stakeholders need a common data platform to understand the baseline of Orange County's environmental, economic, and social factors that influence health. The data platform exists now because of the partnership commissioned in 2020 by HCA and the Board of Supervisors with Advance OC, a non-profit 501c3 organization, to create an Orange County Equity Map (OCEM) utilizing the Social Progress Index (SPI). Additionally, a data-driven and improvement approach aligns with the grant requirements around building data capacity and infrastructure to better understand COVID-19 health disparities and measurable improvements in determinants of health outcomes related to COVID-19. OCEM is the only platform in OC that integrates the SPI, health outcomes, and COVID-19 data, which presents a comprehensive picture of COVID-19 health disparities and the determinants of health that impact adverse COVID-19 effects for impacted communities. As such, HCA benefits significantly by utilizing the OCEM and support from Advance OC in providing technical assistance and subject matter expertise along with the community stakeholders to identify and prioritize critical determinants of health areas to focus on to achieve the grant's objectives and deliverables.

Background and Expertise

Advance OC's mission is to use innovation and strategic philanthropy to address inequities in Orange County

communities. Advance OC is the first and only organization that has brought the Social Progress Index (SPI) to Orange County, while strengthen its utility by incorporating local data and supporting its use in specific locales. Advance OC believes the first step to systemic change is to establish a common baseline. By utilizing data and measuring the real things that matter to real people, the organization brings together leaders from the public, private, and nonprofit sectors to champion equity-oriented, data-driven strategies to deploy targeted and innovative solutions to improve outcomes across all facets of life in Orange County. With the right mix of innovation, resources, and community leadership, Advance OC can help realize a better Orange County for all.

The Board of Supervisors and HCA's collaboration beginning in June 2020 with Advance OC has resulted in the development of the OCEM which provides detailed insight into which OC neighborhoods and communities are experiencing health and wellness disparity. The map comprises composite scores for each OC neighborhood called the Social Progress Index (SPI), a worldwide metric which captures population outcome data in three broad dimensions: Basic Human Needs, Foundations of Well-being, and Opportunity. The index relies on over 50 social indicators that reflect a wide range of social environment variables that contribute to a neighborhood's social progress, such as supermarket access, broadband internet subscribers, eviction rates, diabetes prevalence and voter turnout.

The OCEM platform can be used by anyone in Orange County at no cost to measure, track, and map inequities in the community with neighborhood precision, including identifying the root causes of inequities, understanding socioeconomic determinants, and informing strategies to advance the health and well-being of county residents.

To test and explore this new analytic capability, the HCA has been utilizing the OCEM platform to inform its COVID-19 responses, including testing, vaccine allocation and distribution, and other mitigation strategies. The Agency has thus been able to identify disproportionately impacted communities at the ZIP Code and census tract level and, in turn, promote COVID-19 responses at the neighborhood level, such as can be seen in the standup of mobile vaccination clinics and targeted outreach efforts throughout the county.

The OCEM platform will also provide a roadmap for private and public partnerships to fund initiatives that seek collaborative approaches to addressing complex social circumstances at the root of inequities in health and well-being. It is a tool that brings us one step closer to achieving the HCA's mission: in partnership with the community, deliver sustainable and responsive services that promote population health and equity.



Sole Source Request Form

Sole Source Bidsync # 042-C032777-SS-JB

- 4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies.** Attach additional sheet if necessary.

HCA cannot assess the fees in relation to the general market because the services/experience are not commensurate with the market. The contract will be funded by the federal Equity grant issued by the U.S. Center for Disease Control and will not impact Net County Costs.

- 5. If the recommended vendor was not available, how would the County accomplish this particular task?**
Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new technical staff to conduct these activities, which would not be timely and severely limits HCA's ability to meet the grant's deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

- 6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

Advance OC has had no name changes, litigation, judgments for the last 7 years.

- 7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?** Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

- 8. Explain (in detail) why a request for Solicitation Exemption is needed.** *(Only applicable for Solicitation Exemption)*
Attach additional sheet if necessary.

Not applicable



Sole Source Request Form

Sole Source Bidsync # 042-C032777-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>Hieu Nguyen</i> 63FDEF49A8454BA...	Print Name: Hieu Nguyen	Date: 8/12/2021
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Brittany Davis</i> CBA8D85B77D2461...	Print Name: Brittany Davis	Date: 8/12/2021
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Clayton Chau M.D., PhD</i> AFEE619990EB464...	Print Name: Clayton Chau M.D., PhD	Date: 8/12/2021
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:



Sole Source Request Form

Sole Source Bidsync # 042-C032778-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: August 11, 2021	
Vendor Name: Desert Vista Consulting, LLC		Sole Source BidSync Number: 042-C032778-SS-JB	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): September 28, 2021– August 31, 2023		Is Agreement Grant Funded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percent Funded:100% Funding Source: FED: (CDC-RFA-OT21-2013 National Initiative to Address COVID-19 Health Disparities)	
Contract Amount? \$450,000		Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Contract Amount? \$450,000		Is this renewable? If yes, how many years? Yes – 3 additional one-year terms (subject to availability of funding)	
Type of Request: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: September 1, 2023 – August 31, 2024 September 1, 2024 – August 31, 2025 September 1, 2025 – August 31, 2026		Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: September 28, 2021	ASR Number: Supplemental ASR	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. No, this Contract does not include Non-Standard Language			
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has standard terms and conditions		Was Contract Approved by County Counsel? County Counsel review is pending	
Were any exceptions taken? If yes, explain in detail. No.			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Bidsync # 042-C032778-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a professional services contract for program evaluation of HCA's planned activities and strategies in support of the CDC-RFA-OT21-2103 grant that promotes population health management and equity both county-wide and within the Health Care Agency service areas.

- 2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

As an evaluator for HCA's CDC-RFA-OT21-2103 grant activities, Desert Vista Consulting (DVC) will design and implement a formative, rapid-cycle evaluation for each of the four strategies and their associated activities. Given the initiative's focus on strengthening and expanding resources and services, data and reporting, infrastructure support, and partner mobilization, the focus of the evaluation will be to identify and track influences on the progress and effectiveness of the work, as well as the overall value of the investments. The evaluation also needs to assess the overall outcomes resulting from the strategies implemented within the HCA and the community, including assessing the extent to which impacted community voices are heard and addressed, and the strength and impact of the public-private partnerships that are developed.

This approach will produce quick feedback and insights for mid-course project/activity improvement and determine the longer-term impact of the strategies. This approach also relies on community participation to quickly develop a holistic understanding of the projects to help frame the focus and determine how to measure outcomes and impact. This will ensure that the evaluation yields information relevant to the interests of diverse users and stakeholders, which will improve the likelihood of lasting change and widespread adoption.

Desert Vista Key performance outcomes for the evaluation of grant's activities and projects include:

- 1) With input from HCA staff and the community, co-design and implement a formative, rapid-cycle evaluation for each of the four strategies and their associated activities.
- 2) Ensure the evaluation design combines both qualitative and quantitative data sources, including focus groups, interviews, observational studies, stakeholder surveys, and various community health related data sources.
- 3) Provide evaluation support and technical assistance as HCA engages with the CDC on their evaluation activities.
- 4) Produce quarterly "pulse reports" to inform stakeholders of the progress and effectiveness of the four primary workstreams associated with the grant.
- 5) Produce a formative report detailing progress, challenges, and accomplishments achieved during Year 1 of the

grant.

- 6) Produce a final summative report detailing the overall outcomes and impacts of the grant, including the overall value of the investments and implications for sustainability.

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*

HCA has grant funding that will expire on September 30, 2023, so if this contract is not executed and implemented in a timely and expeditious manner, HCA may lose substantial grant funding due to not meeting the grant's objectives and deliverables. To conduct a comprehensive and holistic evaluation of the grant and its activities, an evaluator needs to be selected immediately to ensure the evaluation process starts at the very beginning. While there are evaluation vendors out there, DVC is the subject matter expert in utilizing a formative, rapid-cycle evaluation approach. DVC's evaluation approach is critical in helping HCA meet the aggressive timeline set forth by the CDC grant and is the right approach for the grant's activities and goals set forth. Additionally, DVC has a deep understanding of formative evaluation of cross-sector public-private partnerships and initiatives and has presented at national conferences, providing the technical expertise to perform the required activities within the timeline at the grant. Additionally, DVC has the local Orange County experience evaluating other cross-sector public-private partnership initiatives and the built-in local relationship with key stakeholders required to execute a rapid-cycle evaluation process that is timely and efficient to meet the aggressive timeline set forth by the CDC grant. Furthermore, HCA's experience with other evaluation vendors yields the understanding that there's an extended negotiation process and a high percentage of evaluation cost of the total budget, which presents a significant barrier to HCA in executing the grant's activities on time.

Background and Expertise

Founded in 2007, Desert Vista Consulting (DVC) is a nationally known health and human services consulting firm that provides strategic planning, program design, facilitation, evaluation design and implementation, and other consulting services aimed at achieving sustainable practice transformation and systems changes for improved population health. DVC's mission is to promote health equity and transform the service delivery ecosystem within safety-net organizations and across community partners to improve the health and well-being of communities. Their work is driven by a commitment to help health and behavioral health service systems move toward outcomes-based care and develop the capacity to demonstrate the effectiveness of the programs and services they provide to ensure long-term financial sustainability and promote replication and spread of best practices.

Along with their experiences with various Statewide and Countywide consulting projects, DVC is currently supporting Orange County in developing a public/private partnership (Be Well Orange County) to transform the behavioral health system of care through better coordination and integration of upstream and downstream services for the mild to moderate and seriously mentally ill populations. Be Well OC is establishing a communitywide approach for achieving optimal mental health care and supports, harnessing a Collective Impact approach, to implement a robust, community-based, cross-sector strategy involving the Orange County Health Services Agency, Orange County Behavioral Health, hospital systems, clinics, first responders, elected officials, NAMI, faith leaders, and others. In addition to developing the Blueprint and associated work plan to carry out the Be Well vision, we are supporting the development and implementation of an accountable governance structure and Wellness Fund to ensure long-term sustainability.

OC Procurement

Sole Source Request Form

Sole Source Bidsync # 042-C032778-SS-JB

4. **How does recommended vendor’s prices or fees compare to the general market? Attach quotes for comparable services or supplies.** Attach additional sheet if necessary.

The industry standard for program evaluation for large scale initiatives and projects are usually 15-20% of the total budget, which indicates Desert Vista’s program evaluation cost is below market price or fees. The contract will be funded by the federal CDC-RFA-OT21-2103 grant and will not impact Net County Costs.

5. **If the recommended vendor was not available, how would the County accomplish this particular task?**
Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new program evaluation staff to conduct these activities, which would not be timely to meet grant’s deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County’s receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

Desert Vista Consulting has had no name changes, litigation, judgments for the last 7 years.

7. **If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?** Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. **Explain (in detail) why a request for Solicitation Exemption is needed.** *(Only applicable for Solicitation Exemption)*
Attach additional sheet if necessary.

Not applicable



Sole Source Request Form

Sole Source Bidsync # 042-C032778-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>Hieu Nguyen</i> 63FDEF49A8454BA...	Print Name: Hieu Nguyen	Date: 8/12/2021
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Brittany Davis</i> CBA8D85B77D2461...	Print Name: Brittany Davis	Date: 8/12/2021
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Clayton Chau M.D., PhD</i> AFEE619990EB464...	Print Name: Clayton Chau M.D., PhD	Date: 8/12/2021
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:



Sole Source Request Form

Sole Source Bidsync # 042-C032775-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: August 11, 2021	
Vendor Name: Public Health Institute		Sole Source BidSync Number: 042-C032775-SS-JB	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): September 28, 2021 – August 31, 2023		Is Agreement Grant Funded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percent Funded: 100% Funding Source: CDC Health Disparities Grant	
Contract Amount? \$200,000		Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Contract Amount? \$200,000		Is this renewable? If yes, how many years? Yes, – 3 additional one-year term (subject to availability of funding)	
Type of Request: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: September 1, 2023 – August 31, 2024 September 1, 2024 – August 31, 2025 September 1, 2025 – August 31, 2026		Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: September 28, 2021	ASR Number: Supplemental ASR	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. No, this Contract does not include Non-Standard Language			
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has standard terms and conditions		Was Contract Approved by County Counsel? County Counsel review is pending	
Were any exceptions taken? If yes, explain in detail. No			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Bidsync # 042-C032775-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

- 1. Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a professional service contract for technical assistance, training support, and the Health Care Agency's (HCA) participation in a regional Local Health Departments learning collaborative to support HCA's planned activities and strategies that promote population health management and equity both county-wide and within the HCA's service areas.

- 2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

The HCA seeks professional services and technical support of the Public Health Alliance of Southern California (The Alliance) to support the grant's activities and projects, including:

- A. Develop strategies to educate providers, community partners, and programs through:
 - i. Multi-Sector Race/Ethnicity Data Collection Trainings: Collection of accurate race/ethnicity data is crucial for measuring disparities in health outcomes, including COVID-19. The Alliance will develop and deliver trainings for collaborative partners on:
 - i. The importance of race and ethnicity data and their role in informing health equity work
 - ii. Best practices for the design of questions collecting race/ethnicity, and strategies to elicit these data successfully and accurately
 - iii. Develop key principles and resources for collecting, analyzing, reporting, and disseminating health equity-related data to inform action during a public health emergency
 - ii. Power Building and Sharing Trainings/Workshops: Develop and implement trainings/workshops for health and equity leaders in the department that elevate best practice approaches for building authentic community relationships and strategies for co-designing solutions that work to address health inequities. Workshops would be developed in collaboration with department equity leads and would provide compensation for and incorporate expertise from local community leadership/partners.
- B. Report on Race/Ethnicity Data Collection Practices: The Alliance will review LHD materials (such as survey instruments and database input forms) and assess current practices for the collection of race/ethnicity and other sensitive demographic data, such as sexual orientation and gender identity. Based on this assessment, recommendations, which may include staff training, process improvements, and instrument modifications, will be made to standardize the collection of, successfully elicit, and record accurate data on, sensitive demographic characteristics. Tasks would include:
 - i. Conducting a literature review, including outreach to community groups, on best practices for writing and collecting sensitive data
 - ii. Reviewing all LHD materials that ask a question on R/E & SOGI

- iii. Compiling specific recommendations to modify LHD materials
 - iv. Creating and conducting trainings for staff on how to appropriately elicit and record these data (focus on COVID-19 CI/CT staff)
- C. Joint Regional Equity Learning Collaborative: The Public Health Alliance will convene and facilitate a regional health and racial equity-focused learning collaborative with Public Health Alliance health department regional members that would consist of cross-departmental member teams, including leadership level and equity focused staff. This collaborative would focus on key strategies and approaches for operationalizing equity internally and in partnership with the communities they serve, in alignment with this grant's intended outcomes, strategies and activities. The collaborative will also focus on regional opportunities for alignment around strategies and community-informed approaches for advancing health and race equity during COVID-19 and beyond. The Alliance proposes the following model (building on feedback from multiple member departments):
- i. Minimum of 6 virtual convenings over two years over the grant period
Each member department/agency can identify a 5-6 person cross-departmental learning collaborative team. Each team should include: one department/agency equity lead, key partners from the equity office or aligned division/bureaus, Director commitment and/or support
 - i. Hands on skill building/training facilitated by the Alliance and other expert speakers/practitioners
 - ii. Key themes/priorities will be aligned with this grant's intended outcomes, strategies and activities, which include, but are not limited to: Racism as a Public Health Crisis Implementation Strategies), Regional Approaches for Data Standardization, Advancing Racial Equity in a Prop 209 State, Enhancing Cross-Departmental Capacity to Advance Health/Race Equity, Advancing Equity Through Departmental Plans (CHA/CHIP), Advancing Health and Race Equity in Contracting and Procurement, Community Coalition and Power building, etc.
 - iii. Identification of regional priorities/areas of alignment with this grant's intended outcomes, strategies and activities, especially Strategy #3 around building, leveraging, and expanding infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved
 - iv. Build community capacity to reach disproportionately affected populations with effective culturally and linguistically tailored programs and practices for testing and contact tracing, and quarantine, including racial and ethnic minority populations and rural communities
- D. Tailored Technical Assistance:
- A. Equity-focused technical assistance around priority and emerging equity needs for the Office of Population Health and Equity and its efforts to guide addressing COVID-19 among communities at higher risk and that are underserved. Technical assistance can include:
 - o One-on-One Director/team meeting support
 - o Support with the forming of employee affinity groups, advisory groups, and other DEI best practices
 - o Capacity building/technical assistance for Office of Population Health & Equity
 - o Resource and best/promising practice identification (based on regional, state and national best practices)
 - o Training development support
 - B. Healthy Place Index-focused technical assistance to create a data interface between HPI and the HCA's OC SPI. Support improved interoperability between Orange County data tools and the California Healthy Places Index through tailored technical assistance (up to 15 hours) focused on data structures, pipelines, and workflows, including:
 - Advisement on data sources and repositories
 - Informing development of data pipelines between Orange County data tools and the Healthy Places Index data and mapping platform
 - Standardizing file formats

- General TA on use of the California Healthy Places Index map, data, and decision support layers, including support for technical, data, and programmatic questions

Public Health Alliance key performance outcomes for equity-focused technical assistance and supports include:

1. Conduct two (2) multi-sector race/ethnicity data collection trainings for both internal and external partners
2. Conduct two (2) multi-sector power building and share trainings for cross sector community partners
3. Provide up to 10 hours a month of tailored-equity technical assistance to the Office of Population Health and Equity
4. Convene and facilitate a regional health and racial equity-focused learning collaborative with Public Health Alliance health department regional members to focus on key strategies and approaches for operationalizing equity internally and in partnership with the communities
5. Produce and report on race/ethnicity data collection practices of the HCA, including recommendations for improvement and best practices

3. **Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source.** *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*

HCA has grant funding that will expire on September 30, 2023, so if this contract is not executed and implemented in a timely and expeditious manner, HCA may lose substantial grant funding due to not meeting the grant's objectives and deliverables. In addition, no other vendors exist as the Public Health Alliance of Southern California is the only Alliance of its kind with involvement from all the local health departments. The Alliance was an essential convenor of all the local health departments during the pandemic as they provide crucial resources, best practices, and cross-learning and collaboration. Additionally, the Alliance is well-positioned to serve as a local and regional technical assistance resource for HCA to help achieve HCA's CDC-RFA-OT21-2103 grant activities and their intended outcomes through customized equity-focused technical assistance, staff and community partner training, and the launch of a regional equity learning collaborative that would include all Alliance members. These activities help the HCA with strategies to build upon our data plans for collecting and reporting, educate stakeholders on data collection and dissemination, and develop and implement plans to disseminate health equity-related data that are culturally and linguistically relevant.

Background and Expertise

The Alliance is a collaborative of the executive leadership of ten Local Health Departments (LHDs) in Southern California, with Orange County joining as the newest Alliance member. Collectively, the Alliance members have statutory responsibility for the health of nearly 60% of California's residents. The Alliance is widely known for its proprietary data mapping tool, the Healthy Places Index, which has been utilized to allocate nearly half-a-billion grant dollars from state agencies and philanthropy, directing resources to communities most in need. The California Department of Public Health is also utilizing the Alliance's Healthy Place Index to support the equity metric as part of the Blueprint for a Safer Economy. This type of data-driven approach, in addition to OC's own SPI platform, to identifying equity issues at the local level enables HCA and other stakeholders in Orange County engage in root cause analysis and find community-based solutions to address local social determinants of health and other factors that drive

health disparities.

Most recently, HCA has partnered with the Alliance to provide customized support and recommendations to support the expansion and integration of health and race equity across the Agency, conduct a COVID-19 Impact Analysis, and produce an Orange County Healthy Place Index profile for HCA. This support has helped HCA to address COVID-19-related health disparities and advance health equity to ensure everyone has the opportunity and resources to live a long and healthy life.



Sole Source Request Form

Sole Source Bidsync # 042-C032775-SS-JB

4. **How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies.** Attach additional sheet if necessary.

The Public Health Alliance of Southern California has provided a fixed-fee budget that is cost-effective and focused on the required deliverables to support the County's needs in addressing health inequities and supporting the Office of Population Health and Equity as it implements activities and initiatives. The contract will be funded by the federal CDC-RFA-OT21-2103 grant and will not impact Net County Costs.

5. **If the recommended vendor was not available, how would the County accomplish this particular task?**
Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new technical staff with the set of expertise and experiences to conduct these activities, which would not be timely to meet the grant's deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

6. **Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

Public Health Alliance of Southern California did not have any name changes, litigation, judgments for the last 7 years.

7. **If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?** Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. **Explain (in detail) why a request for Solicitation Exemption is needed.** *(Only applicable for Solicitation Exemption)*
Attach additional sheet if necessary.

Not applicable



Sole Source Request Form

Sole Source Bidsync # 042-C032775-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>Hieu Nguyen</i> 63FDEF49A8454BA...	Print Name: Hieu Nguyen	Date: 8/12/2021
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
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SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Brittany Davis</i> CBA8D85B77D2461...	Print Name: Brittany Davis	Date: 8/12/2021
---	-----------------------------------	------------------------

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Clayton Chau M.D., PhD</i> AFEE619990EB464...	Print Name: Clayton Chau M.D., PhD	Date: 8/12/2021
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:



Sole Source Request Form

Sole Source Bidsync # 042-C032780-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency		Date: August 11, 2021	
Vendor Name: Celery Design Collaborative, LLC		Sole Source BidSync Number: 042-C032780-SS-JB	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", review and Approval is required from CEO Human Resource Services prior to contract execution.			
Contract Term (Dates): September 28, 2021 – August 31, 2023		Is Agreement Grant Funded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percent Funded:100% Funding Source: FED: (CDC-RFA-OT21-2013 National Initiative to Address COVID-19 Health Disparities)	
Contract Amount? \$200,000		Proprietary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Contract Amount? \$200,000		Is this renewable? If yes, how many years? Yes, – 3 additional one-year term (subject to availability of funding)	
Type of Request: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase			
Renewal Year: September 1, 2023 – August 31, 2024 September 1, 2024 – August 31, 2025 September 1, 2025 – August 31, 2026		Did vendor provide a sole source affidavit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach	
Board Date: September 28, 2021	ASR Number: Supplemental ASR	If not scheduled to go to the Board explain why? N/A	
Does Contract include Non-Standard Language? If yes, explain in detail. No, this Contract does not include Non-Standard Language			
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has standard terms and conditions		Was Contract Approved by County Counsel? County Counsel review is pending	
Were any exceptions taken? If yes, explain in detail. No			
<input checked="" type="checkbox"/> DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.			
<input type="checkbox"/> Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)			



Sole Source Bidsync # 042-C032780-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

1. **Provide a description of the type of contract to be established.** *(For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.*

This is a professional services contract for specialized technical assistance for communications planning and campaign development related to population health management and equity.

2. **Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc.** *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.*

Background: Contractor shall implement Phase 2 and 3 of a multi-phased communications campaign to support HCA's efforts to advance population health and equity in Orange County through its OC Equity Initiative. Contractor is currently completing Phase 1 of this campaign. The multi-phased campaign is intended to generate a shared understanding among key stakeholders and potential participants of the various efforts to be funded by HCA's CDC Health Equity grant and the benefits of using the new OC Equity Map. Through the OC Equity Initiative, the COUNTY is seeking to promote the systems change and community transformation that is necessary to reduce and eventually eliminate health disparities and other causes of vulnerability to health disorders, including COVID-19.

Phase 2 services to be provided: Phase 2 work products to be developed per the requirements of the COUNTY will include:

- Ongoing Social Media Campaign: Design and develop social media messaging, graphics, imagery and videos to promote the availability of the OC Equity Map, the OC Equity Coalition, Action Areas, and the overall Equity in OC initiative for both specific target audiences and the community at large
- Website content: Design of the "Equity in OC" website and development of content, including a comprehensive e-book, frequently asked questions, initiative activities and progress, and guidance for how to be a part of the initiative.
- Advancing the campaign: Additional content for descriptive brochures and other collateral materials to engage and recruit participants into action areas targeted at specific determinants of health, inform potential funders of action areas efforts, and generally promote alignment among community organizations around the aims of the action areas.

Performance outcomes of Phase 2: The Contractor’s campaign will create a clear understanding of the roles individuals and organizations can play in creating a healthier and more equitable community. The campaign will focus on a primary call to action: a clearly articulated ask to join the effort and ‘do your part’. The communications campaign will be conducted in phases, with each phase informing the next. Through the development of the work products listed above, the Contractor will support achievement of the following outcomes associated with Phase 2 of the campaign:

- A shared understanding among stakeholders and potential/active participants of the objectives of the campaign, how to get involved, current initiative activities underway, planned activities upcoming, etc.
- Advancement of the core campaign messaging, look and feel, and graphics/imagery that are be used throughout the phases to support the campaign’s call to action and ongoing engagement and communication need
- Content and design that is informative, engaging, impressionable and motivating
- Continued deployment of a social media strategy that will further the reach of the campaign with a collection of key messages, provide new and updated messaging about initiative opportunities and activities and supporting visuals as required in collaboration with County program manager
- Expanded community awareness of population health and equity needs in Orange County and activities and efforts underway, planned or proposed to help address these needs.

Phase 3 services to be provided: Phase 3 of the Contractor’s campaign will focus on messaging of the Initiative’s progress, results and learning from Phases 1 and 2 (to support adoption of similar efforts in new areas as well as sustainability of progress achieved) and to transition communication activities to permanent managers. Phase 3 work products to be developed per the requirements of the COUNTY will include:

- Ongoing Social Media Campaign: Advance the social media messaging, graphics, imagery and videos to shift the Equity in OC initiative into a permanent endeavor – and transition maintenance to HCA and/or other entities with permanent responsibility to support the equity efforts. Website content: Advance the design of the “Equity in OC” website and development of content, including a comprehensive e-book, frequently asked questions, initiative activities and progress, and guidance to shift the Equity in OC initiative into a permanent endeavor – and transition website content and design efforts to HCA and/or other entities with permanent responsibility to support the equity efforts.
- Transitioning the campaign: Design or redesign content for descriptive brochures and other collateral materials to shift the Equity in OC initiative into a permanent endeavor – and transition management of collateral and other campaign communications supports to HCA and/or other entities with permanent responsibility to support the equity efforts.

Performance outcomes of Phase 3: The final phase of the Contractor’s campaign will create a clear understanding of how HCA and its partners will continue to address population health and equity needs in Orange County. Through the Phase 3 activities listed above, the Contractor will support achievement of the following outcomes associated with Phase 3 of the campaign:

- A shared understanding among stakeholders, participants and the community at large of the impact of the campaign on inequities in the county, specific changes that were successful and that need to be sustained, lessons learned that will inform future endeavors, and plans to maintain the focus on collaborative population health and equity.
- Transition (to permanent staff at HCA or other entities) of the management of the campaign messaging, content, look and feel, and graphics/imagery so they may be used on an ongoing basis to maintain interest and commitment to reducing inequities in the county.
- Transition of the design of the social media strategy to permanent staff (at HCA or other partners) to maintain the reach of the campaign with a collection of key messages, information about initiative progress, opportunities and activities and supporting visuals as required in collaboration with County program manager
- Expanded and continued community awareness of population health and equity needs in Orange County and activities and efforts underway, planned or proposed to help address these needs.

3. Explain why the recommended vendor is the only one capable of providing the required services and/or commodities. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. *(Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.)*

Attach additional sheet if necessary.

Celery Design is currently conducting Phase 1 of this communication campaign and therefore is well-suited to carry out Phase 2 and 3. The rationale for initial selection of Celery Design is provided below. Their experience remains uniquely in line with our needs; further, the limited timeframe of the funding for this initiative underscore the basis for continuing to use this vendor.

Celery Design Collaborative has created communication design for social movements for over 20 years, including a recent project for the Prevention Institute (PI) that is related to HCA's new population health and equity efforts. This specific design effort positions Celery Design to support rapidly with HCA as our work builds on that of PI in terms of addressing social determinants of health through system change. Given the 24-month duration of this federal grant (*CDC-RFA-OT21-2103 National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities*) and associated need to communicate our strategies to the community immediately, HCA needs a design partner who already understands the nature of the population health and equity content and the audiences to be reached. Delay in developing communication capability will delay the overall project.



Sole Source Request Form

Sole Source Bidsync # 042-C032780-SS-JB

- 4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies.** Attach additional sheet if necessary.

Celery Design has provided a deliverable-based fee schedule that is cost-effective and focused on the required deliverables to support the County's needs. None of the existing communication design companies currently engaged with the County have the unique experience based that Celery Design has. Celery Design is able to provide the needed services quickly and within the budget issued by the County of Orange. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

- 5. If the recommended vendor was not available, how would the County accomplish this particular task?**

Attach additional sheet if necessary.

The County would have to go through the lengthy process of identifying other vendors with this capability and take the additional time to orient them to the content and approaches. This would delay the progress of this two-year project, which requires initial and ongoing communication to the community and key stakeholders about the opportunities and strategies ahead, current activities and progress to date. The time to find and prepare a new vendor would also negatively impact the County's use of federal grant funds due to lack of spending within the required time frame.

- 6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.**

Celery Design has not had any name changes, litigation, judgments for the last 7 years.

- 7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?** Yes No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

- 8. Explain (in detail) why a request for Solicitation Exemption is needed.** *(Only applicable for Solicitation Exemption)*

Attach additional sheet if necessary.

Not applicable



Sole Source Request Form

Sole Source Bidsync # 042-C032773-BD-SS

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by: <i>Hieu Nguyen</i> 63FDEF49A8454BA...	Print Name: Hieu Nguyen	Date: 8/12/2021
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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:
------------	-------------	-------

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by: <i>Brittany Davis</i> CBA8D85B77D2461...	Print Name: Brittany Davis	Date: 8/12/2021
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by: <i>Clayton Chau M.D., PhD</i> AFEE619990EB464...	Print Name: Clayton Chau M.D., PhD	Date: 8/12/2021
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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County’s online bidding system.

SOLICITATION EXEMPTION – CEO USE ONLY:

Board of Supervisor Notification Date:			
Comments:			
CPO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CFO: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
CPO Authorized Signature:	Date:	CFO Authorized Signature:	Date:



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Release Bid Workflow

Name: Janinne Boutte
Phone: 714-834-5850
Email: jboutte@ochca.com
Status: Submitter Sep 14, 2021 2:35:03 PM PDT

```

graph LR
  A[Janinne Boutte  
Submitter] --> B[Jeff M Miller  
(for CPO SS Routing (Group))  
Approved]
  
```

Bid Information

Bid Number:
[042-C032725-BD-SS](#)

Bid Title:
Population Health And Equity Partnership Services

Status:
Approved

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Name: Janinne Boutte
Phone: 714-834-5850
Email: jboutte@ochca.com
Status: Submitter Sep 14, 2021 2:35:03 PM PDT

```

graph LR
    A[Janinne Boutte  
Submitter] --> B[Jeff M Miller  
(for CPO SS Routing (Group))  
Approved]
  
```

Bid Information

Bid Number:
[042-C032776-SS-B](#)

Bid Title:
Partner Outreach, Engagement, And Grants Support Services

Status:
Approved

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Name: Janinne Boutte
Phone: 714-834-5850
Email: jboutte@ochca.com
Status: Submitter Sep 14, 2021 2:35:03 PM PDT

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graph LR
    A[Janinne Boutte  
Submitter] --> B[Jeff M Miller  
(for CPO SS Routing (Group))  
Approved]
          
```

Bid Information

Bid Number:
[042-C032774-SS-B](#)

Bid Title:
Consultative Services For Community Planning

Status:
Approved

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Name: Janinne Boutte
Phone: 714-834-5850
Email: jboutte@ochca.com
Status: Submitter Sep 14, 2021 2:35:03 PM PDT

```

graph LR
    A[Janinne Boutte Submitter] --> B[Jeff M Miller (for CPO SS Routing (Group)) Approved]
          
```

Bid Information

Bid Number:
[042-C032777-SS-B](#)

Bid Title:
OC Health Equity Map Community Engagement And Platform Enhancements Services

Status:
Status: Approved

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Name: Janinne Boutte
Phone: 714-834-5850
Email: jboutte@ochca.com
Status: Submitter Sep 14, 2021 2:35:03 PM PDT

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graph LR
    JB[Janinne Boutte  
Submitter] --> JM[Jeff M Miller  
(for CPO SS Routing (Group))  
Approved]
          
```

Bid Information

Bid Number:
[042-C032778-SS-JB](#)

Bid Title:
Grant Activities Evaluation Services

Status:
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Name: Janinne Boutte
Phone: 714-834-5850
Email: jboutte@ochca.com
Status: Submitter Sep 14, 2021 2:35:03 PM PDT

```

graph LR
    JB[Janinne Boutte  
Submitter] --> JM[Jeff M Miller  
(for CPO SS Routing (Group))  
Approved]
  
```

Bid Information

Bid Number:
[042-C032775-SS-JB](#)

Bid Title:
Health Equity Technical Assistance Services

Status:
Approved

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Release Bid Workflow

Name: Janinne Boutte
Phone: 714-834-5850
Email: jboutte@ochca.com
Status: Submitter Sep 14, 2021 2:35:03 PM PDT

```

graph LR
    A[Janinne Boutte Submitter] --> B[Jeff M Miller (for CPO SS Routing (Group)) Approved]
          
```

Bid Information

Bid Number:
[042-C032780-SS-B](#)

Bid Title:
OC Health Equity Coalition Media And Communication Campaign Services

Status:
Status: Approved

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Continuation or Deletion Request

Date: 09/28/21
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency 
Re: ASR Control #: _____, Meeting Date 9/28/21 Agenda Item No. # S35E
Subject: **Early Childhood & Youth Mental Health Consultation Services**


Request to continue Agenda Item No. # S35E to the 10/5/21 Board Meeting.

Request deletion of Agenda Item No. # _____

Comments:



Continuation or Deletion Request

Date: 09/28/21
To: Clerk of the Board of Supervisors
From: Clayton Chau, Agency Director, Health Care Agency 
Re: ASR Control #: _____, Meeting Date 9/28/21 Agenda Item No. # S35E
Subject: **Early Childhood & Youth Mental Health Consultation Services**

Request to continue Agenda Item No. # S35E to the 10/5/21 Board Meeting.

Request deletion of Agenda Item No. # _____

Comments:



County Executive Office

Memorandum

September 22, 2021

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

S35E

2021 SEP 23 PM 12:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

RECEIVED

The County Executive Office is requesting a Supplemental Agenda Staff Report for the September 28, 2021, Board Hearing.

Agency: Health Care Agency
Subject: Amendment No. 4 for Early Childhood & Youth Mental Health Consultation Services
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental item be heard at the September 28, 2021, Board meeting in order to provide critical Early Childhood and Youth Mental Health Consultation services for children and youth at risk of developing an early psychosis spectrum condition. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.


Concur:

Doug Chaffee, Vice Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
 AGENDA STAFF REPORT**

MEETING DATE: 09/28/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency
DEPARTMENT HEAD REVIEW: 
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026
 Jeff Nagel (714) 834-7024

RECEIVED
 2021 SEP 23 PM 12:56
 CLERK OF THE BOARD
 ORANGE COUNTY
 BOARD OF SUPERVISORS

SUBJECT: Amendment No. 4 for Early Childhood & Youth Mental Health Consultation Services

<p>CEO CONCUR  <hr/> <i>CEO Signature</i></p>	<p>COUNTY COUNSEL REVIEW Approved As To Form <i>Action</i> Digitally signed by Brittany McLean Date: 2021.09.22 11:32:27 -0700 Brittany McLean <hr/> <i>County Counsel Signature</i></p>	<p>CLERK OF THE BOARD Discussion 3 Votes Board Majority</p>
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Budgeted: Yes **Current Year Cost:** \$1,000,000 **Annual Cost:** N/A
Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: State: 100% (Mental Health Services Act/Prop 63) **County Audit in last 3 years:** No

Prior Board Action: 08/10/2021 #11, 02/11/2020 #12, 12/10/2019 #18, 05/21/2019 #33

RECOMMENDED ACTION(S)

1. Approve Amendment No. 4 to the Contract with Charitable Ventures of Orange County, for provision of Early Childhood and Youth Mental Health Consultation Services, to increase the contract amount not to exceed by \$1,000,000 effective September 29, 2021, through June 30, 2022, for a revised cumulative Contract total amount not to exceed \$3,140,301.
2. Authorize the County Procurement Officer or authorized Deputy to execute Amendment No. 4 to the Contract with Charitable Ventures of Orange County, as referenced in the Recommended Action above.

SUMMARY:

Approval of Amendment No. 4 to the Contract with Charitable Ventures of Orange County for Early Childhood and Youth Mental Health Consultation Services will expand evidence-supported services to reach youth who are at risk of early onset psychosis symptoms and their families, as well as to help

Orange County healthcare providers effectively identify, screen, refer and/or manage the care of youth who are at clinical high risk of psychosis or who have experienced symptoms of psychosis.

BACKGROUND INFORMATION:

Your Honorable Board of Supervisors (Board) approved the Contract with Charitable Ventures of Orange County (Charitable Ventures) for provision of Early Childhood Mental Health Consultation Services and the below additional actions have been executed pursuant to appropriate authorities.

Table 1: Prior Board Actions

Board Date	Contract/Amendment	Action	Term
May 21, 2019	Mental Health Services Act (MHSA) Annual Plan	Board Approved MHSA Program and Expenditure Plan	July 1, 2019 – June 30, 2020
December 10, 2019	Contract	Board Approved Early Psychosis Learning Health Care Network Multi-County Innovation Project	January 1, 2020 – June 31, 2024
February 11, 2020	Contract	Board Approved Contract	March 15, 2020 – June 30, 2022
	Amendment No. 1	Deputy Purchasing Agent Authority - Administrative Revision	March 15, 2020 – June 30, 2022
	Amendment No. 2	Deputy Purchasing Agent Authority - Administrative Revision	March 15, 2020 – June 30, 2022
August 10, 2021	Amendment No. 3	Board Approved Amendment	March 15, 2020 – June 30, 2022

Early Childhood Mental Health Consultation is a new service implemented by Charitable Ventures in March 2020 that seeks to support and provide consultation to staff in the early childcare settings in Orange County. Per a Board directive from the August 10, 2021, Board meeting, the proposed Amendment is requesting an additional \$1 million for the FY 2021-22 term, for a revised cumulative contract total amount not to exceed \$3,140,301. The Amendment will use the increase in funding to expand early psychosis spectrum consultation services under the Contract as a result of COVID-19 and to expand the services to a larger age group population as directed by the Board. To reflect the expansion in services, the name of the Contract and of the services provided is being changed from “Early Childhood Mental Health Consultation Services” to “Early Childhood and Youth Mental Health Consultation Services” (ECYMHC).

The COVID-19 pandemic has placed additional stressors on youth and their families and preliminary research suggests that COVID-19 may place youth who test positive for the virus at increased risk for developing mental health symptoms and conditions, including psychosis. The proposed amendment will increase the ability of Charitable Ventures to provide evidence-supported consultation services to the Health Care Agency’s (HCA) Orange County Center for Resiliency, Education and Wellness (OC CREW), Early Psychosis program staff, as well as other community-based healthcare providers that serve youth under age 18 . The amendment will also expand screening, assessment and supportive services for youth through age 25 and their families , who are at clinical high risk of experiencing an early psychosis

spectrum condition. Consultation services will educate OC CREW staff and other healthcare providers on best practices in the area of early psychosis spectrum conditions, build their capacity to provide appropriate mental and behavioral health support for youth experiencing ongoing challenges, and promote the development of healthy identities in youth at risk of developing an early psychosis spectrum condition. Charitable Ventures will also provide evidence-based screening, assessment and consultation services directly to youth at clinical high risk and their family members.

The additional amount of \$1 million being requested will be encumbered from existing unspent funds from the Early Psychosis Learning Health Care Network (EP LHCN) multi-county Innovation project. The Board approved HCA's participation in the EP LHCN project on December 10, 2019, to support shared learning and Early Psychosis (EP) program development across the state, assess impact and cost-effectiveness of EP programs and specifically enhance service delivery in HCA's EP program, OC CREW. Leveraging the unspent funds from the related Innovation project will allow Charitable Ventures to provide the scope of services described below.

Scope of Services:

To improve the ability of healthcare and other youth-focused providers and family members to identify, screen, refer and support youth who are at risk of experiencing an early psychosis spectrum condition, Charitable Ventures will provide the following services in a culturally informed, linguistically appropriate and evidence-supported manner:

- Establish consultation services that are open to all healthcare providers in the county including, but not limited to, licensed therapists, supervised unlicensed therapists, pediatricians, psychiatrists, social workers, school psychologists and counselors and other professionals who may work with or encounter youth at risk of developing psychosis symptoms. Consultation services would be available for three to six months and include didactic training, practice-based coaching, direct observation and follow-up support;
- Establish links to local universities to identify students in relevant applied academic programs who may benefit from training components of consultation;
- Provide training on the EP Spectrum to community healthcare providers and organizations;
- Establish an evidence-supported Protocol for Screening for EP Spectrum concerns among Orange County youth, with the initial focus on those who have tested positive for COVID-19;
- Establish an evidence-supported, comprehensive Psychosocial EP Spectrum Assessment to follow the Screening for EP Spectrum, when applicable;
- Assess referred youth using the screening protocol and comprehensive assessment and, when appropriate, develop a clinical formulation and evidence-informed, individually tailored recommendations provided in a written report for the family and/or current or future healthcare providers;
- Provide appropriate referrals and linkages for clinical and other direct services, if recommended, following the Psychosocial EP Spectrum Assessment; and
- Actively collaborate with organizations that provide focused services related to first episode psychosis to ensure that the needs of the youth who cross a threshold for psychosis are addressed.

These consultation and training services will ultimately be incorporated into a Center of Excellence for the EP Spectrum (see Attachment D), which HCA is currently developing with early psychosis subject matter experts from the University of California at Irvine.

Performance Metrics:

Program performance metrics for the proposed Amendment will measure the feasibility and acceptance of the screening and assessment services for youth and their families, and of the consultation and training services for healthcare providers. The primary deliverables will be the number of screenings implemented, assessments conducted, consultations offered and resulting referrals and linkages made for an appropriate level of care based upon the assessments and consultations provided. For metrics B-J, numbers are estimated based on the number of youths who complete the initial screener in metric A. Thus, if the number of youth initially screened per metric A differs from current projections, the resulting numbers in metrics B-J will also change.

Table 2: FY 2021-22 Program Outcomes for Consultation Services for Early Psychosis Spectrum

	Estimated Outputs	
a. Estimated youth and families provided with initial screener as a result of HCA and provider outreach	10,000 estimated	
	Anticipated Outputs	Currently Estimated #s
b. Youth screened	3% of youth responding to initial screener (a)	300
c. Youth with general mental health concerns identified	25% of youth screened in (b)	75
d. Referrals to Community Behavioral Health Services	100% of youth identified with general mental health concerns (c)	75
e. Youth with positive psychosis risk screens identified	18% of all screened youth (b)	55
f. Psychosis risk assessments completed with youth	82% of total positive risk screens (e)	45
g. Assessment Reports w/ Care Plan Recommendations	96% of risk assessments initiated (f)	43
h. Youth identified as meeting criteria for an EP Spectrum disorder	40% of youth with initiated assessments (f)	18
i. Referrals for youth who have an EP Spectrum disorder	100% of youth identified as meeting criteria for an EP Spectrum disorder (h)	18
j. Confirmed healthcare linkages	100% of youth who have an EP Spectrum disorder and are referred (i)	18
k. Consultations provided to healthcare providers	45	
l. Consultation provided to families	37	
m. Outreach and training sessions with community healthcare providers	14	
n. Outreach and training sessions with other community organizations	7	

The Contractor's performance has been confirmed as satisfactory. HCA has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests. The Orange County Preference Policy is not applicable to this contract award.

The proposed Amendment with Charitable Ventures for ECYMHC Services includes subcontractors. See Attachment B for information regarding subcontractors and Contract Summary Form.

The Amendment is presented to the Board less than 30 days from the start date of the Contract term due to a directive received from the Board at the August 10, 2021, Board meeting for HCA to outreach, engage and assess children and youth years for mental health and addiction symptoms, including psychosis and phobias, especially for those youth who have tested positive for COVID-19.

HCA requests that the Board approve Amendment No. 4 to the Contract for provision of ECYMHC Services with Charitable Ventures expand to outreach, engagement and assessment of youth at risk of Early Psychosis Spectrum conditions, as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Budget Control 042 FY 2021-22 Budget.

Should services need to be reduced or terminated due to lack of funding, the Contract contains language that allows HCA to give a 30-day notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment No. 4 to Contract MA-042-20010886 for Early Childhood Mental Health Consultation Services with Charitable Ventures of Orange County

Attachment B - Contract Summary Form

Attachment C - Redline Version to Attachment A

Attachment D - Center of Excellence for Early Psychosis Spectrum Proposal Outline



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20010886
FOR
EARLY CHILDHOOD AND YOUTH MENTAL HEALTH CONSULTATION SERVICES**

This Amendment No. 4 to Contract No. MA-042-20010886 for Early Childhood and Youth Mental Health Consultation Services is made and entered into on September 29, 2021 (“Effective Date”) between Charitable Ventures of Orange County (“Contractor”), with a place of business at 1505 E. 17th St., Ste. 101, 118, 219, and 221, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20010886 (“Contract”) for Early Childhood Mental Health Consultation Services, effective March 15, 2020 through June 30, 2022, in an amount not to exceed \$1,999,999, renewable for two additional one-year periods; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify the facility address that includes space to support the services for the period of May 11, 2020 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Budget paragraph for the period of March 15, 2020 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 3 to increase the Period Three Maximum Obligation by \$140,302, for a revised cumulative Contract total not to exceed \$2,140,301, to cover the costs to expand the services for a larger age group population and to amend Exhibit A of the Contract to reflect the expansion in services and increase in costs of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to increase the Period Three Maximum Obligation to cover the costs for early psychosis spectrum consultation services as a result of COVID-19 and to expand the services for a larger age group population, to amend Exhibit A to reflect the expansion in services and increase in costs of the Contract, and to change the name of this Contract and of the services provided to reflect the expansion in services.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The name of this Contract and of the services provided under this Contract is changed from “Early Childhood Mental Health Consultation Services” to “Early Childhood and Youth Mental Health Consultation Services”.
2. The Period Three Maximum Obligation is increased by \$1,000,000 from \$1,000,000 to \$2,000,000, for a revised cumulative Contract total amount not to exceed \$3,140,301.

3. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

“Maximum Obligation:

Period One Maximum Obligation:	\$ 280,603
Period Two Maximum Obligation:	859,698
Period Three Maximum Obligation:	2,000,000
TOTAL MAXIMUM OBLIGATION:	\$3,140,301”

4. Exhibit A, I. Common Terms and Definitions, subparagraphs AC. through AF. are added to the Contract as follows:

“AC. Clinical high-risk (CHR) means an array of mental and behavioral health challenges (e.g., attenuated psychosis symptoms, depression, anxiety, impaired social and role functioning, trauma, etc.) that is also linked to increased risk for the development of escalating conditions such as schizophrenia.

AD. Early Psychosis Spectrum (EPS) disorders means a combined category of people at clinical high risk for psychosis and people in their first episode of psychosis.

AE. First Episode Psychosis (FEP) means the first two years of full-threshold diagnosable psychotic disorder.

AF. Psychosis means a mental health challenge defined by unusual thoughts and/or perceptual abnormalities that are adhered to tenaciously despite evidence to the contrary, that are not part of a cultural normative belief system, and cause impairment and/or distress.”

5. Exhibit A, II. Budget, subparagraph A, of the Contract is amended to add the following additional budget breakdown for Consultation Services Early Psychosis Spectrum (CSEPS):

“

	<u>Period Three</u>
	<u>(Oct. 2021 – June 2022)</u>
ADMINISTRATIVE COST	
Indirect Costs	<u>120,000</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 120,000

PROGRAM COST	
Salaries	\$495,756
Benefits	99,151
Services and Supplies	161,493
Subcontractor	93,600
Start-up	<u>30,000</u>
SUBTOTAL PROGRAM COST	\$880,000
TOTAL GROSS COST	\$1,000,000
REVENUE	
MHSA	<u>\$1,000,000</u>
TOTAL REVENUE	\$1,000,000
TOTAL AMOUNT NOT TO EXCEED	\$1,000,000”

6. Exhibit A, III. Payments, subparagraph A (but not including subparagraphs A.1, A.2 and A.3), of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, (i) the provisional amount of \$83,333 per month for Period Three and (ii) the provisional amount of \$111,111 per month for CSEPS for Period Three (for the months October 2021 – June 2022); provided, however, that the total of such payments does not exceed COUNTY’s Total Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement.”

7. Exhibit A, VII. Consultation Services for Early Psychosis Spectrum is added to the Contract as follows:

“A. CONSULTATION SERVICES FOR EARLY PSYCHOSIS SPECTRUM

1. CONTRACTOR shall establish Consultation Services for Early Psychosis Spectrum concerns to support the effective identification, assessment, care planning and treatment for children and youth through age 25 years old who are at increased risk for developing symptoms of early psychosis spectrum disorders. Consultation services shall be designed to educate and build capacity, increase knowledge and awareness of healthcare providers to provide appropriate mental and behavioral health support for those exhibiting ongoing challenging experiences, and promote development of healthy

identities in youth. Consultation services shall include didactic training, practice-based coaching, direct observation, and follow-up support.

2. CONTRACTOR shall provide Consultation Services for Early Psychosis Spectrum concerns to a range of healthcare providers, which can include, but are not limited to, licensed therapists, supervised unlicensed therapists, pediatricians, psychiatrists, social workers, school psychologists and counselors, mental health specialists and other professionals who may work with or encounter youth at risk of developing psychosis symptoms. Consultation services will be open to all healthcare providers in Orange County. These services will be prioritized for OC CREW staff and providers working with youth identified as having early psychosis through CONTRACTOR'S screening and assessment protocol. Consultation services will also be provided to family members, caregivers and other important people in the life of the young person who is referred for assessment for EPS experiences.

3. CONTRACTOR shall utilize a practice-based mental health consultation model that utilizes a systematic evidence-based and trauma-informed approach to building the skills and expertise of the healthcare providers and family members. These practices can include, but are not limited to, the Modular Approach to Care for Individuals at CHR (Thompson et al., 2015). CONTRACTOR is responsible for identifying and implementing the consultation materials that are age-appropriate to be part of a "tool-box" of strategies from which healthcare providers can select.

4. Consultation services will include multi-tiered support and be available for between three (3) to six (6) months or based on the healthcare provider and/or family needs. Consultation must include up to six (6) components:

a. Initiation: Once a referral for services is received, CONTRACTOR shall determine readiness and eligibility of healthcare provider for consultation services. CONTRACTOR shall meet with the healthcare provider to initiate the consultation process and review the Participation Guidelines and Commitment packet with the healthcare provider.

b. Needs Assessment: CONTRACTOR shall establish a needs assessment battery specific to Early Psychosis Spectrum consultation services that will consist of the PRIME Screen Revised-Provider, as well as other data collection tools to determine the course and level of service needed.

c. Collaborative Action Plan: CONTRACTOR shall ensure that healthcare providers complete a Collaborative Action Plan to determine the goals and areas of focus for consultation services.

d. Plan Implementation: CONTRACTOR shall guide the Participants to implement the identified goals in the Collaborative Action Plan. CONTRACTOR shall monitor the Participants' progress toward the established goals and provide ongoing support to healthcare providers as deemed necessary.

e. Sustainability and Transition Plan: CONTRACTOR shall collaborate with the healthcare providers in the development of the Transition and Sustainability Plan for identifying the healthcare provider's strengths and areas of need, resources, strategies, and steps for continuous improvement, timeline, as well as person(s) responsible. CONTRACTOR's staff shall follow-up with Participants at three (3) and six (6) months following the completion of the Collaborative Action Plan.

f. Communities of Practice (CoP): To continually share experiences and build a trusted network of support within the provider community, CONTRACTOR shall facilitate collaborative learning groups. CoP's shall be held in-person and/or via video conference (depending on the preference of the Participants) on a monthly basis, to establish needs and gaps as determined by the Participants.

5. CONTRACTOR shall establish links to local universities to identify students in relevant applied academic programs who may benefit from training components of consultation.

6. CONTRACTOR shall provide culturally informed and linguistically appropriate Consultation services for Early Psychosis Spectrum to Orange County residents that are consistent with the current COUNTY MHSA Plan.

7. CONTRACTOR shall promote the program by establishing relationships with entities that can include, but are not limited to, child-focused organizations such as the Regional Center, hospitals, faith-based organizations, school sites and districts, community centers, behavioral health programs, YMCAs, Boys and Girls Clubs, pediatricians, community-based organizations, especially those serving monolingual ethnic communities, FRCs, and other entities that can support Consultation Services for Early Psychosis within the community. CONTRACTOR shall promote services throughout Orange County using a variety of strategies including but not limited to presentations, trainings, offering of screening and assessment services, and website promotions to educate the community about Early Psychosis Spectrum concerns, the services offered, and to promote healthy development.

8. CONTRACTOR shall promote the program by providing training on the Early Psychosis Spectrum to OC CREW staff and other community healthcare providers and organizations.

9. CONTRACTOR shall actively collaborate with OC CREW staff and other organizations that provide focused services related to first episode psychosis to ensure that the needs of the youth who cross a threshold for psychosis are addressed.

10. CONTRACTOR shall establish a Protocol for Screening for Early Psychosis Spectrum concerns among, youth, with the initial focus on youth who have tested positive for COVID-19 in OC and drawing upon, where applicable, the measures and tools identified in the Early Psychosis Learning Health Care Network (EP LHCN) Innovation project. Screening questions will be embedded in a QUALTRICS survey stratified by age with questionnaires targeting age ranges based on developmental appropriateness.

11. CONTRACTOR shall define cut points for screening based on prior literature and/or recommendations from the EP LHCN Innovation Project. For those who score at or above the cut point, the comprehensive Psychosocial Early Psychosis Spectrum Assessment will be offered. Families will be contacted and provided the option to participate in the Psychosocial Early Psychosis Spectrum Assessment in person or by secure video teleconference depending on preference and pandemic - related safety guidelines of in-person facilities.

12. CONTRACTOR shall establish a detailed, comprehensive Psychosocial Early Psychosis Spectrum Assessment to follow the Screening for Early Psychosis Spectrum, when applicable. The Psychosocial Early Psychosis Spectrum Assessment will consist of evidence-based and clinically applicable assessment measures to 1) establish an understanding of strengths, challenges, and concerns, 2) determine whether criteria for CHR are met, and 3) identify applicable mental health diagnoses. The assessment battery will be customizable and can include, but is not limited to, the following measures: such as the Structured Interview for Psychosis Risk Syndromes (SIPS), the Schedule for Affective Disorders and Schizophrenia (K-SADS), Behavioral Assessment Schedule for Children-3rd edition (BASC-3), Cornblatt Global Functioning: Social & Role, the UCLA Child/Adolescent PTSD Reaction Index for DSM-5, and COVID-19 related stressors and complications, or other similar screening and assessment tools. CONTRACTOR will draw upon, where applicable, the measures and tools identified in the EP LHCN Innovation Project.

13. CONTRACTOR shall work directly with the identified client and family members to administer the Psychosocial Early Psychosis Spectrum Assessment. This process involves several hours of interviews and self-report measures.

14. CONTRACTOR shall use the information obtained from the Psychosocial Early Psychosis Spectrum Assessment to create a comprehensive written report that can

include, but is not limited to, 1) a description of family and client strengths, 2) comments on client mental status, 3) determination and justification for early psychosis spectrum status, 4) any applicable diagnoses identified through the K-SADS, 5) a clinical formulation, and 6) evidence-informed and individually tailored recommendations. The written report will be provided to family and/or current or future healthcare providers.

15. Referrals/Linkages: CONTRACTOR shall provide appropriate referrals and linkages for clinical and other direct services, if recommended, following the Psychosocial Early Psychosis Spectrum Assessment. Participants and Participant families in need of services shall be referred to other organizations within their community, as appropriate for their specific needs. CONTRACTOR shall ensure that all families in need of resources will receive appropriate referrals to community providers. CONTRACTOR staff shall follow-up with Participants and/or Participant families to confirm successful linkages for referred services. CONTRACTOR shall confirm that the Participant family has attended the first appointment to be considered a successful linkage. CONTRACTOR shall report confirmed linkages to ADMINISTRATOR on a monthly basis and upon request, as needed.

16. CONTRACTOR shall, upon consent of participating families, share the results of the Psychosocial Early Psychosis Spectrum Assessment with linked healthcare providers. Further, CONTRACTOR shall offer consultation services as described above to the family's healthcare provider.

B. UNITS OF SERVICE

1. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service. For metrics b-j, numbers are estimated based on number of youth who complete the initial screener in metric a. Thus, if the number of youth initially screened per metric a differs from current projections, the resulting numbers in metrics b-j are also subject to change:

	Estimated Outputs	
a. Estimated youth and families provided with initial screener as a result of HCA and provider outreach	10,000 Estimated	
	Anticipated Outputs	Currently Estimated #s
b. Youth screened	3% of youth responding to initial screener (a)	300
c. Youth with general mental health concerns identified	25% of youth screened in (b)	75

d. Referrals to Community Behavioral Health Services	100% of youth identified with general mental health concerns (c)	75
e. Youth with positive psychosis risk screens identified	18% of all screened youth (b)	55
f. Psychosis risk assessments completed with youth	82% of total positive risk screens (e)	45
g. Assessment Reports w/ Care Plan Recommendations	96% of risk assessments initiated (f)	43
h. Youth identified as meeting criteria for an Early Psychosis Spectrum disorder	40% of youth with initiated assessments (f)	18
i. Referrals for youth who have an Early Psychosis Spectrum disorder	100% of youth identified as meeting criteria for an Early Psychosis Spectrum disorder (h)	18
j. Confirmed healthcare linkages	100% of youth who have an Early Psychosis Spectrum disorder and are referred (i)	18
k. Consultations provided to healthcare providers	45	
l. Consultation provided to families	37	
m. Outreach and training sessions with community healthcare providers	14	
n. Outreach and training sessions with other community organizations	7	

C. OUTCOME MEASURES

1. CONTRACTOR shall track and implement ADMINISTRATOR approved output and outcome measures. The primary deliverable will be the number of screenings implemented, assessments conducted, consultations offered, and the results of these consultations. The following outcome measures will be reported upon:

- a. Number of screens implemented
- b. Number of youth who screen positive for Early Psychosis Spectrum concerns
- c. Number of comprehensive evaluations conducted
- d. Number of youth who meet diagnostic criteria for an Early Psychosis Spectrum disorder
- e. Number of reports written
- f. Number of consultations provided to healthcare providers

- g. Number of consultations provided to families
- h. Number of hours providing consultations
- i. Number of referrals made
- j. Number of linkages confirmed
- k. Number of consultations provided to healthcare providers
- l. Number of consultations provided to families
- m. Number of outreach and training sessions provided to community healthcare providers

The duration of consultations may vary widely so reporting on consultations will provide the number of hours spent in addition to the number of consultations offered.

- 2. CONTRACTOR shall measure satisfaction of assessment and consultation services through satisfaction surveys.
 - 3. CONTRACTOR shall provide COUNTY with monthly data reports, or as needed upon request of ADMINISTRATOR.
 - 4. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different and/or additional outcome measurements, as approved by ADMINISTRATOR.
 - 5. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format approved by ADMINISTRATOR.
 - 6. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant's level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization. CONTRACTOR shall provide COUNTY with monthly data reports or as needed upon request.
 - 7. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race; ethnicity; primary language; gender identity; sexual orientation; and others.
 - D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Consultation Services for Early Psychosis Spectrum of this Exhibit A to the Agreement."
8. Exhibit A, VIII. Staffing for Consultation Services for Early Psychosis Spectrum is added to the Contract as follows:
- "A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM	<u>FTEs</u>
Program Director	1.00
Lead Assessment Specialist	1.00
Assessment Specialist	2.00
Outreach & Referral Specialist	1.00
Consultation Specialist	1.00
Peer/Family Specialist	0.50
Administrative Support	1.00
Clinical Trainee	1.00
Training & Content Specialist	<u>1.00</u>
TOTAL FTEs	9.50

B. CONTRACTOR shall make best effort to include multilingual/multicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, multilingual/multicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when multilingual and multicultural composition of the staffing does not meet the above requirement must be filled with multilingual and multicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-multilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

C. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice standards or as specified by ADMINISTRATOR.

E. CONTRACTOR shall maintain personnel files for each staff member, both administrative and programmatic, both direct and indirect, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of multicultural/multilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

F. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e., office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The P&Ps shall address at the minimum the following:

1. Eligibility and selection criteria;

2. Staff's field/home on-duty conduct and responsibilities;
3. Supervision plan of staff and equipment including emergency procedure; and
4. Confidentiality and records keeping.

G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification shall include at a minimum the following information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

H. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes: including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

I. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

J. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

K. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.

L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Participants without obtaining prior written authorization from ADMINISTRATOR.

M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing for Consultation Services for Early Psychosis Spectrum Paragraph of this Exhibit A to the Agreement."

This Amendment No. 4 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CHARITABLE VENTURES OF ORANGE COUNTY

Ted Kim

Chief Financial officer

Print Name

Title

DocuSigned by:

Ted Kim
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9/17/2021

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

Brittany McLean
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9/18/2021

Date

Contract Summary Form

Charitable Ventures of Orange County

Early Childhood and Youth Mental Health Consultation Services (FY 2021-22)

SUMMARY OF SIGNIFICANT CHANGES

This amendment is to expand the youth served to include those through ages 25 years who are at increased risk of experiencing early symptoms of psychosis through specialized screening, assessments, tailored treatment recommendations, and consultation and support provided to their healthcare provider(s), as well as outreach, training and consultation for providers who work with children and youth and their families. This amendment will add funding to the existing contract previously approved by the Board of Supervisors on August 10, 2021.

SUBCONTRACTORS

This contract does currently include a subcontractor or pass through to other another provider.

Subcontractor(s) Name:	Service(s):	Amount
CHR Specialist Consultant – Jason Schiffman, Ph.D.	Consultation services focusing on Clinical High Risk of early psychosis program development and clinical, training and outreach services implementation support	\$ 46,800
Psychiatrist - TBD	Psychiatric consultation and medication management for youth experiencing mental health symptoms, with the provider having expertise in working with youth experiencing early psychosis symptoms	\$ 46,800

CONTRACT OPERATING EXPENSES

Period Three

(Oct. 2021 – June 2022)

ADMINISTRATIVE COST

Indirect Costs \$ 120,000

SUBTOTAL ADMINISTRATIVE COST \$ 120,000

PROGRAM COST

Salaries \$495,756

Benefits 99,151

Services and Supplies 161,493

Subcontractor 93,600

Start-up	<u>30,000</u>
SUBTOTAL PROGRAM COST	\$880,000
TOTAL GROSS COST	\$1,000,000
REVENUE	
MHTA	<u>\$1,000,000</u>
TOTAL REVENUE	\$1,000,000
TOTAL AMOUNT NOT TO EXCEED	\$1,000,000

Administrative Indirect costs include costs from HR Support; Payroll; Legal Support; IT Support; Account Payable and Receivable; General Accounting and Report; Audit Support; 990 Tax Filing; Contract Administration; Grant Management; Donor Tax Receipting; General Liability Insurance; and Incubation Support.



AMENDMENT NO. ~~34~~
TO
CONTRACT NO. MA-042-20010886
FOR
EARLY CHILDHOOD AND YOUTH MENTAL HEALTH CONSULTATION SERVICES

This Amendment No. ~~34~~ to Contract No. MA-042-20010886 for Early Childhood and Youth Mental Health Consultation Services is made and entered into on ~~July 28~~ September 29, 2021 ("Effective Date") between Charitable Ventures of Orange County ("Contractor"), with a place of business at 1505 E. 17th St., Ste. 101, 118, 219, and 221, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20010886 ("Contract") for Early Childhood Mental Health Consultation Services, effective March 15, 2020 through June 30, 2022, in an amount not to exceed \$1,999,999, renewable for two additional one-year periods; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify the facility address that includes space to support the services for the period of May 11, 2020 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Budget paragraph for the period of March ~~1, 2021~~ 15, 2020 through June 30, 2022; and

~~WHEREAS, the Parties now desire to enter into this~~ executed Amendment No. 3 to increase the Period Three Maximum Obligation by \$140,302, for a revised cumulative Contract total not to exceed \$2,140,301, to cover the costs to expand the services to for a larger age group, population and to ~~revise~~ amend Exhibit A of the Contract to reflect ~~this~~ the expansion in services and increase in costs, ~~and to amend Paragraph XI~~ of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to increase the Period Three Maximum Obligation to cover the costs for early psychosis spectrum consultation services as a result of COVID-19 and to expand the services for a larger age group population, to amend Exhibit A to reflect the expansion in services and increase in costs of the Contract, and to change the name of this Contract and of the services provided to reflect the expansion in services.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The name of this Contract and of the services provided under this Contract is changed from "Early Childhood Mental Health Consultation Services" to "Early Childhood and Youth Mental Health Consultation Services."

~~1.2.~~ The Period Three Maximum Obligation is increased by \$140,302 from \$859,698 to

\$1,000,000 ~~from \$1,000,000 to \$2,000,000~~, for a revised cumulative Contract total amount not to exceed \$~~2~~3,140,301.

~~2.3.~~ Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

“Maximum Obligation:

Period One Maximum Obligation:	\$ 280,603
Period Two Maximum Obligation:	859,698
Period Three Maximum Obligation:	4 <u>2</u> ,000,000
TOTAL MAXIMUM OBLIGATION:	\$ 2 <u>3</u> ,140,301”

~~4. Exhibit A, Paragraph XI. Indemnification, Common Terms and Insurance of Definitions, subparagraphs AC. through AF, are added to the Contract as follows.~~

~~“AC. Clinical high-risk (CHR) means an array of mental and behavioral health challenges (e.g., attenuated psychosis symptoms, depression, anxiety, impaired social and role functioning, trauma, etc.) that is ~~deleted~~ also linked to increased risk for the development of escalating conditions such as schizophrenia.~~

~~3. AD. Early Psychosis Spectrum (EPS) disorders means a combined category of people at clinical high risk for psychosis and people in ~~its entirety and replaced with the following: their first episode of psychosis.~~~~

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

~~B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement.~~

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

~~D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:~~

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

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

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

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

~~F. QUALIFIED INSURER~~

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

~~2. If the insurance carrier 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.~~

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. 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 Automobile Liability coverage shall be written on ISO form CA 00-01, CA 00-05, CA 00-12, CA 00-20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

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

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

~~AE. First Episode Psychosis (FEP) means the first two years of full-threshold diagnosable psychotic disorder.~~

~~AF. Psychosis means a mental health challenge defined by unusual thoughts and/or perceptual abnormalities that are adhered to tenaciously despite evidence to the contrary, that are not part of a cultural normative belief system, and cause impairment and/or distress."~~

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

~~2. The Network Security and Privacy Liability policy shall contain the following endorsements, which shall accompany the COI:~~

~~a. An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.~~

~~b. A primary and non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~

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

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

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

~~M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2)~~

~~years following the completion of the Agreement.~~

- ~~N. 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 0004 policy).~~
- ~~O. Insurance certificates should be forwarded to the agency/department address as specified in the Referenced Contract Provisions of this Agreement.~~
- ~~P. If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, County may terminate this Agreement immediately.~~
- ~~Q. 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.~~
- ~~R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance 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.~~
- ~~S. 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.~~
- ~~T. 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 requirements as set forth in the Coverage Subparagraph above.~~
- ~~2. The COI and endorsements shall be provided to COUNTY at the address as specified 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 contracts 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 contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~

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

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

~~4. Exhibit A, II. Budget, subparagraph A, of the Contract is deleted in its entirety and replaced with amended to add the following:~~

~~5. "A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following additional budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR. breakdown for Early Psychosis Spectrum (CSEPS):~~

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	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Professional Services	\$ 2,042	\$ 0	\$ 0	\$ 2,042
Indirect Costs	\$ 30,114	\$ 110,255	\$ 128,000	\$ 268,369
SUBTOTAL	\$ 32,156	\$ 110,255	\$ 128,000	\$ 270,411
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$ 156,573	\$ 536,821	\$ 621,477	\$ 1,314,871
Benefits	31,315	107,364	119,420	258,099
Services and Supplies	30,263	102,258	129,603	262,124

Subcontractor	438	3,000	1,500	4,938
Start-Up Costs	29,858	0	0	29,858
SUBTOTAL PROGRAM COST	\$ 248,447	\$ 749,443	\$ 872,000	\$ 1,869,890
TOTAL GROSS COST	\$ 280,603	\$ 859,698	\$ 1,000,000	\$ 2,140,304
REVENUE				
MHSA	280,603	859,698	1,000,000	2,140,304
TOTAL REVENUE	\$ 280,603	\$ 859,698	\$ 1,000,000	\$ 2,140,304
TOTAL MAXIMUM OBLIGATION	\$ 280,603	\$ 859,698	\$ 1,000,000	\$ 2,140,304

“

Period Three
(Oct. 2021 – June 2022)

<u>ADMINISTRATIVE COST</u>	
<u>Indirect Costs</u>	<u>120,000</u>
<u>SUBTOTAL ADMINISTRATIVE COST</u>	<u>\$ 120,000</u>
<u>PROGRAM COST</u>	
<u>Salaries</u>	<u>\$495,756</u>
<u>Benefits</u>	<u>99,151</u>
<u>Services and Supplies</u>	<u>161,493</u>
<u>Subcontractor</u>	<u>93,600</u>
<u>Start-up</u>	<u>30,000</u>
<u>SUBTOTAL PROGRAM COST</u>	<u>\$880,000</u>
<u>TOTAL GROSS COST</u>	<u>\$1,000,000</u>
<u>REVENUE</u>	
<u>MHSA</u>	<u>\$1,000,000</u>
<u>TOTAL REVENUE</u>	<u>\$1,000,000</u>

TOTAL AMOUNT NOT TO EXCEED\$1,000,000

- ~~5.6.~~ Exhibit A, III. Payments, subparagraph A (but not including subparagraphs A.1, A.2 and A.3), of the Contract is deleted in its entirety and replaced with the following:

"A.

~~"A.~~ COUNTY shall pay CONTRACTOR monthly, in arrears, (i) the provisional amount of \$83,333 per month for Period Three; and (ii) the provisional amount of \$111,111 per month for Consultation Services for CSEPS for Period Three (for the months October 2021 – June 2022); provided, however, that the total of such payments does not exceed COUNTY's Total Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement."

- ~~6.7.~~ Exhibit A, ~~V.VII. Consultation Services, subparagraph B.1., of~~ for Early Psychosis Spectrum is added to the Contract ~~is deleted in its entirety and replaced with the following as follows:~~

"A. CONSULTATION SERVICES FOR EARLY PSYCHOSIS SPECTRUM

1. CONTRACTOR shall ~~provide Early Childhood Mental Health~~ establish Consultation Services for Early Psychosis Spectrum concerns to support the effective ~~management of challenging behaviors of infants, preschool and elementary~~ identification, assessment, care planning and treatment for children ~~up to eight (8) and youth through age 25~~ years old, particularly those exhibiting problematic behaviors and ~~who~~ are at risk of mental illness in Early Childhood and Education (ECE) settings throughout Orange County. In Period One and Period Two, the services include infants and preschool children up to five (5) years old. In Period Three (3), the services expand to include before and after school programs, as well as transitional kindergarten programs through the third grade. Due to the public health emergency and the continuing social and economic impacts of the COVID-19 pandemic, the expansion is made in anticipation of an increased need to promote children's socio-emotional development, provide positive and appropriate caregivers' response to a challenging behavior. risk for developing symptoms of early psychosis spectrum disorders. Consultation services shall be designed to educate and build capacity, increase knowledge and awareness of ~~early childhood educators~~ healthcare providers to provide appropriate ~~behavioral and behavioral health~~ behavioral and behavioral health support for those exhibiting ongoing challenging ~~behaviors~~ experiences, and promote development of healthy identities in ~~young children, youth.~~ Consultation

services shall include ~~consultation~~ didactic training, practice-based coaching, direct observation, and follow-up support.”

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2. CONTRACTOR shall provide Consultation Services for Early Psychosis Spectrum concerns to a range of healthcare providers, which can include, but are not limited to, licensed therapists, supervised unlicensed therapists, pediatricians, psychiatrists, social workers, school psychologists and counselors, mental health specialists and other professionals who may work with or encounter youth at risk of developing psychosis symptoms. Consultation services will be open to all healthcare providers in Orange County. These services will be prioritized for OC CREW staff and providers working with youth identified as having early psychosis through CONTRACTOR'S screening and assessment protocol. Consultation services will also be provided to family members, caregivers and other important people in the life of the young person who is referred for assessment for EPS experiences.

3. CONTRACTOR shall utilize a practice-based mental health consultation model that utilizes a systematic evidence-based and trauma-informed approach to building the skills and expertise of the healthcare providers and family members. These practices can include, but are not limited to, the Modular Approach to Care for Individuals at CHR (Thompson et al., 2015). CONTRACTOR is responsible for identifying and implementing the consultation materials that are age-appropriate to be part of a “tool-box” of strategies from which healthcare providers can select.

4. Consultation services will include multi-tiered support and be available for between three (3) to six (6) months or based on the healthcare provider and/or family needs. Consultation must include up to six (6) components:

a. Initiation: Once a referral for services is received, CONTRACTOR shall determine readiness and eligibility of healthcare provider for consultation services. CONTRACTOR shall meet with the healthcare provider to initiate the consultation process and review the Participation Guidelines and Commitment packet with the healthcare provider.

b. Needs Assessment: CONTRACTOR shall establish a needs assessment battery specific to Early Psychosis Spectrum consultation services that will consist of the PRIME Screen Revised-Provider, as well as other data collection tools to determine the course and level of service needed.

c. Collaborative Action Plan: CONTRACTOR shall ensure that healthcare providers complete a Collaborative Action Plan to determine the goals and areas of focus for consultation services.

d. Plan Implementation: CONTRACTOR shall guide the Participants to implement the identified goals in the Collaborative Action Plan. CONTRACTOR shall monitor the Participants' progress toward the established goals and provide ongoing support to healthcare providers as deemed necessary.

e. Sustainability and Transition Plan: CONTRACTOR shall collaborate with the healthcare providers in the development of the Transition and Sustainability Plan for identifying the healthcare provider's strengths and areas of need, resources, strategies, and steps for continuous improvement, timeline, as well as person(s) responsible. CONTRACTOR's staff shall follow-up with Participants at three (3) and six (6) months following the completion of the Collaborative Action Plan.

f. Communities of Practice (CoP): To continually share experiences and build a trusted network of support within the provider community, CONTRACTOR shall facilitate collaborative learning groups. CoP's shall be held in-person and/or via video conference (depending on the preference of the Participants) on a monthly basis, to establish needs and gaps as determined by the Participants.

5. CONTRACTOR shall establish links to local universities to identify students in relevant applied academic programs who may benefit from training components of consultation.

6. CONTRACTOR shall provide culturally informed and linguistically appropriate Consultation services for Early Psychosis Spectrum to Orange County residents that are consistent with the current COUNTY MHSA Plan.

7. CONTRACTOR shall promote the program by establishing relationships with entities that can include, but are not limited to, child-focused organizations such as the Regional Center, hospitals, faith-based organizations, school sites and districts, community centers, behavioral health programs, YMCAs, Boys and Girls Clubs, pediatricians, community-based organizations, especially those serving monolingual ethnic communities, FRCs, and other entities that can support Consultation Services for Early Psychosis within the community. CONTRACTOR shall promote services throughout Orange County using a variety of strategies including but not limited to presentations, trainings, offering of screening and assessment services, and website promotions to educate the community about Early Psychosis Spectrum concerns, the services offered, and to promote healthy development.

8. CONTRACTOR shall promote the program by providing training on the Early Psychosis Spectrum to OC CREW staff and other community healthcare providers and organizations.

9. CONTRACTOR shall actively collaborate with OC CREW staff and other organizations that provide focused services related to first episode psychosis to ensure that the needs of the youth who cross a threshold for psychosis are addressed.

10. CONTRACTOR shall establish a Protocol for Screening for Early Psychosis Spectrum concerns among youth, with the initial focus on youth who have tested positive for COVID-19 in OC and drawing upon, where applicable, the measures and tools identified in the Early Psychosis Learning Health Care Network (EP LHCN) Innovation project. Screening questions will be embedded in a QUALTRICS survey stratified by age with questionnaires targeting age ranges based on developmental appropriateness.

11. CONTRACTOR shall define cut points for screening based on prior literature and/or recommendations from the EP LHCN Innovation Project. For those who score at or above the cut point, the comprehensive Psychosocial Early Psychosis Spectrum Assessment will be offered. Families will be contacted and provided the option to participate in the Psychosocial Early Psychosis Spectrum Assessment in person or by secure video teleconference depending on preference and pandemic - related safety guidelines of in-person facilities.

12. CONTRACTOR shall establish a detailed, comprehensive Psychosocial Early Psychosis Spectrum Assessment to follow the Screening for Early Psychosis Spectrum, when applicable. The Psychosocial Early Psychosis Spectrum Assessment will consist of evidence-based and clinically applicable assessment measures to 1) establish an understanding of strengths, challenges, and concerns, 2) determine whether criteria for CHR are met, and 3) identify applicable mental health diagnoses. The assessment battery will be customizable and can include, but is not limited to, the following measures: such as the Structured Interview for Psychosis Risk Syndromes (SIPS), the Schedule for Affective Disorders and Schizophrenia (K-SADS), Behavioral Assessment Schedule for Children-3rd edition (BASC-3), Cornblatt Global Functioning: Social & Role, the UCLA Child/Adolescent PTSD Reaction Index for DSM-5, and COVID-19 related stressors and complications, or other similar screening and assessment tools. CONTRACTOR will draw upon, where applicable, the measures and tools identified in the EP LHCN Innovation Project.

13. CONTRACTOR shall work directly with the identified client and family members to administer the Psychosocial Early Psychosis Spectrum Assessment. This process involves several hours of interviews and self-report measures.

14. CONTRACTOR shall use the information obtained from the Psychosocial Early Psychosis Spectrum Assessment to create a comprehensive written report that can

include, but is not limited to, 1) a description of family and client strengths, 2) comments on client mental status, 3) determination and justification for early psychosis spectrum status, 4) any applicable diagnoses identified through the K-SADS, 5) a clinical formulation, and 6) evidence-informed and individually tailored recommendations. The written report will be provided to family and/or current or future healthcare providers.

15. Referrals/Linkages: CONTRACTOR shall provide appropriate referrals and linkages for clinical and other direct services, if recommended, following the Psychosocial Early Psychosis Spectrum Assessment. Participants and Participant families in need of services shall be referred to other organizations within their community, as appropriate for their specific needs. CONTRACTOR shall ensure that all families in need of resources will receive appropriate referrals to community providers. CONTRACTOR staff shall follow-up with Participants and/or Participant families to confirm successful linkages for referred services. CONTRACTOR shall confirm that the Participant family has attended the first appointment to be considered a successful linkage. CONTRACTOR shall report confirmed linkages to ADMINISTRATOR on a monthly basis and upon request, as needed.

16. CONTRACTOR shall, upon consent of participating families, share the results of the Psychosocial Early Psychosis Spectrum Assessment with linked healthcare providers. Further, CONTRACTOR shall offer consultation services as described above to the family's healthcare provider.

B. UNITS OF SERVICE

1.

~~7. Exhibit A, V. Services, subparagraph C, of the Contract is deleted in its entirety and replaced with the following:~~

~~CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service. For metrics b-i, numbers are estimated based on number of youth who complete the initial screener in metric a. Thus, if the number of youth initially screened per metric a differs from current projections, the resulting numbers in metrics b-i are also subject to change:~~

	Period One	Period Two	Period Three
Childcare sites	30	100	115

~~Estimated Outputs~~

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<p><u>ECE provider staff a.</u> <u>Estimated youth and families provided with initial screener as a result of HCA and provider outreach</u></p>	<p><u>75</u> <u>10,000</u> <u>Estimated</u></p>	<p><u>250</u></p>	<p><u>300</u></p>
<p><u>Anticipated Outputs</u></p>		<p><u>Currently Estimated #s</u></p>	
<p><u>b. Youth screened</u></p>	<p><u>Number of students 3% of youth responding to initial screener (a)</u></p>	<p><u>400</u> <u>30</u> <u>0</u></p>	<p><u>2,500</u> <u>3,000</u></p>
<p><u>c. Youth with general mental health concerns identified</u></p>	<p><u>25% of youth screened in (b)</u></p>	<p><u>75</u></p>	
<p><u>d. Referrals to Community Behavioral Health Services</u></p>	<p><u>100% of youth identified with general mental health concerns (c)</u></p>	<p><u>75</u></p>	
<p><u>e. Youth with positive psychosis risk screens identified</u></p>	<p><u>18% of all screened youth (b)</u></p>	<p><u>55</u></p>	
<p><u>f. Psychosis risk assessments completed with youth</u></p>	<p><u>82% of total positive risk screens (e)</u></p>	<p><u>45</u></p>	
<p><u>g. Assessment Reports w/ Care Plan Recommendations</u></p>	<p><u>96% of risk assessments initiated (f)</u></p>	<p><u>43</u></p>	
<p><u>h. Youth identified as meeting criteria for an Early Psychosis Spectrum disorder</u></p>	<p><u>40% of youth with initiated assessments (f)</u></p>	<p><u>18</u></p>	
<p><u>i. Referrals for youth who have an Early Psychosis</u></p>	<p><u>100% of youth identified as meeting criteria for an Early Psychosis Spectrum disorder (h)</u></p>	<p><u>18</u></p>	

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<u>Spectrum disorder</u>		
<u>i. Confirmed healthcare linkages</u>	<u>100% of youth who have an Early Psychosis Spectrum disorder and are referred (i).</u>	<u>18</u>
<u>k. Consultations provided to healthcare providers</u>		<u>45</u>
<u>l. Consultation provided to families</u>		<u>37</u>
<u>m. Outreach and training sessions with community healthcare providers</u>		<u>14</u>
<u>n. Outreach and training sessions with other community organizations</u>		<u>7</u>

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~~8. Exhibit A, V. Services, subparagraph D.3., of the Contract is deleted in its entirety and replaced with the following:~~

~~“3. CONTRACTOR shall complete all surveys, tools, and pre/post tests for measurement of outcomes of services, as requested by ADMINISTRATOR. CONTRACTOR shall measure and report on the outcomes of services in accordance with the following:~~

- ~~a. On average, Participants will demonstrate a significant skill increase in management of challenging behaviors in young children and importance of their social-emotional development.~~
- ~~b. On average, ECE providers will report fewer children who engage in ongoing, persistent challenging behaviors.~~
- ~~c. On average, Target children will demonstrate an increase in pro-social behaviors, a decrease in challenging behaviors, and greater engagement in tasks/activities.”~~

C. OUTCOME MEASURES

1. CONTRACTOR shall track and implement ADMINISTRATOR approved output and outcome measures. The primary deliverable will be the number of screenings implemented, assessments conducted, consultations offered, and the results of these consultations. The following outcome measures will be reported upon:

a. Number of screens implemented

b. Number of youth who screen positive for Early Psychosis Spectrum concerns

c. Number of comprehensive evaluations conducted

d. Number of youth who meet diagnostic criteria for an Early Psychosis Spectrum disorder

e. Number of reports written

f. Number of consultations provided to healthcare providers

g. Number of consultations provided to families

h. Number of hours providing consultations

i. Number of referrals made

j. Number of linkages confirmed

k. Number of consultations provided to healthcare providers

l. Number of consultations provided to families

m. Number of outreach and training sessions provided to community healthcare providers

The duration of consultations may vary widely so reporting on consultations will provide the number of hours spent in addition to the number of consultations offered.

2. CONTRACTOR shall measure satisfaction of assessment and consultation services through satisfaction surveys.

3. CONTRACTOR shall provide COUNTY with monthly data reports, or as needed upon request of ADMINISTRATOR.

4. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different and/or additional outcome measurements, as approved by ADMINISTRATOR.

5. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format approved by ADMINISTRATOR.

6. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant's level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization. CONTRACTOR shall provide COUNTY with monthly data reports or as needed upon request.

7. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race; ethnicity; primary language; gender identity; sexual orientation; and others.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Consultation Services for Early Psychosis Spectrum of this Exhibit A to the Agreement.”

8. Exhibit A, VIII. Staffing for Consultation Services for Early Psychosis Spectrum is added to the Contract as follows:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

<u>PROGRAM</u>	<u>FTEs</u>
<u>Program Director</u>	<u>1.00</u>
<u>Lead Assessment Specialist</u>	<u>1.00</u>
<u>Assessment Specialist</u>	<u>2.00</u>
<u>Outreach & Referral Specialist</u>	<u>1.00</u>
<u>Consultation Specialist</u>	<u>1.00</u>
<u>Peer/Family Specialist</u>	<u>0.50</u>
<u>Administrative Support</u>	<u>1.00</u>
<u>Clinical Trainee</u>	<u>1.00</u>
<u>Training & Content Specialist</u>	<u>1.00</u>
<u>TOTAL FTEs</u>	<u>9.50</u>

B. CONTRACTOR shall make best effort to include multilingual/multicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, multilingual/multicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when multilingual and multicultural composition of the staffing does not meet the above requirement must be filled with multilingual and multicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-multilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

C. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice standards or as specified by ADMINISTRATOR.

E. CONTRACTOR shall maintain personnel files for each staff member, both administrative and programmatic, both direct and indirect, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of multicultural/multilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

F. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e., office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The P&Ps shall address at the minimum the following:

1. Eligibility and selection criteria;

2. Staff's field/home on-duty conduct and responsibilities;

3. Supervision plan of staff and equipment including emergency procedure; and

4. Confidentiality and records keeping.

G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification shall include at a minimum the following information: employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

H. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes: including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

I. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

J. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

K. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.

L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Participants without obtaining prior written authorization from ADMINISTRATOR.

M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing for Consultation Services for Early Psychosis Spectrum Paragraph of this Exhibit A to the Agreement.”

This Amendment No. 34 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 34 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 34 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 34 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~34~~. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CHARITABLE VENTURES OF ORANGE COUNTY

_____	_____
Print Name	Title
_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date

**Orange County Center of Excellence for the Early Psychosis Spectrum
CONCEPT PAPER**

Mission Statement: In partnership with families, clients, and other community stakeholders, the Center of Excellence for the Early Psychosis Spectrum will establish a state-of-the-art, inclusive, county-wide center that offers outreach, consultation and training, assessment, intervention, and research towards the prevention of, and care for, concerns related to early psychosis spectrum disorders for youth and young adults of Orange County (OC), serving as a model for the nation and world.

Statement of Need: Experiences of psychosis exist on a spectrum of severity, ranging from the “clinical high-risk” state for psychosis (CHR) to a fully diagnosable psychotic disorder (e.g., schizophrenia). CHR status is associated with an array of mental and behavioral health challenges (e.g., attenuated psychosis symptoms, depression, anxiety, impaired social and role functioning, trauma) and an increased risk for the development of a full threshold psychotic disorder, such as schizophrenia. Roughly 1-2% of people meet lifetime criteria for a full psychotic illness, and 2-3% of people meet criteria for CHR. Youth and young adults in OC are often exposed to environmental risk factors for psychosis (e.g., poverty, violence, substance use, homelessness), increasing their likelihood for CHR symptoms and poor outcomes more broadly. OC community members are also affected by prominent substance-use problems and high rates of comorbid mental health concerns (e.g., depression, anxiety), exacerbating psychosis spectrum symptoms. For individuals who develop psychosis, the longer the elapsed time between when psychosis emerges and when effective treatment is initiated, the worse the expected outcomes. Having continuity of care from early identification of risk and appropriate preventative intervention in the CHR state, to specialty care for those who are in the first episode of psychosis, increases the chances for recovery, including living a life of one's choosing in the community. Despite substantial need and risk, individuals with risk symptoms and early psychosis experiences often go undetected and untreated.

The Center will identify and serve youth and young adults (ages 7-25) at risk for psychosis, as well as collaborate with existing First Episode Psychosis (FEP) specialty care to identify and serve people who have crossed the risk threshold, to provide high-quality, evidence-based preventative/early intervention to fundamentally improve functional trajectories and quality of life in people and families affected by early psychosis.

Impact of COVID-19 on People with Psychosis Spectrum Concerns: People in the early psychosis spectrum are particularly vulnerable during periods of crisis and social change, conditions heightened by the COVID-19 pandemic. The negative psychological effects of quarantine are well-documented (e.g., post-traumatic stress symptoms, confusion, anger; Gardner & Mollaef, 2015) and data on the specific mental health impact of COVID-19 are emerging (e.g., decreased life satisfaction, increased psychological distress, worsened physical health conditions; Brooks et al., 2020). Given the vulnerability to stress felt acutely among individuals on the psychosis spectrum (Fusar-Poli et al., 2017), and the role of social isolation in psychosis-related concerns, clinical and social issues may be exacerbated by the stress and isolation associated with COVID-19 (Anglin et al, 2020). In response to these needs, a team of clinical researchers from the University of Maryland who specialize in CHR developed specific, evidence-based standards of care for individuals in the early psychosis spectrum during the

COVID-19 pandemic (DeLuca et al., 2020). Moreover, some researchers have suggested that COVID-19 infection may increase the rates of psychotic disorders (Brown et al., 2020), consistent with longstanding evidence that viral infections, particularly during childhood, may increase the risk of developing a psychotic disorder (Dalman et al., 2008; Khandaker et al., 2012). Proposed mechanistic pathways between coronaviruses and psychosis including inflammation, corticosteroid use, social isolation, and prolonged stress (Chacko et al., 2020; Lee et al., 2004; Rentero et al., 2021). Regardless of the mechanisms behind associations between COVID-19 and psychosis spectrum experiences, *there is a critical need for early identification and intervention of psychosis spectrum disorders that will likely have long-lasting societal impacts towards stemming the mental health pandemic that will outlive the physical health pandemic that set it in motion.*

Vision Statement: Spanning across the continuum from risk to first episode of psychosis, the Center will partner with existing specialty care, families, clients, and other community stakeholders to establish a state-of-the-art, inclusive, county-wide Center of Excellence that offers outreach, consultation and training, assessment, intervention, and research towards the prevention of concerns related to psychosis for youth and young adults throughout OC, serving as a model for the nation and beyond.

This Center of Excellence will introduce specialty CHR services to OC, while helping to collaboratively strengthen existing evidence-based FEP services. Additionally, special emphasis will be focused on addressing complications related to the intersection of psychosis spectrum disorders and the COVID-19 pandemic.

The Center will establish standards of outreach, assessment, care and education that are distilled from other demonstrably effective CHR programs, creating a series of modules and techniques that are matched to individual client and contextual needs (Thompson et al., 2015). Core components of the Center will include culturally sensitive and state-of-the-art assessment, psychoeducation, community outreach, cognitive behavioral therapy (CBT) for CHR and related concerns, supported education and employment, substance use treatment, crisis prevention/de-escalation, pharmacotherapy, and seamless integration of specialty FEP care. The Center will implement these services while simultaneously training the next generation of mental health leaders through collaboration with local universities and graduate/medical schools.

Importantly, the Center will employ documented strategies (DeLuca et al., 2020) that address the unique needs brought to bear on the CHR and FEP populations as a result of the COVID-19 pandemic. Potential clients and their families will be identified through outreach and education efforts, growing connections between Center staff and mental health care providers in Orange County, and through specific COVID-19 outreach mechanisms. Clients will then be screened for early psychosis spectrum experiences; assessed thoroughly if screening is positive; and offered specialized, individualized, culturally responsive, and pandemic-informed care.

Through a consumer and culturally informed approach, goals of the Center include:

Goal 1. COMMUNITY ENGAGEMENT and NEEDS ASSESSMENTS: Partner with local stakeholders to learn the needs of the community related to the treatment and prevention of psychosis spectrum disorders in OC.

Related activities include but are not limited to:

- Partner with community stakeholders/organizations to solicit feedback regarding the provision of locally and culturally responsive services to treat CHR and FEP
- Assemble an advisory board of people with lived experience of CHR and FEP, family members, professionals, and/or other impacted community stakeholders to provide ongoing counsel through bi-annual board meetings
- Conduct collaborative program evaluation with current early psychosis services to identify areas of strength and growth

Goal 2. TRAINING AND OUTREACH: Establish a training and outreach infrastructure for CHR and FEP clinicians and stakeholders using current best practices for the identification and intervention for psychosis spectrum experiences.

Related activities include but are not limited to:

- Offer periodic trainings with continuing education credits for community stakeholders (e.g., providers, family members, advocates) on the identification and treatment of people at CHR, including diversity best-practices
- Offer mentorship and interdisciplinary clinical opportunities for mental health trainees across local universities and disciplines, including clinical psychology doctoral students, postdoctoral fellows, psychiatry residents/fellows, and social work students
- Establish a “train the trainer” model to build a self-sustaining infrastructure of CHR and FEP specialty providers
- Offer periodic specialty evidence-based trainings in identified growth areas to continue building unique expertise of existing FEP clinicians

Goal 3. CLINICAL SERVICES: In collaboration with existing county resources serving those in their first episode of psychosis, provide an arm of evidence-based clinical services for people at CHR.

Related activities include but are not limited to:

- Establish and implement a Protocol for Screening for Early Psychosis Spectrum concerns among youth with the initial focus on those who have tested positive for COVID-19
- Establish a detailed, comprehensive Psychosocial Early Psychosis Spectrum Assessment to follow the Screening for Early Psychosis Spectrum when applicable
- Offer comprehensive psychosocial diagnostic interviews
- Complement, as needed, existing diagnostic evaluations for people experiencing FEP
- Offer consultation services and collaborative treatment planning for mental health treatment teams for clients at CHR or in FEP
- Provide research-informed stepped intervention services for therapy clients including, but not limited to, client/family psychoeducation, safety planning, substance use treatment, cognitive-behavioral therapy for CHR, supported education/employment, and pharmacotherapy, as needed

- Provide additional collaborative training in any relevant intervention areas identified for existing FEP services
- Provide referrals and linkages to appropriate services
- Implement a stepped safety and crisis planning module with all therapy clients to reduce use of inpatient services and to execute higher-tier safety protocols efficiently, if needed (e.g., link with 24/7 emergency services)

Goal 4. RESEARCH: Create new knowledge in partnership with clients and future MH leaders.

Related activities include but are not limited to:

- Create and share empirical research related to CHR and FEP, including topics of psychosocial contributions to risk, health care disparities, psychosis in marginalized groups, and links between COVID-19 and CHR
- Provide opportunities for all clients at CHR and in FEP to participate in research that may ultimately lead to better identification and intervention strategies in psychosis risk
- Provide high-quality research training and career development opportunities to graduate level trainees (e.g., clinical psychology, psychiatry, social work) in the field of psychosis risk and early stages of psychosis

Supplemental Goal. COVID-19 RESPONSIVITY: Because services will begin while COVID-19 is still transmitting within the county, develop assessment and intervention strategies tailored to the needs created by the COVID-19 pandemic.

Related activities include but are not limited to:

- Screen people with prior COVID infections for risk and referral to services
- Enhance existing infrastructure to create a sustainable telehealth and hybrid model that is responsive to differing levels of familiarity with and access to technology resources
- Welcome varying levels of English language proficiency through translation services & multilingual clinicians
- Consider/adapt to how psychosis spectrum symptoms (e.g., paranoia, delusions) might interfere with telehealth
- Tailor telehealth crisis/safety strategies to the unique needs of the CHR/FEP populations
- Devise strategies to effectively manage clients who develop psychosis and require face-to-face services
- Partner with existing specialty services for those experiencing FEP to create seamless, “one-stop-shop” continuity of care for those initially identified as at-risk whose symptoms progress

Based on community and provider feedback, as well as consumer and family preferences identified during the first year, Center activities conducted as part of each of the above goals will be adjusted to be responsive to local needs while incorporating evidence-supported practices.

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County Executive Office

Memorandum

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CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

September 28, 2021

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.29 08:04:10
+0700

S14C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the October 5, 2021, Board Hearing.

Agency: County Executive Office
Subject: Approval of Westminster Community Customer Service Center Lease
Districts: 1

Reason for supplemental: The County Executive Office is requesting this Supplemental item be placed on the October 5, 2021, Board agenda so that the lease agreement with the Manh Family Trust can commence following completion of tenant improvement. This lease agreement is necessary for the expansion of a multi-agency Community Customer Service Center to improve access and availability to County services. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

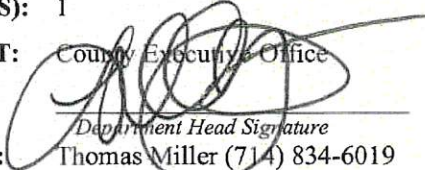
Concur:

Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

MEETING DATE: 10/05/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 1
SUBMITTING AGENCY/DEPARTMENT: County Executive's Office
DEPARTMENT HEAD REVIEW: 
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Thomas Miller (714) 834-6019
Debra J. Baetz (714) 541-7773

RECEIVED
2021 SEP 29 AM 11:45
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Approval of Westminster Community Customer Service Center Lease

CEO CONCUR



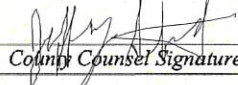
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.09.29 08:03:46 -0700

CEO Signature

COUNTY COUNSEL REVIEW

approved agreement to form

Action



County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years No

Prior Board Action: 06/06/2017 #56, 11/25/2008 #14, 9/11/2007 #27

RECOMMENDED ACTION(S)

1. Find the project is categorically exempt from CEQA, Class 1 (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.
2. Approve and authorize the Chief Real Estate Officer or designee to execute the lease agreement with Charles H. Manh and Anh Manh, Co-Trustees of the Manh Family Trust, for approximately 7,641 rentable square feet of office space located at 15496 Magnolia Street, Westminster, for multi-agency use, in substantially the form attached with minor amendments that do not increase the liability or costs to the County, for a term of 120 months, beginning the first day of the first full calendar month following the completion of tenant improvements, with one five-year option to extend.
3. Authorize the Chief Real Estate Officer or designee to execute subsequent documents, option terms and amendments that make non-monetary and/or monetary changes that do not increase County costs by more than \$75,000 per year, as approved by County Counsel.

SUMMARY:

Approval and execution of the lease agreement with Charles H. Manh and Anh Manh, Co-Trustees of the Manh Family Trust, will provide approximately 7,641 rentable square feet of office space located at 15496 Magnolia Street, Westminster necessary for the expansion of a multi-agency Community Customer Service Center to improve access and availability to County services.

BACKGROUND INFORMATION:

Lease at 15460 Magnolia St., Westminster, CA

On September 11, 2007, the Board of Supervisors (Board) approved a one-year lease agreement with Charles H. Manh and Anh Manh, Co-Trustees of the Manh Family Trust (Lessor) for 2,080 rentable square feet (RSF) of office space located at 15460 Magnolia Street, Westminster, California, (Building) for a County Community Service Center (CCSC) for the Social Services Agency (SSA), Health Care Agency (HCA), Clerk-Recorder and OC Community Resources (OCCR) to provide access to County services for residents in this community.

On November 25, 2008, the Board approved a First Amendment to the lease extending the lease term through September 30, 2012. The First Amendment included an Option to Extend the term of the lease for one five-year extension, which was exercised timely and a Second Amendment extended the lease term to September 30, 2017.

On June 6, 2017, the Board approved the Third Amendment to the lease extending the lease term through June 30, 2021. The CCSC lease has since terminated and the services that were provided at that location will be performed at the new location of 15496 Magnolia Street under the proposed new lease.

Building Lease

Due to the success of and community response to the outreach and referral services provided by County staff at the CCSC, a second County Community Service Center (Annex) was opened in a separate space in the same commercial property. On July 1, 2016, a one-year lease agreement with the Lessor for the 2,120 RSF Building was executed by the County Chief Real Estate Officer. The First Amendment to the Building lease was approved by the Board on June 6, 2017, extending the lease term for an additional four years expiring June 30, 2021.

Proposed Lease

The proposed new Building lease at with increased square footage will provide expanded outreach and referral services by the Social Services Agency, Health Care Agency, OC Community Resources and CalOptima. CalOptima licenses a portion of the space to provide health insurance services and reimburses the County a prorated share of the lease rent. The new lease is for approximately 7,641 RSF on two floors of the Building (approximately 2,181 RSF within suite 111 and approximately 5,460 RSF on the second floor of the Building) with a term of 10 years with one 5-year option to extend the lease at the then fair market value. The lease includes an improvement allowance of \$350,000 with which the Lessor will complete agreed upon tenant improvements prior to the commencement of the lease term.

CCSC Programming

The County opened the CCSC in 2007 with SSA. Since then, it has grown to encompass services from HCA/Behavioral Health Services (BHS) and OCCR. Additionally, in 2016, with the addition of the CCSC Annex, CalOptima began providing health and wellness classes and customer service.

The average amount of foot and phone traffic at the CCSC prior to COVID-19 was almost 2,900 inquiries per month; currently, even with COVID-19, the CCSC continues to experience an average of 1,500 inquiries per month. While a significant number of the inquiries are related to County services, other inquiries are not related to County services. This trend, along with the challenges faced by socially diverse communities during COVID-19, indicated a need to evaluate the current CCSC model and expand services.

To accommodate the community's needs, the CCSC will have a number of notable programming changes, including the addition of the CCSC Navigation Team (Navigation Team). The Navigation Team will triage and connect clients to government services of all levels, not just County services. It will also actively cultivate and maintain contacts at government and community-based organizations and conduct outreach about the services available at the CCSC. Finally, the Navigation Team will also manage the publicly accessible computer stations and maintain the calendar for the main conference room at the CCSC.

The addition of the Navigation Team will be advantageous and beneficial to the community and will centralize all currently existing services into one building. SSA will continue its operations at the CCSC with linking clients to CalFresh, Medi-Cal and other benefits. OCCR, in addition to managing the Navigation Team, will continue to provide staff from Veterans Services and Office on Aging. HCA/BHS will also continue to have a Mental Health Specialist located at the CCSC to link clients to services and answer any questions related to mental health services. CalOptima will continue its presence at the CCSC with options to increase customer service representatives at the site. There is also discussion between the departments and CalOptima to identify local non-profits and/or service providers who may benefit from having part-time presence at the CCSC. Essentially, the CCSC will operate under the "No Wrong Door" customer service principle and work to ensure that the CCSC becomes a reliable portal to government services in the community.

FINANCIAL IMPACT:

Appropriations for this Proposed Lease will be absorbed in SSA's Budget Control 063 FY 2021-22 Budget and will be included in the budgeting process for future years. SSA's share of cost will be funded federal 33 percent, state 65 percent and County funds 2 percent. Other occupants of the building, including OCCR Budget Control 012, HCA Budget Control 042 and CalOptima, will be billed share of cost based on usage. Three percent annual increases are included.

FY 2021-22	\$237,784
FY 2022-23	\$367,368
FY 2023-24	\$378,384
FY 2024-25	\$389,724
FY 2025-26	\$401,412
FY 2026-27	\$413,460
FY 2027-28	\$425,868
FY 2028-29	\$438,636
FY 2029-30	\$446,244
FY 2030-31	\$459,631

FY2031-32 \$152,748

\$4,111,258

MONTHLY RENT

Year 1	\$29,723
Year 2	\$30,614
Year 3	\$31,532
Year 4	\$32,477
Year 5	\$33,451
Year 6	\$34,455
Year 7	\$35,489
Year 8	\$36,553
Year 9	\$37,187
Year 10	\$38,302

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Proposed Lease at 15496 Magnolia Street



CEO/ALS/SSA-021-008
 SSA West Annex Community Customer Service Center
 15496 Magnolia Ave.
 Westminster, CA 92683

LEASE

THIS IS A LEASE AGREEMENT (hereinafter referred to as “**Lease**”) made _____ 2021, (“**Effective Date**”), by and between CHARLES H. MANH and ANH MANH, Co-Trustees of the MANH FAMILY TRUST, under declaration of trust dated August 15, 2006, (hereinafter referred to as “**Lessor**”), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Tenant**”) without regard to number and gender. The Lessor and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

1. DEFINITIONS (1.0 SA)

The following words in this Lease shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Building**” means the building commonly known as 15496 Magnolia Avenue, Westminster, California, constituting a portion of the Premises.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to Lessor, such other entity as shall be designated by the County Executive Officer.

“**County Counsel**” means County Counsel County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the Board of Supervisors.

“**Social Services Agency or SSA**” means the Social Services Agency, County of Orange, or designee, or upon written notice to Licensee, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**SSA Director**” means the Director of Social Services Agency, County of Orange, or designee, or upon written notice to Licensor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**SSA/Facilities Services Manager**” means the Manager, Social Services Agency/Facilities Services, County of Orange, or designee, or upon written notice to Licensor, such other person or entity as shall be designated by the Director of the Social Services Agency.

2. PREMISES (1.1 SA)

Lessor leases to County that certain property described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 2,181 rentable square feet (“**RSF**”) within suite 111 and approximately 5,460 RSF on the second floor of the building for a total of approximately 7,641 RSF located at 15496 Magnolia Ave, Westminster, California (collectively, the “**Premises**”), together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

3. USE (1.2 SA)

County shall use the Premises for general office purposes, which shall provide services to the surrounding community, or any other lawful purpose. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County shall have the right to use, without additional charge, thirty-three (33) non-exclusive parking spaces and three (3) reserved parking spaces for a total of thirty-six (36) parking spaces on the Premises as shown on Exhibit B. County’s use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing.

In addition to said parking spaces, Lessor shall also provide parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERMINATION OF PRIOR AGREEMENTS (1.4 AALC-N)

It is mutually agreed that this Lease shall terminate and supersede any prior agreement between the Parties hereto covering all or any portion of the Premises including that certain lease dated July 1, 2016 and amended on June 6, 2017, EXCEPT for those terms relating to continuing obligations for events during the terms of that prior agreement between the Parties hereto, including but not limited to indemnification, and that all personal property and/or equipment (e.g., fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the Premises by County pursuant to the terms of any prior agreement between the Parties hereto shall remain the personal property of County, who shall have the right to remove same.

6. TERM (1.5 SA)

The Term of this Lease shall be ten (10) years (“**Term**”), commencing the first day of the first full calendar month following the completion by Lessor of the Work set out in Clause 13 (CONSTRUCTION) below (“**Commencement Date**”).

Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other.

7. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current County Default under this Lease (as further defined in Clause 24 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “**Option**”) of this Lease for one (1) five (5) year period (the “**Extension Term**”) exercised by the Chief Real Estate Officer and memorialized in an amendment executed by the Chief Real Estate Officer, on behalf of the County, and Lessor. The Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option. The Option shall be personal to County and shall not be exercised by any assignee or sublessee of County. “Term” as used in this Lease shall mean the initial Term and the Extension Term if the Option is duly exercised. If the County exercises the Options to extend, during the Extension Term County shall have the option to terminate the Lease upon one hundred and eighty (180) days prior written notice.

A. **Mutual Agreement.** Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the Extension Term within such thirty (30) days, the provisions of the Appraisal section below shall apply.

B. **Factors for Determining Fair Market Rental Value.** The “**Fair Market Rental Value**” of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms’ length. Appropriate consideration shall be given to: (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of County; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by County; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.

C. **Appraisal.** If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the “**Three Broker Method**”): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a “Broker” (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers’ determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value. If County is not in agreement with the Fair Market Rental Value at the completion of the appraisal process, the County may rescind its option to extend by notifying Lessor within thirty (30) days of the completion of the appraisal process. Should County choose to cancel its option to extend, County may remain in the Premises for one (1) year under the same terms and conditions, including rental rate, of this Lease.

D. **Broker.** For the purpose of this Clause 7, “**Broker**” shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

8. *Intentionally Deleted*

9. RENT (1.8 SA)

County agrees to pay to Lessor as rent for the Premises the sum of twenty-nine thousand seven hundred and twenty-three and 0/100 dollars (\$29,723.00) per month commencing on Commencement Date and adjusted annually pursuant to the Rent Adjustment in Clause 10 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any amounts hereunder Lessor (or Lessor’s designee) shall submit to County’s SSA/Facilities Services Manager, in a form acceptable to said SSA/Facilities Services Manager, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

- A. The first day of the month following the month earned; or
- B. Receipt of Lessor’s written claim by the SSA/Facilities Services Manager.

Should County occupy the Premises before the Commencement Date, Lessor shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the Lease Term based

upon the monthly installment above. Said Rent shall be included in the rent claim submitted by Lessor for the first full month of the Lease Term and shall be paid by County at the time of payment for said month.

County shall pay Additional Rent in accordance with this Clause. “**Additional Rent**” consists of additional utility charges under the Clause 16 (UTILITIES) of this Lease.

10. RENT ADJUSTMENT (N)

The monthly rent payable by County for the Premises (“**Rent**”) shall be adjusted every year on the anniversary of the Commencement Date (each such date on which such an adjustment takes effect is referred to as an “**Adjustment Date**”). On each Adjustment Date, the Rent in effect during the Lease year immediately preceding such Adjustment Date shall be increased by an amount proportionate to the percentage increase, if any, in the CPI Index (as defined below) during the year period before the third (3rd) month prior to the Adjustment Date. Lessor shall notify County in writing of the increased Rent thirty (30) days prior to the applicable Adjustment Date (or following such later date on which the necessary CPI Index figures have been published), and shall set forth in such notice the basis for the amount of the increased Rent. County shall be responsible for paying the increased Rent effective from and after such Adjustment Date and in the event that such notice is delivered after the Adjustment Date, then County’s Rent shall increase in the next calendar month after such notice is received, and County shall pay in arrears the difference in the Rent amounts from the Adjustment Date. The failure of Lessor to deliver timely notice of any adjustment to Rent under this Clause shall not constitute a waiver by Lessor of its rights under this Clause nor limit the effectiveness of any notice later given.

“**CPI Index**” means the CPI Index for All Urban Consumers, All Items (1982-84=100) for Los Angeles-Anaheim-Riverside, as published by the United States Department of Labor, Bureau of Labor Statistics. If the base year is changed, the CPI Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If, for any reason, there is a major change in the method of calculation or formulation of the CPI Index, or the CPI Index is no longer published, then County and Tenant shall mutually select such other commodity index that produces substantially the same result as would be obtained if the CPI Index had not been discontinued or revised.

11. CONSTRUCTION (2.2 SA)

A. **Improvement Allowance.** Lessor hereby agrees to complete, at Lessor’s expense, in an amount not to exceed three hundred and fifty thousand and 0/100 dollars (\$350,000.00) (“**Improvement Allowance**”), the alterations, repairs, and other work (the “**Work**”) in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C. Exhibit C may be revised by the County after Effective Date upon written notice by the County to Lessor. The Improvement Allowance may also be used towards any other Lease related expense, improvement or otherwise, including, but not limited to, soft costs such as cabling, move related costs and furniture, fixtures and equipment (“**FF&E**”) as determined by the SSA/Facilities Services Manager. Furthermore, after Lessor completes the Work and the cost thereof is deducted from the Improvement Allowance, any remaining balance may be used by County as a Rent credit. In the event that the Improvement Allowance does not full fund the Work, upon mutual agreement of the Lessor and County, Lessor shall complete the Work and invoice the County for the different between the Improvement Allowance and the total cost of the Work in an amount agreed to by the Parties. Lessor shall use commercially reasonable efforts to Substantially Complete the Work in material accordance with Schedule 1 to Exhibit C.

Lessor shall provide the Premises to the County in turn-key condition consistent with the Work described in Exhibit C. Lessor agrees to complete said Work at Lessor’s expense, not to exceed the Improvement

Allowance, and County shall reimburse Lessor for the cost of the Work that exceeds the Improvement Allowance within thirty (30) days following Lessor's delivery to County of an invoice therefor.

B. Completion Schedule. Lessor hereby agrees to complete, at Lessor's expense, the alterations, repairs, and other work (the "**Work**") in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C. Lessor agrees to have the Premises substantially completed, within One hundred eighty (180) days of the Effective Date (the "**Scheduled Delivery Date**"). As used in this Lease, "**Substantial Completion**" or "**Substantially Completed**" means that the Work shall have been completed in accordance with the provisions of this Lease, Exhibit C, and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any "punch list" items, if any. Upon Substantial Completion, Lessor shall send County a "**Work Acceptance Letter**," attached hereto as Exhibit E. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's sole and reasonable discretion. The "**Final Completion Date**" means Lessor's completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Completion Date has occurred will be made in County's sole and reasonable discretion.

C. County Remedies. If the Final Completion Date (as defined in Clause 11 (B)) fails to occur on or prior to the Scheduled Delivery Date, other than as a result of an event of Force Majeure (as defined in Clause 44 (FORCE MAJEURE)), or a delay caused by County, Lessor shall be obligated to pay a penalty to County of two hundred and fifty dollars and 0/100 (\$250.00) per day for the period from the Scheduled Delivery Date through the day prior to the Final Completion Date as liquidated damages. The Parties agree that this amount is a reasonable and fair assessment of the County's damages in such a situation. Notwithstanding the foregoing, in the event that Lessor's performance of the Work causes a material disruption in the ability of County to use the Premises for its intended purposes including failing to maintain a safe place of employment or any circumstances which require the County to vacate any substantial portion of the Premises, County shall be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 24 (DEFAULTS AND REMEDIES)).

D. Approvals. All planning and architectural/design costs required to accomplish the Work shall be Lessor's responsibility and shall be approved by SSA/Facilities Services Manager. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the SSA/Facilities Services Manager shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

E. Punch List. Upon Substantial Completion (as defined above) of the Work, Lessor shall request the SSA/Facilities Services Manager approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the SSA/Facilities Services Manager (the Work Acceptance Letter), and may be subject to completion of items on a "punch list," which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's sole and reasonable discretion.

In the event County's approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within thirty days (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within thirty days (30) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of one hundred dollars (\$100) per day for the period from the Scheduled Delivery Date through the Final Completion Date or County shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any Rent payable.

F. **Project Management Oversight.** County may, at County's option, select a project manager or construction manager, at County's sole discretion, cost and expense, to assist in County's oversight of the Work (the "**Project Manager**"). The Project Manager will represent the County's best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 11 (D) above.

G. **County Alterations to Work.** Although the Premises will be delivered to County on a "turnkey" basis, the Parties agree that should County make alterations or revisions to the Work, ("**County Alterations**") and such County Alterations cause the cost of the Work to decrease, County will be entitled to a credit toward additional tenant improvements either concurrently with the Work, or as a credit toward future work which County may request of Lessor throughout the Lease Term. County will reimburse Lessor for the cost of any County Alterations that cause the cost of the Work to increase in accordance with Clause 13 (COUNTY-REQUESTED ALTERATIONS).

H. **Performance of Work.** Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 *et seq.*, if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor's bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 25 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq.*, and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

I. **Force Majeure Delay.** The occurrence of an event of Force Majeure (as defined in Clause 44 (FORCE MAJEURE)) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

12. ALTERATIONS (2.5 SA)

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed

upon the Premises by County shall be considered as personal property of County, as defined below in Clause 28 (COUNTY PROPERTY), who shall have the right, but not the obligation, to remove same. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

13. COUNTY-REQUESTED ALTERATIONS (2.6 SA)

County through SSA/Facilities Services Manager, may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request Lessor to complete Additional Services to the Premises. “**Additional Services**” are defined as any services requested by County that are in addition to and outside the scope of the Services completed by Lessor as such are defined below. All plans and working drawings for the improvements and changes, as well as the final work, shall have the written approval of SSA/Facilities Services Manager. All such improvements and changes and any Additional Services requested by County shall be made by Lessor, at Lessor’s sole cost, and reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

County shall have the right to audit said claim and require additional supporting documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Once Lessor’s claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any improvement being constructed by, or under the direction of Lessor, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 *et seq.*, and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 25 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for improvements, Lessor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq.*, and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements. County’s approval of the bid shall be limited to the dollar value only, to ensure it is within County’s budget.

14. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 SA)

Lessor agrees that County may install, at County’s sole cost and expense, telecommunication devices in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 12 (ALTERATIONS), shall be applicable to such work. It shall be County’s responsibility to obtain all governmental permits and/or approvals required for such installation; however, Lessor shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Additionally, County or County’s subcontractor has the right to enter the Premises and/or Building to maintain, repair or replace the County telecommunications network consistent with said contract between County and service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County. When the Lease is terminated, County reserves all rights to remove, in its discretion, any such telecommunication improvements from the Premises and/or Building.

15. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 N)

- A. **Lessor Services.** Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning (“**HVAC**”) system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital, as well as janitorial services for the common areas of the Building and restrooms within the common areas (the “**Services**”). Upon request, Lessor shall provide County with a complete copy and any contracts for Services of an ongoing nature. Any repairs or replacements performed by Lessor must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 15. Should Lessor default in its obligations under this clause, the County may exercise those remedies set forth in Clause 15(B) below.
- B. **County Remedies.** If Lessor fails to provide the Services within twenty one (21) calendar days after SSA/Facilities Services Manager provides written notice thereof to Lessor specifying any such default and affording Lessor such twenty one (21) calendar day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, Lessor shall be afforded an additional reasonable amount of time to complete the cure, as long as Lessor commences the cure within such time period and diligently pursues same to completion, without limiting any available remedy to County (including, but not limited to, County Remedies as defined in Clause 24 (DEFAULTS AND REMEDIES)), County may (upon written notice to Lessor and Lessor’s lender, to the extent contact information for such lender has been provided in writing to County), and, at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus an administrative charge of ten percent (10%) of the cost from any Rent payable without further notice; or in the event that Lessor fails to provide required Services to the Premises sixty (60) days after the 21-day written notice, above, to Lessor, Lessor shall be obligated to pay a penalty to County of one hundred dollars (\$100.00) per day until such Services are provided by Lessor.
- C. **Warranties.** Lessor shall initiate at purchase, and keep in force, all manufacturers’ warranties including extended warranties for all building equipment. When manufacturers’ warranties for the HVAC, roof and elevator expire, Lessor will contract with an industry standard maintenance company (“**Vendor**”) that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and immediately authorize said Vendor to perform any and all recommended maintenance to the equipment and roof upon receipt of any inspection report. Lessor shall authorize Vendor(s) to provide County with copies of said report(s) upon County request. Should Lessor fail to comply with the provisions of this clause, County may exercise those remedies set forth in Clause 15(B) above.

In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 (“**Regulation 5142**”), and as it may be subsequently amended, Lessor shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and Lessor shall retain such records for at least five (5) years. Lessor shall make all HVAC records required

by this section available to County for examination and copying, within forty-eight (48) hours of a written request. Lessor acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of Lessor's failure to provide said records to County in a timely manner and as set forth herein, Lessor shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the fine and/or penalty from any Rent payable without further notice.

- D. **HVAC System.** Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 72° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 15(E).
- E. **Normal Business Hours.** County acknowledges that the HVAC services to the Building shall operate only from 7:00 a.m. to 6:00 p.m. Monday through Friday, excluding governmental holidays (“**Normal Business Hours**”). A list of government holidays shall be provided to Lessor on a yearly basis upon request to County.

Notwithstanding the utilities provided during Normal Business Hours, Lessor shall provide HVAC services thirty (30) minutes prior to the beginning of Normal Business Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours. There shall be no extra utility charges for HVAC services prior to the beginning of Normal Business Hours.

- F. **Emergency Services.** If County requires same day emergency repairs and/or services (“**Emergency Services**”) and Lessor cannot be contacted for such Emergency Services (as determined by the County), or the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, or if Lessor following such contact by County is unable or refuses to provide the necessary Emergency Services, County may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.
- G. **Operations Shutdown.** Should County be forced to completely shut down its operations within the Premises and/or Building due to Lessor's failure to provide Services or Emergency Services required by this Clause 15 for a period of twenty four (24) consecutive hours, excluding weekends and holidays, Lessor shall be responsible for the actual cost to County of such shutdown and for replacement premises as necessary due to such shutdown and County shall not be responsible for Rent for the period of the operations shut down. Should County incur costs as a result of a shut down due to Lessor's failure to provide said Services and as set forth herein, Lessor shall reimburse County for said costs within thirty (30) days of written notice which shall include written documentation of said costs. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the costs and/or replacement premises from any Rent payable without further notice.
- H. **County Janitorial.** County shall provide, at its sole cost and expense, janitorial services to the Premises.

16. UTILITIES (2.9 SA)

Lessor shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of County. Should Lessor fail to provide, or pay for (prior to delinquency date), utility service to the Premises, County may provide such service and deduct the cost thereof, including overhead, from any Rent payable. Lessor shall be responsible for any other costs, taxes, and/or assessments not provided for in this clause.

Should County require HVAC services at times other than during Normal Business Hours as defined in Clause 15(E) above, County shall pay Lessor a reimbursement equal to twenty dollars (\$20.00) per hour for each hour HVAC services are used during times other than Normal Business Hours. Lessor shall provide County with a written statement of its monthly usage in the form of an invoice, which shall include a statement showing the date, time, location and duration of such usage, along with a summary of the County's monthly charges. County shall pay Lessor for excess usage with the following month's Rent.

17. INSURANCE (3.0 SA)

Commercial Property Insurance: Lessor shall obtain and keep in force during the Term of this Lease a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by Lessor) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

Lessor agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees by the insurance company issuing said policy or policies. Lessor shall provide the County of Orange with a Certificate of Insurance as evidence of compliance with these requirements.

Commercial General Liability Insurance: Lessor shall obtain and keep in force during the Term of this Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the building and the Premises. The policy or policies evidencing such insurance shall provide the following:

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as an additional insured, or provide blanket coverage which will state, ***AS REQUIRED BY WRITTEN AGREEMENT***;
- B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Lessor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing;
- C. Lessor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease.
- D. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate; and
- E. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the

Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier 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. Prior to the Commencement Date of this Lease and upon renewal of such policies, Lessor shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

If Lessor fails to procure and maintain the insurance required to be procured by Lessor under this Lease, County may, but shall not be required to, order such insurance and deduct the cost thereof plus any County administrative charges from the rent thereafter payable.

18. INDEMNIFICATION (3.1 SA)

Lessor hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership or maintenance of the Premises, or caused, either proximately or remotely, wholly or in part, by Lessor, its officers, agents, and employees, or any other person entering upon the Premises, under or with Lessor's express or implied invitation or permission, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event judgment is entered against County and Lessor because of the concurrent negligence of County and Lessor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

County hereby agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the Premises, or caused, either proximately or remotely, wholly or in part, by County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, or any other person entering upon the Premises, or while County is leasing the Premises, under or with County's express or implied invitation or permission, except for liability arising out of the negligence of Lessor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

19. TOXIC MATERIALS (3.2 SA)

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "**Toxic Materials**"). County shall be responsible for and shall indemnify and hold Lessor, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

Likewise, Lessor hereby warrants and represents that Lessor has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by Lessor results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of County, its agents, employees or contractors), Lessor shall promptly take any and all action necessary to clean up such contamination.

20. BUILDING AND SAFETY REQUIREMENTS (3.3 SA)

During the Term and Extension Term(s) of this Lease, Lessor, at Lessor's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act ("ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Lessor shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County's furniture, fixtures or equipment by County.

Lessor shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. County agrees to notify Lessor of any repair or maintenance necessary within the Premises or Building to comply with such Act and Lessor agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the Premises is a Lessor expense as defined in Clause 15(A) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES) above. In the event that such repair or maintenance is necessary and is the result of County negligence, provided that County approves a work order with associated expense estimate, Lessor agrees to perform such repair or maintenance and County agrees to reimburse Lessor within thirty (30) days.

In the event Lessor neglects, fails, or refuses to maintain said Premises as aforesaid, following thirty (30) days after written notice from County to Lessor providing notice of such neglect or failure or refusal County may, notwithstanding any other termination provisions contained herein:

- A. Thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the Lessor; or
- B. At County's sole option, cure any such default by performance of any act, including payment of money, and subtract the cost thereof plus reasonable administrative costs (ten percent (10%)) from the Rent.

Lessor agrees to reimburse and indemnify, and defend County for any expenses incurred because of the failure of the Premises to conform with any and all applicable laws, rules, regulations, building codes, statutes, and

orders, including the costs of making any alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against County resulting from a violation or violations of the above-cited laws, rules, regulations, building codes, statutes, and orders and regulations, and all reasonable legal expenses incurred in defending claims made under the above-referenced laws, rules, regulations, building codes, statutes, and orders, including reasonable attorneys' fees. Should Lessor fail to comply with the provisions of this Clause, the County may also exercise those remedies set forth in Clause 15(B) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES).

21. ASSIGNMENT AND SUBLETTING (N)

County shall not assign this Lease or sublet the Premises in whole or in part without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall respond in writing to County's request to assign this Lease or sublet all or any portion of the Premises within twenty-one (21) days of County's request. In the event Lessor withholds consent to any such request by County, Lessor shall provide reasonable details of its reason for such withholding of consent. In the event Lessor fails to timely respond to County's request, Lessor shall be deemed to have approved such request. Notwithstanding, the County may license portions of the Premises to other governmental agencies or nonprofits who will provide services from the Premises consistent with the County services being provided from the Premises, without obtaining Lessor's prior written consent. In any event, the County will remain responsible for Lease compliance and for the actions of any partner governmental agencies or nonprofits.

22. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.5 SA)

This Lease and all rights of the County hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust except, insofar as County is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of County.

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title covering the Premises, County shall attorn to and recognize any subsequent title holder as the Lessor under all terms, covenants and conditions of this Lease. County's possession of the Premises shall not be disturbed by the Lessor, or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of Lessor under this Lease.

Notwithstanding the above, Lessor shall obtain and deliver to County a *Subordination, Attornment and Non-Disturbance Agreement* from Lessor's Lender. Lessor shall require all future lenders on the Premises, upon initiation of their interest in the Premises or within a reasonable time thereafter, to enter into a *Subordination, Attornment and Non-Disturbance Agreement* with County, thereby insuring County of its leasehold interests in the Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form of County's standard form *Subordination, Attornment and Non-Disturbance Agreement* attached hereto as Exhibit D or in a form approved by the SSA/Facilities Services Manager, the Chief Real Estate Officer and County Counsel. Accordingly, notwithstanding anything to the contrary herein, County's obligation to enter into an agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date of this Lease shall be conditioned upon the holder of such lien, or a ground Lessor, as applicable,

confirming in writing and substantially in the form of County's standard form *Subordination, Attornment and Non-Disturbance Agreement* that County's leasehold interest hereunder shall not be disturbed so long as no County Default exists under this Lease.

Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the Lessor under the terms of this Lease.

Upon default by Lessor of any note or deed of trust, County may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

23. ESTOPPEL CERTIFICATE (3.6 SA)

County agrees that the SSA/Facilities Services Manager shall furnish upon receipt of a written request from Lessor or the holder of any deed of trust or mortgage covering the Premises or any interest of Lessor therein ("**Lessor Representative**"), County's standard form *Estoppel Certificate* (consistent with the form attached hereto in Exhibit D) containing information as to the current status of the Lease. Said standard form *Estoppel Certificate* shall be completed by County in a timely manner and shall be approved by Chief Real Estate Officer and County Counsel.

24. DEFAULTS AND REMEDIES (3.7 SA)

A. County Default.

County shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by County, Lessor shall notify County in writing of such breach, and County shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**County Default**").

B. Lessor Default.

Lessor shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by Lessor, County shall notify Lessor in writing of such breach, and Lessor shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, Lessor fails within fifteen (15) days after receipt by Lessor of written notice specifying wherein such obligation of Lessor has not been performed; provided however, that if the nature of Lessor's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**Lessor Default**").

C. County Remedies.

If the Lessor Default is a result of a monetary breach by Lessor in the payment of any amounts due hereunder, County may withhold such amount from the next scheduled Rent payment. County's remedies as the result of Lessor Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. In the event of an uncured Lessor Default for an additional thirty (30) days beyond the cure periods set forth above, in addition to any other remedies available at law or in this Lease, the County shall have the option to terminate this Lease.

D. Lessor Remedies.

If the County Default is a result of a monetary breach by County in the payment of the Rent, pursuant to Clause 9 (RENT), Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. Lessor's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. In the event of an uncured County Default for an additional thirty (30) days beyond the cure periods set forth above, in addition to any other remedies available at law or in this Lease, the Lessor shall have the option to terminate this Lease.

25. LABOR CODE COMPLIANCE (3.8 SA)

Lessor acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the Term of this Lease or any such future improvements or modifications performed by Lessor at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Lessor shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. Lessor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. Lessor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, Lessor shall maintain payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request, Lessor shall provide the SSA/Facilities Services Manager updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for Lessor to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

26. RIGHT TO WORK AND MINIMUM WAGE LAWS (3.9 SA)

In accordance with the United States Immigration Reform and Control Act of 1986, Lessor shall require its employees that directly or indirectly service the Premises or this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Lessor shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Lessor shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Lessor shall require and verify that all its contractors or other persons servicing the Premises on behalf of the Lessor also pay their employees no less than the greater of the Federal or California Minimum Wage.

Lessor 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 the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, Lessor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 25 (LABOR CODE COMPLIANCE) of this Lease.

27. DEBT LIMIT (4.0 SA)

Lessor acknowledges and agrees that the obligation of the County to pay rent under this Lease is contingent upon the availability of County funds which are appropriated or allocated by the County's Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is terminated due to an uncured default of the County hereunder, Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18, of the California Constitution. Lessor acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, Lessor may have other rights or civil remedies to seek relief due to the County's Default under the Lease.

28. COUNTY PROPERTY (4.1 SA)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the County, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Lessor's negligence or willful misconduct and not otherwise waived pursuant to Clause 29 (LESSOR'S RIGHT OF ENTRY) below. Lessor hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that Lessor may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

29. LESSOR'S RIGHT OF ENTRY (4.2 SA)

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to County (except in an emergency [which shall mean immediate risk of injury to person or property] in which case no notice shall be required, provided that Lessor shall first call County) and in the presence of County, Lessor, its agents, employees and contractors and any mortgagee of the Premises shall have the right to enter the Premises during regular business hours (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants during the last six (6) months of Term or any Extension Term, as applicable, or any time County is in material default hereunder, or purchasers of the Premises; (c) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises; and (d) to abate any condition which constitutes a violation of any covenant or condition of this Lease.

30. SIGNAGE (4.3 SA)

Lessor agrees to allow County to install and maintain any sign or display upon or in front of the Premises and/or Building. Such signage shall comply with all applicable laws and zoning and site plan requirements.

31. AUTHORITY (4.4 SA)

The persons executing the Lease below on behalf of County or Lessor warrant that they have the power and authority to bind County or Lessor to this Lease.

32. LEASE ORGANIZATION (4.5 SA)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

33. SUCCESSORS IN INTEREST (4.6 SA)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

34. AMENDMENT (4.7 SA)

This Lease sets forth the entire agreement between Lessor and County and any modification must be in the form of a written amendment.

35. PARTIAL INVALIDITY (4.8 SA)

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

36. WAIVER OF RIGHTS (4.9 SA)

The failure of Lessor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Lessor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

37. HOLDING OVER (5.0 SA)

In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

38. EARTHQUAKE SAFETY (5.1 SA)

Lessor hereby confirms that to the best of Lessor's knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

39. QUIET ENJOYMENT (5.2 SA)

Lessor agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

40. GOVERNING LAW AND VENUE (5.4 SA)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

41. ATTORNEYS' FEES (5.5 SA)

In the event of a dispute between Lessor and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

42. TIME (5.6 SA)

Time is of the essence of this Lease.

43. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.7 SA)

In accordance with California Civil Code 1938(e), "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Pursuant to California Civil Code 1938, Lessor hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with

accessibility standards.

44. FORCE MAJEURE (5.8 SA)

For purposes of this Lease, the term “**Force Majeure**” means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party’s best efforts to fulfill the obligation. “**Best Efforts**” includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. Lessor and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by Force Majeure.

45. CONDEMNATION (5.9 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, “**Condemnation**”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County may, at County’s option, to be exercised in writing within ten (10) days after Lessor shall have given County written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessor shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on Lessor’s ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages.

46. CONSENT OR APPROVAL (6.0 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

47. UNENFORCEABLE PROVISIONS (6.1 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

48. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (6.2 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined above in Clause 44 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

49. STATE AUDIT (6.3 SA)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars (\$10,000), Lessor shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by County to Lessor under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

50. DESTRUCTION OF OR DAMAGE TO PREMISES (6.4 SA)

“Partial Destruction” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than twenty-five percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

“Total Destruction” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is twenty-five percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, Lessor shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by Lessor, at Lessor’s sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by County. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent payable by County under the Lease shall be abated in proportion to the extent County’s use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should Lessor fail to complete necessary repairs, for any reason, within sixty (60) days, or other time frame as may be authorized by County, County may, at County’s sole option, terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor, materials, and overhead from any rent thereafter payable.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and Lessor shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by County shall be abated until complete restoration of the Premises is accepted by County. In the event Lessor refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by County, County may, at County’s sole option, terminate this Lease or complete the restoration and deduct the entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

Further, Lessor, at County’s request and subject to availability, shall provide a suitable, County-approved temporary facility (“**Facility**”) for County’s use during the restoration period for the Premises. The Facility may be leased, at market rate, under a short-term lease, for which the County will reimburse Lessor the cost thereof, on a monthly basis.

51. NOTICES (6.7 SA)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: Lessor

Charles Manh and Anh Manh
Manh Family Trust
8990 Westminster Blvd., Second Floor
Westminster, CA 92683
E-mail: CharlieManh@hotmail.com

To: County

County of Orange
Social Services Agency
500 N. State College Boulevard, 6th Floor
Orange, CA 92868
Attn: Director, Administrative Services
Email: _____

With a copy to:

County Executive Office
County of Orange
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer
Email: thomas.miller@ocgov.com

52. ATTACHMENTS (6.8 S)

This Lease includes the following, which are attached hereto and made a part hereof:

EXHIBITS

- Exhibit A - Description of Premises
- Exhibit B - Depiction of Premises
- Exhibit C – The Work, Schedule 1, Schedule 2
- Exhibit D - Form of Subordination, Attornment and Non-Disturbance Agreement and Estoppel Certificate
- Exhibit E – Work Acceptance Letter

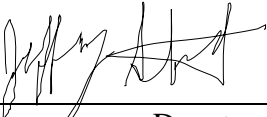
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IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:  _____
Deputy

LESSOR

CHARLES MANH AND ANH MANH, CO-
TRUSTEES OF THE MANH FAMILY TURST, under
declaration of trust dated August 15, 2016

By: _____
Name, Title

By: _____
Name, Title

COUNTY

COUNTY OF ORANGE

Thomas A. Miller, Chief Real Estate Officer

EXHIBIT A

DESCRIPTION OF PREMISES

PROJECT NO: CEO/ALS/SSA-021-008
PROJECT: 15496 Magnolia, Westminster

DATE: 9/22/2021
VERIFIED BY: M. Henry

All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being a portion of the first and second floor of that certain two (2) story building approximately 2,120 RSF within suite 111 and approximately 5,208 RSF on the second floor of the building for a total of approximately 7,328 RSF located at 15496 Magnolia Street, in the City of Westminster, County of Orange, State of California, together with non-exclusive use of common area restrooms and thirty-three (33) non-exclusive and three (3) reserved parking spaces.

NOT TO BE RECORDED

EXHIBIT B

**DEPICTION OF PREMISES
15496 Magnolia, Westminster
Site Plan**



EXHIBIT B
(continued)

First Floor Space Plan

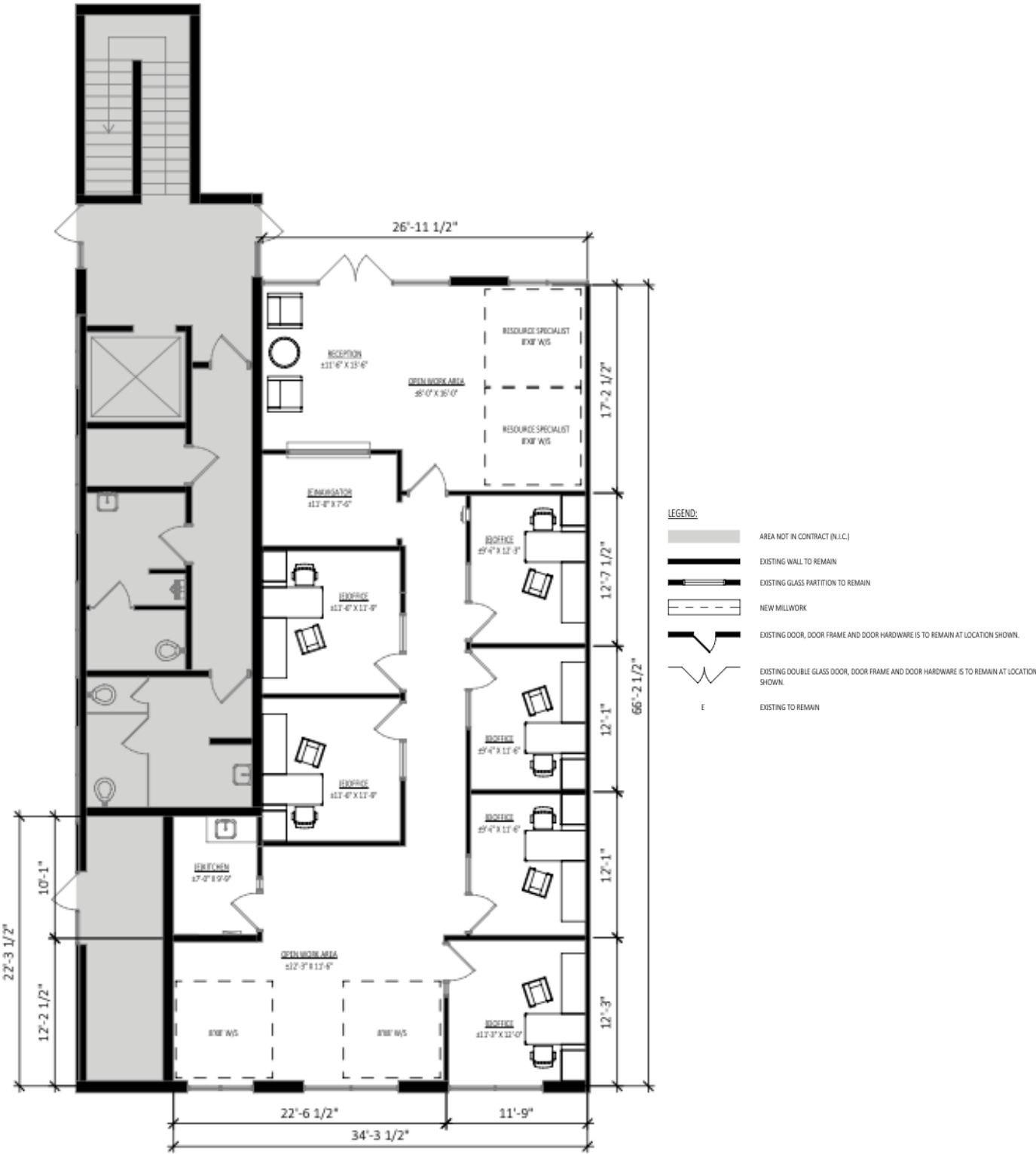


EXHIBIT B
(continued)

Second Floor Space Plan



LEGEND:







-  AREA NOT IN CONTRACT (N.I.C.)
-  EXISTING WALL TO REMAIN
-  NEW DEMISING PARTITION
-  EXISTING GLASS PARTITION TO REMAIN
-  EXISTING MILLWORK TO REMAIN
-  EXISTING DOOR, DOOR FRAME AND DOOR HARDWARE IS TO REMAIN AT LOCATION SHOWN.
-  EXISTING DOUBLE GLASS DOOR, DOOR FRAME AND DOOR HARDWARE IS TO REMAIN AT LOCATION SHOWN.
-  EXISTING SINGLE GLASS DOOR, DOOR FRAME AND DOOR HARDWARE IS TO REMAIN AT LOCATION SHOWN.
-  EXISTING TO REMAIN

EXHIBIT C**WORK LETTER**

This Work Letter shall supplement the terms and conditions relating to the construction of the Work in the Premises as set forth in Clause 11 (CONSTRUCTION) of the Lease. If any conflict shall arise between this Exhibit C and the Lease, the terms and conditions of the Lease shall prevail. This Work Letter is essentially organized chronologically and addresses the issues of the construction, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Clauses or Sections of “this Lease” or “the Lease” shall mean the relevant portion of Clauses 1 through 52 of the Lease to which this Work Letter is attached as Exhibit C and of which this Work Letter forms a part, and all references in this Work Letter to Sections of “this Work Letter” shall mean the relevant portion of Sections 1 through 6 of this Work Letter. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

SECTION 1. - CONSTRUCTION DRAWINGS FOR THE PREMISES

Space Plan. Lessor and County have approved that certain space plan for construction of the Work attached hereto as Schedule 2 (collectively, the “**Final Space Plan**”). Lessor shall be entitled to rely upon all plans, drawings and information supplied by or for County in preparing the Final Space Plan. The depiction of cubicles, modules, furniture and equipment in the Final Space Plan is for illustrative purposes only, and Lessor is not required to provide, install or construct any such items.

Final Working Drawings. Lessor and its architect and engineers shall complete the architectural and engineering drawings for the Premises. The final architectural working drawings shall be in a form which is complete to allow subcontractors to bid on the Work and to obtain all applicable permits (collectively, the “**Final Working Drawings**”) and shall submit the same to County for County’s approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall approve or reasonably disapprove any draft of the Final Working Drawings within seven (7) business days after County’s receipt thereof; provided, however, that (i) County shall not be entitled to disapprove any portion, component or aspect of the Final Working Drawings which are consistent with the Final Space Plan, unless County agrees to pay for the additional cost (if any) resulting from such change in the Final Space Plan as part of the over-allowance amount pursuant to Section 2 below and County acknowledges that any delay resulting therefrom shall be a delay caused by County, and (ii) any disapproval of the Final Working Drawings by County shall be accompanied by a detailed written explanation of the reasons for County’s disapproval. Failure of County to reasonably disapprove any draft of the Final Working Drawings within said seven (7) business day period shall be deemed to constitute County’s approval thereof. This process shall be repeated until the Final Working Drawings have been approved; it being agreed that County’s right to raise objections (following County’s initial objections to Lessor’s first submission of the Final Working Drawings) shall be limited to (a) the revisions made to the previous submission of the Final Working Drawings in order to address County’s prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Working Drawings previously submitted to County. The Final Working Drawings, as approved by Lessor and County, may be referred to herein as the “**Approved Working Drawings.**” County shall make no changes or modifications to the Final Space Plan or the Approved Working Drawings without the prior written consent of Lessor, which consent may be withheld in Lessor’s sole discretion if such change or modification would directly or indirectly delay the Substantial Completion of the Work or increase the cost of designing or constructing the Work. Lessor shall promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow Contractor as that term is defined in Section 4, below, to commence and fully complete the construction

of the Work (the “**Permits**”). County shall cooperate with Lessor in promptly executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Lessor, provided that Lessor may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the Substantial Completion of the Work.

SECTION 2. - TIME DEADLINES (AS DEFINED IN SCHEDULE 1)

County shall reasonably cooperate with the Lessor, its architect, and the engineers to complete all phases of the construction drawings and the permitting process and to receive the Permits, and to complete the Work through Contractor (as defined below in Section 4) as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor, to discuss the progress in connection with the same. The applicable dates for approval of items, plans and drawings as described in this Section 1, above, and in this Work Letter are set forth and further elaborated upon in Schedule 1 attached hereto. County agrees to comply with the timeline in Schedule 1.

SECTION 3. - ALLOWANCE AMOUNT EXCEEDED

In the event that after County’s execution of this Lease, any revisions, changes, or substitutions shall be made to (i) the Space Plan, (ii) the Approved Working Drawings (once the same are completed), (iii) the Work, or in the event that County requests revisions, changes, or substitutions which cause the Approved Working Drawings to not be a logical extension of the Space Plan, then any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by County to Lessor within sixty (60) days following receipt of Lessor’s written request therefor or as otherwise provided in the Lease. In addition, if the cost of the Work exceeds the amount of the Allowance, County shall pay the excess amount to Lessor within sixty (60) days following receipt of Lessor’s written request therefor.

SECTION 4. - CONTRACTOR’S WARRANTIES AND GUARANTIES

Lessor shall assign to County all warranties and guaranties by the Contractor who constructs the Work (the “**Contractor**”) relating to the Work and pursuant to said assignment, County hereby waives all claims against Lessor relating to, or arising out of the construction of, the Work. Lessor shall independently retain Contractor to construct the Work in accordance with the Approved Working Drawings and Lessor shall supervise the construction by Contractor.

SECTION 5. - COUNTY’S COVENANTS

County hereby indemnifies Lessor for any loss, claims, damages or delays arising from the negligence, acts or omissions of County, its agents, including, but not limited to any space planner, architect or engineer hired by County in connection with the Work.

SECTION 6. - MISCELLANEOUS

6.1 Freight Elevators. Lessor shall, make the elevator reasonably available to County in connection with initial decorating, furnishing and moving into the Premises, if applicable.

6.2 County’s Representative. County has designated the SSA/Service Facilities Manager as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Work Letter.

6.3 Lessor's Representative. Lessor has designated a sole representative with respect to the matters set forth in this Work Letter, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Work Letter.

6.4 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a number of days shall mean and refer to calendar days. In all instances where County is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Lessor's sole option, at the end of such period the item shall automatically be deemed approved or delivered by County and the next succeeding time period shall commence.

6.5 Cooperation by County. County acknowledges that the timing of the completion of the Approved Working Drawings and the Work is of the utmost importance to Lessor. Accordingly, County hereby agrees to fully and diligently cooperate with all reasonable requests by Lessor in connection with or related to the design and construction of the Work, and in connection therewith, shall respond to Lessor's requests for information and/or approvals, except as specifically set forth herein to the contrary, within ten (10) business days following request by Lessor.

6.6 Punch List. Upon Substantial Completion of the Work, Lessor and County shall comply with the terms and conditions of Clause 11D (CONSTRUCTION) of the Lease with respect to preparation of a punch list and completion of such punch list items.

SCHEDULE 1 TO WORK LETTER

Estimated Schedule of the Work

Mutual Lease Execution	TBD
Design and Construction Drawings	—
Plan Check/Permit Approval	—
Construction: Interior Tenant Improvements	—
Tenant FF&E/Security/IT Installation	—
Substantial Completion Date	—
Final Completion Date	

SCHEDULE 2 TO WORK LETTER

Final Space Plan

EXHIBIT D

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 2017, by and between the County of Orange ("County") and _____ ("Lender").

A. By lease dated _____, ("Lease"), _____ ("Lessor") leased to County and County leased from Lessor those certain Premises described as _____, Santa Ana, California.

B. Lender is the holder or about to become the holder of a mortgage or Deed of Trust ("Note") which constitutes or will constitute a lien against the Premises leased by County pursuant to the aforesaid Lease.

C. Lender has requested that County execute a Subordination, Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of the Lease, all rights of County thereunder are or shall become subordinate to the Note and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event that Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure of the Note, by other proceedings brought to enforce any rights of Lender under the Note, by deed in lieu of foreclosure, or by any other method, County shall promptly attorn to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if Lender were the Lessor under the Lease. Lender or its successors in interest shall not disturb the interests of County under said Lease, but shall allow said interests to continue in full force and effect for the balance of the then-current term and any extension available to County which may be provided in accordance with the Lease. Said attornment shall be effective and self-operative immediately upon Lender's succession to the interest of Lessor under the Lease.

3. This agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants, and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

COUNTY:

By: _____ Date: _____

Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order 3/10/1998
of the Board of Supervisors

APPROVAL AS TO FORM

County Counsel

By: _____ Date: _____

Deputy

Project/Parcel No.:

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Title: _____

Project Name:

ESTOPPEL CERTIFICATE

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated _____, between _____ ("Lessor") and the County of Orange, a political subdivision of the State of California ("County"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between Lessor and County and is in full force and effect.
2. (Check One)
 - The aforesaid lease has not been modified, altered, or amended.
 - The aforesaid lease has been modified pursuant to that document(s) attached hereto.
3. The term of the lease is _____ years. The lease commenced on _____ and will expire on _____.
4. The term of the lease is subject to County's option to terminate/extend as follows:

5. The lease rental rate is \$_____ per month, no rent has been paid in advance except as set forth in the lease, and County (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from Lessor.
6. County has accepted and is now in possession of the leased premises.
7. The addresses for notices to be sent to County are set forth in Clause ____ (_____) of the lease.
8. County has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of County, Lessor is not now in default under the lease.

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

COUNTY
COUNTY OF ORANGE

By _____
Deputy

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office/Real Estate

Date: _____

Certificate Date: _____

EXHIBIT E**WORK ACCEPTANCE LETTER**

RE: Premises Located at 15496 Magnolia Avenue, Westminster.

Lessor and County, without limiting any of County's rights and remedies expressly set forth in Exhibit C and this Lease or Lessor's obligations thereunder regarding completion of Lessor's Work in accordance with Clause 11 (CONSTRUCTION), agree and acknowledge that:

Check all that apply:

<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE, COUNTY ACCEPTS POSSESSION OF THE PREMISES (WITH NO PUNCH LIST ITEMS):</p> <p>The Work to the Premises constructed by Lessor has been completed and accepted by County without any outstanding punch list items. The Premises are in acceptable condition and Lessor delivered in compliance with all of the requirements contained in <u>Exhibit C</u> and Clause 11 (CONSTRUCTION) of the Lease.</p>
<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE <u>WITH PUNCH LIST ITEMS OUTSTANDING</u>, COUNTY ACCEPTS POSSESSION OF THE PREMISES:</p> <p>The Work to the Premises constructed by Lessor has been SUBSTANTIALLY COMPLETED and accepted by County WITH THE EXCEPTION OF THE FOLLOWING OUTSTANDING PUNCH LIST ITEMS (see itemized list below).</p> <p>Lessor has twenty-one (21) days following receipt of this Work Acceptance Letter to complete all punch list items.</p> <p>Punch List Items Remaining of The Work: (Attach additional pages if necessary)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

	Anticipated Punch List Completion Date: _____
<input type="checkbox"/>	<p>LESSOR WORK IS <u>NOT</u> COMPLETE, COUNTY REJECTS POSSESSION OF THE PREMISES:</p> <p>Lessor has not completed the Work per the requirements defined in the Lease specifically in Clause 11 (CONSTRUCTION) and <u>Exhibit C</u>.</p>

The information set forth in this Acknowledgment is true and correct as of the date hereof. This Acknowledgment shall be binding on the Parties and upon the successors and assigns of County.

Lessor: _____ Print Name: _____ Title: _____ Date: _____	County/ SSA Facilities Service Manager: _____ Print Name: _____ Title: _____ Date: _____
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MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Katrina Foley, 2nd District

Date: September 30, 2021

RE: Supplemental Item for the October 5, 2021 Board of Supervisors Meeting

I would like to appoint Daniel Morgan of Costa Mesa to the Second District seat on the Orange County Planning Commission to complete the term concurrent with the Second District Supervisor's term of office. Daniel Morgan will fill an expired term last held by Hang Harper.

Please place this item on the 10/5/2021 agenda.

Handwritten signature: Dan for A.D.

Handwritten signature: Katrina Foley

Handwritten initials: S14D

RECEIVED

2021 OCT -1 AM 9:19

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP
(SEE LIST AT [HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT](http://www.ocgov.com/gov/cob/bcc/contact)):

Planning Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: First Second Third Fourth Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Daniel Thomas Morgan
First Name Middle Name Last Name

Costa Mesa CA
City

Email Address

CURRENT EMPLOYER: Marterra

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBE: _____

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: YES NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? YES NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<u>ORGANIZATION/SOCIETY</u>	<u>FROM (MO./YR.)</u>	<u>TO (MO./YR.)</u>
<u>AYSO Region 120</u>	<u>8/2021</u>	<u> </u>
<u>California Association of Realtors</u>	<u>10/2014</u>	<u> </u>
<u>Costa Mesa Chamber of Commerce</u>	<u>6/2018</u>	<u> </u>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? YES NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? YES NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 - AS THEY RELATE TO MARIJUANA)?

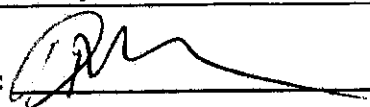
YES NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I am passionate about community planning and would like to
utilize my background for the benefit of Orange County.

DATE: 9/30/2021

APPLICANTS SIGNATURE: 



Date Received: _____	Received by: _____ Deputy Clerk of the Board of Supervisors			
Date referred: _____				
To: <input type="checkbox"/> BOS District 1	<input type="checkbox"/> BOS District 2	<input type="checkbox"/> BOS District 3	<input type="checkbox"/> BOS District 4	<input type="checkbox"/> BOS District 5
<input type="checkbox"/> All BOS	<input type="checkbox"/> BCC Contact Person Name _____			

DANIEL T. MORGAN

EXPERIENCE

MARTERRA GROUP

April 2017 – Present

Principal, Costa Mesa

- Responsible for all day-to-day activities for a real estate brokerage, investment/development and management company focused on single and multifamily residential properties located in Orange County. Responsibilities include; capital raising (equity and debt), acquisitions, leasing, marketing, supervising renovations, development, accounting, and corporate regulatory compliance
- Valuation consulting for Institutional Property Advisors (Marcus and Millichap), Stream Realty Advisors, and ARA Newmark

CLEARWATER SENIOR LIVING

July 2016 – April 2017

Director of Acquisitions, Newport Beach

- Responsible for sourcing and executing on a programmatic acquisition/joint venture of 8 Independent Living communities/development opportunities across the western United States with an institutional multifamily developer, with an estimated transactional value of +\$400M
- Manage acquisitions process including deal sourcing, financial analysis, due diligence, Investment Committee approval, transaction management in addition to equity and debt placement

LEHMAN BROTHERS HOLDING INC.

June 2013 – June 2016

Vice President, Irvine

- Manage a +\$400M portfolio of real estate primarily consisting of residential land located in Orange County, the Inland Empire, Arizona and Colorado
- Evaluate portfolio and develop/execute strategy to maximize recovery, in the shortest period of time, while mitigating risk for the Lehman Estate through physical improvements, progressing entitlements, and other efforts to improve marketability of assets
- Manage disposition process; including, broker selection, offering package creation, best and final interviews, bid selection, PSA negotiation and drafting, due diligence and escrow
- Prepare and present business plans, alternative strategies and disposition memorandums for/to the Lehman Brothers Board of Directors
- Develop and maintain relationships with various city and county officials, brokerage community, developers and capital sources
- Oversee underwriting and valuation of debt and equity positions of the West Coast Land Portfolio

APARTMENT REALTY ADVISORS

April 2012 – June 2013

Sr. Financial Analyst/Team Manager, Irvine

- Developed pipeline of deal flow through farming and networking with property owners, operators and investors
- Managed the creation of financial analysis, Broker Opinion of Values, Offering Memorandums, feasibility analysis, market studies and marketing proposals
- Presented financial analysis and market analysis to potential clients during listing presentations
- Coordinated due diligence and served as the liaison between buyers and property seller
- Developed a predictive rent analysis utilizing a polynomial regression analysis for development sites and value-add multifamily properties to identify and quantify opportunities

LENNAR CORPORATION, ALISO VIEJO (NYSE: LEN)

July 2008 – April 2012

Five Point Communities | Mergers & Acquisitions/ Asset Management

July 2009 - April 2012

- Selected as a founding member of Five Point Communities, a Lennar spin off responsible for managing and developing some of its largest and most complicated mixed use real estate asset holdings, including the Great Park Neighborhoods (Irvine, CA), Newhall Ranch (Valencia, CA) and a portfolio of San Francisco properties (Treasure Island, Hunters Point, & Candlestick Point). In aggregate, these assets comprise over 10MM sf of planned commercial real estate space and over 50,000 homesites
- Created institutional quality opportunity memorandums, statement of qualifications, and investor presentations
- Conducted financial analysis for acquisitions, dispositions, vertical development opportunities, debt placements, equity raising efforts, and proposed joint ventures

- Valued a wide variety of assets including developed and undeveloped land, office, retail, industrial, multifamily residential and single family residential, public utilities, golf courses, and other securitized assets

Lennar | Mergers & Acquisitions Analyst/ Asset Management

July 2008 – July 2009

- Lead portfolio analyst for the Morgan Stanley Rialto (MSR) Joint Venture. The Joint Venture managed a \$525M portfolio of over 11,000 homesites across the nation
- Lead analyst for the LandSource bankruptcy acquisition (Newhall Ranch)

PARAGON MANAGEMENT COMPANY – Privately Held Real Estate Investment Firm

Acquisitions / Asset Management Analyst, San Diego, CA

2007 – 2008

- Responsible for underwriting, deal sourcing and due diligence for acquisitions of multifamily, retail, single family development, and industrial properties
- Authored asset specific Investor Updates that analyzed project performance and local market conditions for investor communications

CENTEX HOMES (NYSE: PHM)

Inland Empire Division | Research and Development Associate, Corona, CA

Summer 2005/2006 - 2007

- Created business plans for the acquisition of subcontractors and their inclusion in the Centex supply chain
 - Projects included: vertically integrating finished carpentry, sourcing light fixtures direct from China

EDUCATION

UNIVERSITY OF CALIFORNIA IRVINE | Paul Merage School of Business

2008 - 2011

Master of Business Administration

- Fully Employed Program – Emphasis in Finance & Real Estate
- Polaris Competition – Equity Fund Management Competition, Team Captain
- AGC CUP – Mergers and Acquisitions / Investment Banking case study competition – 2nd Place of 15 teams
- Advance course work – Capital Markets, Investments, Macro Economics, & Corporate Finance

UNIVERSITY OF SAN DIEGO | School of Business Administration

2002-2006

Bachelor of Business Administration, Marketing & Finance Emphasis

- Dean's List First Honors
- Scholar Athlete: Varsity Cross Country

ADDITIONAL

- **Licensed California Broker:** 01901285
- **Skills:** Advanced Excel, Argus, MS Project, MS Visio, MS Office Suite, SharePoint, financial modeling, economic forecasting, blue print reading, residential takeoffs and estimating, CFD analysis, & School Fee analysis
- **Guest Lecturer:** Seminar in Management of the Real Estate Enterprise at the Paul Merage School of Business on topics related to real estate valuation and financial analysis
- **Professional Involvement:** ULI, UCI Real Estate Alumni Association, UCI Wealth Management Association, USD Real Estate Alumni Association, BIA.
- **Community Involvement:** Boy Scouts of America - Eagle Scout, Big Brothers Big Sisters of Orange County – Big Brother, Delta Tau Delta – Theta Zeta Chapter Vice President



County Executive Office

514E

Memorandum

October 4, 2021

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2021.10.04 16:54:57
-0700'

2021 OCT -4 PM 5:01
RECEIVED
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

The County Executive Office is requesting a Supplemental Agenda Staff Report for the October 5, 2021, Board Hearing.

Agency: Sheriff-Coroner
Subject: Adopt Resolution Ratifying Proclamation of Local Emergency for the Beta Offshore Oilfield Pipeline Rupture
Districts: All Districts

Reason for supplemental: The County Executive Office is requesting this Supplemental item be added to the October 5, 2021, Board agenda in accordance with Government Code 54954.2(b)(2) to approve, by a 2/3 vote, the consideration of an urgent item regarding the oil spill; Finding that the item had come to the attention of the County after publication of the meeting agenda and further that the matter requires immediate action.

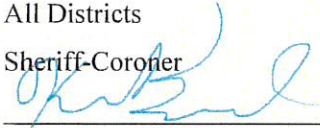
Concur: 
Andrew Do, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

2021 OCT -4 PM 5:02
RECEIVED
CLERK OF THE BOARD
COUNTY OF ORANGE

MEETING DATE: 10/05/21
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: 
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Ken Burmood (714) 647-1833
Michelle Anderson (714) 628-7158

SUBJECT: Adopt Resolution Ratifying Proclamation of Local Emergency for the P00547 Incident - Marine Oil Spill

CEO CONCUR


Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2021.10.04 16:54:27 -0700
CEO Signature

COUNTY COUNSEL REVIEW

Approved as to Form
Action

Digitally signed by Paul Albanian
DN: cn=Paul Albanian, o=County Counsel, ou, email=Paul.Albanian@ocgov.com, c=US
Date: 2021.10.04 16:40:56 -0700
County Counsel Signature

CLERK OF THE BOARD

Discussion
3 Votes Board Majority

Budgeted: No **Current Year Cost:** See Financial Impact Section **Annual Cost:** N/A
Staffing Impact: N/A **# of Positions:** **Sole Source:**
Current Fiscal Year Revenue: N/A
Funding Source: See Financial Impact Section **County Audit in last 3 years** No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Adopt resolution ratifying the Chairman of the Emergency Management Council's Proclamation of Local Emergency for the 2021 P00547 Incident - Marine Oil Spill.

SUMMARY:

Adopting the resolution to ratify the proclamation will allow the County to respond to and recover from the oil spill as well as obtain necessary resources to mitigate the damages caused by the 2021 P00547 Incident, cleanup effort and debris management.

BACKGROUND INFORMATION:

On October 2, 2021, an oil spill off the coast of Orange County was detected. Initial reports suggest that the spill was caused by the rupture of an underwater pipeline.

Initial estimates suggest that the spill exceeds 125,000 gallons (3,000 barrels) of crude oil, with an oil sheen radius of approximately 13 square miles. As of Sunday, October 3, 2021, oil from the spill had reached the Orange County coastline in the area of Huntington Beach and Newport Beach, impacting natural and wildlife resources, including reports of bird oiling, localized fish kills and oil penetration into the Talbert Wetlands.

Residents have been directed to avoid the area and cease all recreational and fishing activities due to the toxic nature of the oil spill.

It is anticipated that significant cleanup efforts will be required to respond to the oil spill. As of the filing of this Agenda Staff Report, it is unclear what the magnitude of cleanup efforts will consist of or which agency or entity will be responsible for managing those efforts.

Unified Command was established on October 2, 2021, to respond to the oil spill initially reported off the coast of Newport Beach. Unified Command consists of Beta Offshore, the United States Coast Guard and the California Department of Fish and Wildlife's Office of Spill Prevention and Response. Orange County will join Unified Command on October 5, 2021.

The Orange County Emergency Operations Center was activated on October 3, 2021, to support response operations. The County response so far has included efforts from the following agencies:

- Orange County Sheriff's Department
- Orange County Public Works
- Orange County Health Care Agency
- Orange County Community Resources
- Orange County Waste and Recycling
- *Orange County Fire Authority (JPA)

On October 4, 2021, Supervisor Andrew Do, the Chairman of the Emergency Management Council, proclaimed the existence of a local emergency in the coastal areas of Orange County. Pursuant to Government Code Section 8630 and Section 3-1-6(a) of the Codified Ordinances of the County of Orange, this Proclamation of Local Emergency is presented to the Board of Supervisors (Board) for ratification.

As additional information becomes available, the Board will be updated and kept apprised of this process.

FINANCIAL IMPACT:

Emergency response and initial damage reports from the Operational Area are in process. County agencies are accumulating costs of response efforts related to the oil spill and will work to recover these costs from Responsible Parties.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Proclamation of Local Emergency of the P00547 pipeline rupture
- Attachment B - Government Code Section 8630 and Section 3-1-6(a) of the Codified Ordinances of the County of Orange
- Attachment C - Draft Resolution

COUNTY OF ORANGE
STATE OF CALIFORNIA
PROCLAMATION OF A LOCAL EMERGENCY
AND
REQUEST FOR GOVERNOR TO DECLARE A STATE OF EMERGENCY

October 4, 2021

WHEREAS, in accordance with Government Code Section 8630, a local emergency may be proclaimed by the Board of Supervisors of the County of Orange or by an official so designated by ordinance adopted by the Board of Supervisors; and

WHEREAS, Section 3-1-6(a) of the Codified Ordinances of the County of Orange provides that the Director of Emergency Services shall request the Board of Supervisors to proclaim a local emergency when the Board of Supervisors is in session and the Chair of the Emergency Management Council to so proclaim when the Board of Supervisors is not in session; and

WHEREAS, the Board of Supervisors is not currently in session, and the Director of Emergency Services has requested that the Chair of the Emergency Management Council proclaim a local emergency; and

WHEREAS, an oil spill off the coast of Orange County, was detected by United States Coast Guard on Saturday, October 2, 2021, with an oil sheen radius of approximately 13 square miles; and

WHEREAS, reports of oil coming onshore on multiple Orange County beaches have been made by Sunday, October 3, 2021; and

WHEREAS, the oil spill has progressed to impact almost all beaches, coastal waters, and environmentally sensitive areas in Orange County; and

WHEREAS, initial reports state that the oil spill originated from the rupture of an underwater pipeline off the coast of Orange County and is currently estimated to exceed 125,000

gallons (3,000 barrels); and

WHEREAS, residents are being directed to avoid the area and cease all recreational and fishing activities due to the toxic nature of the oil spill; and

WHEREAS, by Sunday, October 3, 2021, natural and wildlife impacts include reports of bird oiling, localized fish kills, and oil penetration into the Talbert Wetlands near Huntington Beach; and

WHEREAS, efforts are being made to protect nearby ecological preserves and other sensitive habitat; and

WHEREAS, the aging nature of the oil field systems creates the potential for continued oil releases or additional pipe ruptures, further increasing the damage and impacts to the Orange County coastline, wildlife, fisheries and ecological preserves; and

WHEREAS, the oil spill has the potential for economic impacts for community members, businesses, government agencies, and others due to the loss of access, tourism, and impacts to commercial and recreational fishing and watersports; and

WHEREAS, the conditions caused by the oil spill create conditions of disaster or extreme peril to the safety of the persons and property within the coastal areas of the County of Orange; and

WHEREAS, the conditions caused by the oil spill and the associated need to protect County residents, property and natural resources from the oil spill effects are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Orange or other impacted local jurisdictions;

ACCORDINGLY, THE CHAIR OF THE BOARD OF SUPERVISORS
ACTING AS THE CHAIR OF THE EMERGENCY MANAGEMENT COUNCIL HEREBY

REQUESTS that the Governor of California proclaim a State of Emergency; that the Governor direct the California Office of Emergency Services and California Department of Fish and Wildlife to facilitate local agency cost recovery for oil spill response and recovery; that the Governor make all relevant funds available to the County of Orange and all eligible community members and businesses, including but not limited to California Disaster Assistance Act funds and State Private Nonprofit Organization Assistance Program funds; that the Governor waive regulations that may hinder response and recovery efforts, and that the Governor request that the President of the United States make a Presidential Declaration of Emergency in and for the County of Orange and make all relevant program and funds available to the County of Orange and all eligible community members and businesses, including, but not limited to the California Code of Regulations, Stafford Act, and aid provided by the Small Business Administration.

Date: 10/21/21

Signed: 

Chairman of the Board of Supervisors Acting as the Chair
of the Emergency Management Council for the County of
Orange

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California Code, Government Code - GOV § 8630

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Enter Keyword or Citation

Enter Keyword or Citation

SEARCH

[« Prev \(https://codes.findlaw.com/ca/government-code/gov-sect-8629.html\)](https://codes.findlaw.com/ca/government-code/gov-sect-8629.html)

[Next » \(https://codes.findlaw.com/ca/government-code/gov-sect-8631.html\)](https://codes.findlaw.com/ca/government-code/gov-sect-8631.html)

(a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body.

(b) Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body.

(c) The governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency.

(d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

[« Prev \(https://codes.findlaw.com/ca/government-code/gov-sect-8629.html\)](https://codes.findlaw.com/ca/government-code/gov-sect-8629.html)

[Next » \(https://codes.findlaw.com/ca/government-code/gov-sect-8631.html\)](https://codes.findlaw.com/ca/government-code/gov-sect-8631.html)

[Read this complete California Code, Government Code - GOV § 8630 on Westlaw \(https://1.next.westlaw.com/Document/IA311B04130DA11E98C61BF2AFCE12A9D/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)\)](https://1.next.westlaw.com/Document/IA311B04130DA11E98C61BF2AFCE12A9D/View/FullText.html?originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)))

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RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
October 5, 2021

WHEREAS, in accordance with Government Code Section 8630, a local emergency may be proclaimed by the Board of Supervisors of the County of Orange or by an official so designated by ordinance adopted by the Board of Supervisors; and

WHEREAS, Section 3-1-6(a) of the Codified Ordinances of the County of Orange provides that the Director of Emergency Services shall request the Board of Supervisors to proclaim a local emergency when the Board of Supervisors is in session and the Chair of the Emergency Management Council to so proclaim when the Board of Supervisors is not in session; and

WHEREAS, the Board of Supervisors is not currently in session, and the Director of Emergency Services has requested that the Chair of the Emergency Management Council proclaim a local emergency; and

WHEREAS, an oil spill off the coast of Orange County, was detected by United States Coast Guard on Saturday, October 2, 2021, with an oil sheen radius of approximately 13 square miles; and

WHEREAS, reports of oil coming onshore on multiple Orange County beaches have been made by Sunday, October 3, 2021; and

WHEREAS, the oil spill has progressed to impact almost all beaches, coastal waters, and environmentally sensitive areas in Orange County; and

WHEREAS, initial reports state that the oil spill originated from the rupture of an underwater pipeline off the coast of Orange County and is currently estimated to exceed 125,000 gallons (3,000 barrels); and

WHEREAS, residents are being directed to avoid the area and cease all recreational and

Attachment C

fishing activities due to the toxic nature of the oil spill; and

WHEREAS, by Sunday, October 3, 2021, natural and wildlife impacts include reports of bird oiling, localized fish kills, and oil penetration into the Talbert Wetlands near Huntington Beach; and

WHEREAS, efforts are being made to protect nearby ecological preserves and other sensitive habitat; and

WHEREAS, the aging nature of the oil field systems creates the potential for continued oil releases or additional pipe ruptures, further increasing the damage and impacts to the Orange County coastline, wildlife, fisheries and ecological preserves; and

WHEREAS, the oil spill has the potential for economic impacts for community members, businesses, government agencies, and others due to the loss of access, tourism, and impacts to commercial and recreational fishing and watersports; and

WHEREAS, the conditions caused by the oil spill create conditions of disaster or extreme peril to the safety of the persons and property within the coastal areas of the County of Orange; and

WHEREAS, the conditions caused by the oil spill and the associated need to protect County residents, property and natural resources from the oil spill effects are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Orange or other impacted local jurisdictions;

WHEREAS, at the request of the Director of Emergency Services, the Chairman of the Emergency Management Council, on October 4, 2021, did proclaim the existence of local emergency within the County of Orange; and

WHEREAS, the Board of Supervisors does hereby find that the aforesaid conditions did warrant and necessitate the proclamation of the existence of a local emergency; and

Attachment C

WHEREAS, the Board of Supervisors also finds a local emergency does exist and shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors does hereby ratify the Chair of the Emergency Management Council's October 4, 2021, Proclamation of a Local Emergency.

BE IT FURTHER RESOLVED that all powers, functions, and duties of the emergency organization of the County of Orange shall be vested in such persons as prescribed by federal and state law, by County ordinances and resolutions, and by the Orange County Emergency Plan now in effect.

BE IT FURTHER RESOLVED that all County departments and agencies take those actions, measures, and steps deemed necessary to assure the safety and welfare of Orange County citizens and property, including requesting mutual aid to the extent such aid is necessary.

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OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-2
October 5, 2021

M E M O R A N D U M

September 29, 2021

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session to be held on Tuesday, October 5, 2021, for the Board to consider anticipated litigation pursuant to Government Code section 54956.9(d)(2).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO
LITIGATION pursuant to Government Code section
54956.9(d)(2).
Number of Cases: Eight Cases.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2021 SEP 29 AM 10:30
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS



RECEIVED

2021 OCT -4 AM 11:16

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-3
October 5, 2021

MEMORANDUM

October 4, 2021

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session; Anticipated Litigation: Initiation of Litigation

In accordance with Government Code section 54954.2(b)(2), and upon a two-thirds vote of the members of the Board of Supervisors present, I am requesting that a supplemental closed session be held on October 5, 2021, for the Board to confer with legal counsel concerning the initiation of litigation, the coordination of legal action with other affected entities, and the possible retention of outside counsel.

On October 2, 2021, the United States Coast Guard detected an oil spill off the coast of Orange County, with an oil sheen radius of approximately 13 miles. Reports of oil coming onshore on multiple Orange County beaches were received on Sunday, October 3, 2021, and the oil spill is now expected to affect approximately 8 miles of beachline, including Huntington Beach and the jetty adjacent to Newport Beach. Initial reports indicate that the oil spill originated from the rupture of an underwater pipeline from the aging Elly platform, located at the Beta oilfield off the coast of Orange County and is currently estimated to exceed 125,000 gallons (3,000 barrels). The Elly platform and the adjacent Elly platforms are operated by Beta Offshore, a division of the Amplify Energy Corporation. The spill may be ongoing. The conditions caused by the oil spill could create conditions of disaster or extreme peril to the safety of the persons and property within the coastal areas of the County of Orange, and the County may have legal remedies under federal and state law, including, but not limited to, the Oil Pollution Act, 33 U.S.C. §§ 2701-2761.

These matters came to the attention of the County subsequent to the meeting agenda being posted and this oil spill requires the County to take immediate action. Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL –
ANTICIPATED LITIGATION: INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4).
Number of Cases: Multiple

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO