

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

4 3. The policy or policies of insurance maintained by CONTRACTOR shall provide the
5 minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
6 Commercial General Liability	\$1,000,000 per occurrence
7	\$2,000,000 aggregate
8	
9	
10 Automobile Liability including coverage	\$1,000,000 combined
11 for owned, non-owned and hired vehicles	single limit each accident
12	
13 Employers Liability Insurance	\$1,000,000 per occurrence
14	

15 4. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella
16 policies when required must provide Follow Form coverage.

17 E. REQUIRED COVERAGE FORMS

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

21 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA
22 0012, CA 00 20, or a substitute form providing coverage at least as broad.

23 F. REQUIRED ENDORSEMENTS

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

26 a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least
27 as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents
28 as Additional Insureds, or provide blanket coverage, which shall state As Required by Written Contract.

29 b. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at
30 least as broad evidencing that CONTRACTOR's insurance is primary, and any insurance or self-insurance
31 maintained by COUNTY shall be excess and non-contributing.

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

35 3. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of
36 any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation
37 is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to

1 provide written notice of cancellation may constitute a material breach of the Contract, upon which
2 COUNTY may suspend or terminate this Contract.

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

5 5. Insurance certificates should be forwarded to the department address listed in the Referenced
6 Contract Provisions.

7 6. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven
8 (7) calendar days of notification by CEO/Purchasing or the department purchasing division, the Contract
9 may be terminated.

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

14 8. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements.
15 If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY
16 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may
17 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
18 remedies.

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

22 G. SUBMISSION OF INSURANCE DOCUMENTS

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

24 a. Prior to the start date of this Contract.

25 b. No later than the expiration date for each policy.

26 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
27 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

37 //

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

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

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

10 **XIII. INSPECTIONS AND AUDITS**

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

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

25 C. AUDIT RESPONSE

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

31 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement
32 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
33 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
34 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
35 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
36

37 //

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

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

7 8 **XIV. LICENSES AND LAWS**

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

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

- 20 1. ARRA of 2009.
- 21 2. 42 CFR, Public Health, H&SC 121025.
- 22 3. HIPAA Privacy Rule, as it may now exist, or be hereafter amended, as applicable.
- 23 4. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 24 5. WIC §15600, et seq., Elder Abuse and Dependent Adult Civil Protection Act.
- 25 6. 45 CFR Part 76, Drug Free Work Place.
- 26 7. CCR, Title 22, Division 6, Community Care Licensing Division.
- 27 8. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
28 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

29 30 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

37 //

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

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

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

14
15 **XVI. MAXIMUM OBLIGATION**

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

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

20
21 **XVII. MINIMUM WAGE LAWS**

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

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

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

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36 //
37 //

XVIII. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

34 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
37 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,

1 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
2 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
3 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
4 Article 1 (§10800, et seq.) of the California Code of Regulations; 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 paragraph,
8 Discrimination includes, but is not limited to the following based on one or more of the factors identified
9 above:

- 10 1. Denying a client or potential client any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a client which is different or is provided in a different
12 manner or at a different time from that provided to other clients.
- 13 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
14 others receiving any service or benefit.
- 15 4. Treating a client differently from others in satisfying any admission requirement or condition,
16 or eligibility requirement or condition, which individuals must meet in order to be provided any service
17 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 clients
20 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all complaints
21 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
22 ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.

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

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

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

36 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
37 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

1 | secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
2 | otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce
3 | rights secured by federal or state law.

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

8 | **XIX. NOTICES**

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

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

14 | 2. When faxed, transmission confirmed;

15 | 3. When sent by Email; or

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

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

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

26 | D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
27 | ADMINISTRATOR.

28 | **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

32 | B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
33 | any applicable public event or meeting. The notification must include the date, time, duration, location
34 | and purpose of the public event or meeting. Any promotional materials or event related flyers must be
35 | approved by ADMINISTRATOR prior to distribution.
36 |

37 | //

XXV. TERM

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

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

XXVI. TERMINATION

10
11
12 A. Either party may terminate this Contract, without cause, upon ninety (90) calendar days written
13 notice given the other party.

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

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

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

D. CONTINGENT FUNDING

- 24
25 1. Any obligation of COUNTY under this Contract is contingent upon the following:
26 a. The continued availability of federal, state and county funds for reimbursement of
27 COUNTY's expenditures, and
28 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
29 approved by the Board of Supervisors.

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

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

- 1 F. In the event this Contract is terminated by either party, CONTRACTOR shall do the following:
- 2 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
- 3 consistent with recognized standards of quality care and prudent business practice.
- 4 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 5 performance during the remaining contract term.
- 6 3. Until the date of termination, continue to provide the same level of service required by this
- 7 Contract.
- 8 4. If records are to be transferred to COUNTY, pack and label such records in accordance with
- 9 directions provided by ADMINISTRATOR.
- 10 5. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 11 supplies purchased with funds provided by COUNTY.
- 12 6. To the extent services are terminated, cancel outstanding commitments covering the
- 13 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 14 commitments which relate to personal services. With respect to these canceled commitments,
- 15 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 16 arising out of such cancellation of commitment which shall be subject to written approval of
- 17 ADMINISTRATOR.

18 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be

19 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

20

21 **XXVII. THIRD PARTY BENEFICIARY**

22 Neither party hereto intends that this Contract shall create rights hereunder in third parties including,

23 but not limited to, any subcontractors or any clients provided services pursuant to this Contract.

24

25 **XXVIII. WAIVER OF DEFAULT OR BREACH**

26 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any

27 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this

28 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default

29 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

30 //

31 //

32 //

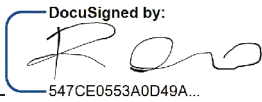
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34 //

35 //

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

3
4 COPELAND EQUITY AND IMPACT SOLUTIONS, LLC
5 DBA EQUITY & IMPACT SOLUTIONS, LLC

6
7  BY: _____ DATED: 3/9/2023
8

9
10 TITLE: Founder & Principal
11 _____

12
13
14
15 COUNTY OF ORANGE

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

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

27  BY: _____ DATED: 3/9/2023
28
29 DEPUTY

30
31
32
33
34 If CONTRACTOR 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 or
36 any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
37 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 CONTRACT FOR PROVISION OF
HIV COMMUNITY ENGAGEMENT AND NEEDS ASSESSMENT SERVICES
WITH
COPELAND EQUITY AND IMPACT SOLUTIONS LLC
MAY 15, 2023 THROUGH APRIL 14, 2024

I. BUDGET

A. The following Budget is set forth for informational purposes only:

SERVICES/CONTRACT ACTIVITIES

Community Engagement	\$	50,000
Needs Assessment	\$	100,000
Subcontracts	\$	25,000

Contract Total \$ 175,000

B. CFDA INFORMATION

1. This Contract includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Contract are specified below:

CFDA Year:	2023
CFDA No:	93.94
FAIN No:	NU62PS924630
Program Title:	Integrated HIV Programs for Health Departments to Support Ending the HIV Epidemic in the United States
Federal Agency:	Centers for Disease Control and Prevention
Award Name:	Ending the HV Epidemic in the United States
Indirect Rate:	California Department of Public Health Approved Indirect Cost Rate 20.71%
Amount:	\$175,000 (estimated annually)
R&D Award:	No

2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR is responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

3. ADMINISTRATOR may revise the CFDA information listed above and shall notify CONTRACTOR in writing of said revisions.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

II. PAYMENTS

A. COUNTY shall pay CONTRACTOR upon completion of each contracted activity as specified in the table provided below, and as described in the Paragraph IV, Services, subparagraph C, of Exhibit A to this Contract. The total of such payments shall not exceed COUNTY's Maximum Obligation, as set forth in the Referenced Contract Provisions of the Contract; provided CONTRACTOR's costs are reimbursable pursuant to county, state and/or federal regulations. All payments are interim payments only and are subject to final settlement in accordance with the Cost Report Paragraph of the Contract.

B. COUNTY shall reimburse CONTRACTOR quarterly or upon full completion of each service deliverable described below:

SERVICE DELIVRABLE	AMOUNT
Needs Assessment - Deliverable One	\$ 50,000
Community Engagement - Deliverable Two	\$ 25,000
Needs Assessment - Deliverable Three	\$ 50,000
Community Engagement - Deliverable Four	\$ 50,000
Total Payments	\$ 175,000

C. ADMINISTRATOR shall use the Expenditure Report specified in the Reports Paragraph of this Exhibit A to the Contract to determine payment to CONTRACTOR.

D. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Billings are due no later than twentieth (20th) calendar day of the billing month and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed billing form.

E. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, invoices, bank statements, canceled checks, receipts, receiving records and records of services provided. ADMINISTRATOR may require CONTRACTOR to submit documentation in support of billings.

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

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

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

III. REPORTS

A. CONTRACTOR shall maintain records and make reports as required by ADMINISTRATOR. CONTRACTOR understands that failure to provide said reports or meet any of the requirements of this

1 Reports Paragraph shall be cause for ADMINISTRATOR to withhold or delay any or a portion of
2 payments to CONTRACTOR, as specified in the Payments Paragraph of this Exhibit A to the Contract.

3 B. FISCAL - In support of billings, CONTRACTOR shall submit Expenditure Reports to
4 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR
5 and shall report actual activities and other expenses associated with the specific Deliverables as described
6 in the Services Paragraph of this Exhibit A to the Contract. The reports are due to ADMINISTRATOR
7 no later than the twentieth (20th) calendar day of the billing month being reported, unless otherwise agreed
8 to in writing by ADMINISTRATOR.

9 C. PROGRAMMATIC - CONTRACTOR shall submit a quarterly narrative report of services to
10 ADMINISTRATOR. These reports shall be on a form provided or approved by ADMINISTRATOR and
11 shall include but not be limited to, summary of program activities, accomplishments and challenges,
12 efforts to reach priority populations. CONTRACTOR shall state whether it is or is not progressing
13 satisfactorily in achieving all the terms of this Contract and, if not, shall specify what steps shall be taken
14 to achieve satisfactory progress. The reports are due on the fourth Friday of January and July each Period.

15 D. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by
16 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.
17 ADMINISTRATOR shall be specific as to the nature of information requested and, when possible, shall
18 allow thirty (30) calendar days for CONTRACTOR to respond.

19 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
20 Paragraph of this Exhibit A to the Contract.

21 22 **IV. SERVICES**

23 A. PRIORITY POPULATIONS - Community Engagement and Needs Assessment services shall
24 focus on African American (AA)/Black people living with HIV (PLWH) or at risk of HIV who reside in
25 Orange County. Services also shall prioritize key stakeholders including HIV service providers and
26 community, civic, and/or faith-based organizations who represent and/or serve AA/Black communities in
27 Orange County.

28 B. COMMUNITY ENGAGEMENT AND NEEDS ASSESSMENT SERVICES - CONTRACTOR
29 shall provide the following services:

30 1. Planning and implementation of community engagement and needs assessment activities,
31 which include but are not limited to surveys, focus groups, key informant interviews, listening sessions,
32 and/or community forums to inform the delivery of, and improve access to, HIV care and prevention
33 services for AA/Black populations in Orange County.

34 2. Developing a community mobilization strategy to effectively engage and partner with key
35 stakeholders to respond to findings and recommendations from needs assessment activities.

36 3. Collaborating with ADMINISTRATOR in the planning and implementation of all activities,
37 including but not limited to the following:

1 a. Participating in monthly planning meetings with COUNTY to provide updates on
2 progress towards meeting deliverables.

3 b. Meeting with key stakeholders and other mutually identified partners, as needed.

4 4. Conducting community engagement and needs assessment activities with priority
5 population(s) to include:

6 a. Engaging Black/AA PLWH or at risk for HIV, HIV service providers, and Black/AA
7 serving community, civic, and/or faith-based organizations in Orange County.

8 C. DELIVERABLES - CONTRACTOR shall provide the deliverables described below:

9 1. **Deliverable One** – Needs Assessment. CONTRACTOR shall develop quantitative and
10 qualitative data collection instruments by August 31, 2023:

11 a. Review existing data and information related to the HIV epidemic in Orange County
12 provided by ADMINISTRATOR;

13 b. Ensure review and approval of data collection instruments prior to implementation from
14 ADMINISTRATOR.

15 1. **Deliverable Two** - Identifying and subcontracting with at least one (1) Black/AA serving
16 organization in Orange County to support the needs assessment and community mobilization process, to
17 include but not limited to providing input on data collection tools, summary report and other collateral
18 materials, implementation of a community forum, and community mobilization strategy/workplan by
19 September 30, 2023.

20 2. **Deliverable Three** – Needs Assessment. CONTRACTOR shall complete needs assessment
21 activities, summary report, and community mobilization workplan by December 31, 2023:

22 a. Implement up to 15 key informant interviews, one (1) online survey, and two (2) focus
23 groups with priority populations/key stakeholders;

24 b. Identify priority populations/key stakeholders to participate in needs assessment activities
25 described in collaboration with ADMINISTRATOR;

26 c. Provide incentives (stipends and or gift cards) for participants of needs assessment
27 activities, with gift cards being restricted to not allow for the purchase of tobacco, alcohol, or firearms;

28 d. Develop a comprehensive needs assessment summary report and related collateral materials
29 (executive summary and PowerPoint presentation) detailing findings and recommendations from
30 community engagement and needs assessment services;

31 e. Use of a graphic designer to develop summary report and related collateral materials;

32 f. Ensure review and approval of summary report and related collateral materials prior to
33 release from ADMINISTRATOR.

34 g. Develop a 12-month community mobilization strategy/workplan to support implementation
35 of recommendations identified through the needs assessment and ongoing community engagement and
36 mobilization of the Black/AA community in Orange County;
37

1 h. Ensure review and approval of community mobilization strategy/workplan prior to release
2 from ADMINISTRATOR.

3 **4. Deliverable Four** – Community Engagement. CONTRACTOR shall plan and implement a
4 community forum in partnership with at least one (1) Black/AA serving organization in Orange County to
5 disseminate needs assessment findings and recommendations to priority populations/key stakeholders by
6 April 1, 2024.

7 D. TIMELINE - The Deliverables described in this Services paragraph of Exhibit A to the Contract
8 can be revised to mutually agreed upon dates between ADMINISTRATOR and CONTRACTOR, as
9 needed.

10 E. FACILITIES - All activities described under this Services paragraph of Exhibit A to the Contract
11 must be conducted at mutually agreed upon locations/facilities between ADMINISTRATOR and
12 CONTRACTOR. CONTRACTOR may also provide activities in a virtual format with prior approval of
13 ADMINISTRATOR.

14 F. DELIVERABLES SUMMARY – Provided in the table below is a summary of
15 activities/deliverables and costs and timelines for completion.
16

17 Deliverables Summary	18 Amount	19 Timeline
20 Deliverable 1: Needs Assessment - Development of data collection instruments	\$50,000	August 31, 2023
21 Deliverable 2: Community Engagement - Identifying and subcontracting with at least one (1) Black/AA serving organization to support needs assessment activities and implementation of community forum	\$25,000	September 30, 2023
22 Deliverable 3: Needs Assessment - Completion of needs assessment activities, summary report, and community mobilization workplan 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 <ul style="list-style-type: none"> • One (1) online survey, two (2) focus groups, and 15 key informant interviews • One (1) comprehensive needs assessment summary report/community mobilization strategy and related collateral materials 	\$50,000	December 31, 2023
Deliverable 4: Community Engagement - Planning and implementation of a community forum in partnership with at least one (1) Black/AA serving organization	\$50,000	April 1, 2024