

1 CONTRACT FOR PROVISION OF  
 2 HIV COMMUNITY ENGAGEMENT AND NEEDS ASSESSMENT SERVICES  
 3 BETWEEN  
 4 COUNTY OF ORANGE  
 5 AND  
 6 COPELAND EQUITY AND IMPACT SOLUTIONS, LLC  
 7 DBA EQUITY & IMPACT SOLUTIONS, LLC  
 8 MAY 15, 2023 THROUGH APRIL 24, 2024  
 9

10 THIS CONTRACT entered into this 15th day of May 2023, is by and between the COUNTY OF  
 11 ORANGE, a political subdivision of State of California (COUNTY) and COPELAND EQUITY  
 12 AND IMPACT SOLUTIONS, LLC dba EQUITY & IMPACT SOLUTIONS, LLC, a California  
 13 Partnership (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein  
 14 individually as “Party” or collectively as “Parties.” The County of Orange Health Care Agency  
 15 (ADMINISTRATOR) shall administer this Contract.

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

18  
 19 WHEREAS, COUNTY received Ending the HIV Epidemic (EHE) Initiative funding from the Centers for  
 20 Disease Control and Prevention (CDC) for the project titled, “Integrated HIV Programs for Health  
 21 Departments to Support Ending the HIV Epidemic in the United States” through the California Department of  
 22 Public Health, Office of AIDS (OA); and

23 WHEREAS, the African American (AA)/Black population is disproportionately impacted by Human  
 24 Immunodeficiency Virus disease (HIV); and

25 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of HIV  
 26 Community Engagement and Needs Assessment Services with a focus on AA/Black people living with  
 27 HIV (PLWH) or at risk of HIV to improve health status along the HIV Continuum of Care and increase  
 28 access to HIV related services described herein to the residents of Orange County; and

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

31 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** May 15, 2023 through April 14, 2024

**Maximum Obligation:** \$175,000

**Basis for Reimbursement:** Negotiated Amount and Actual Cost

**Payment Method:** Quarterly

**Contractor Unique Identifier:** P231ADLEDGZ8

**Contractor Tax ID Number:** 87-1836227

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Copeland Equity and Impact Solutions LLC  
Raniyah Copeland  
5130 Deane Ave  
Windsor Hills, CA 90043-2311  
Email: [raniyah@equityimpacts.com](mailto:raniyah@equityimpacts.com)

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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. AIDS	Acquired Immune Deficiency Syndrome
5	B. ARRA	American Recovery and Reinvestment Act
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CDPH/OA	California Department of Public Health, Office of AIDS
9	F. CEO	County Executive Office
10	G. CFR	Code of Federal Regulations
11	H. CHPP	COUNTY HIPAA Policies and Procedures
12	I. COI	Certificate of Insurance
13	J. DHCS	Department of Health Care Services
14	K. DRS	Designated Record Set
15	L. ePHI	Electronic Protected Health Information
16	M. GAAP	Generally Accepted Accounting Principles
17	N. HCA	Health Care Agency
18	O. HHS	Health and Human Services
19	P. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
20		Law 104-191
21	Q. HITECH Act	The Health Information Technology for Economic and Clinical Health Act,
22		Public Law 111-005
23	R. HIV	Human Immunodeficiency Virus
24	S. HSC	California Health and Safety Code
25	T. ISO	Insurance Services Office
26	U. OCR	Office for Civil Rights
27	V. OIG	Office of Inspector General
28	W. OMB	Office of Management and Budget
29	X. OPM	Federal Office of Personnel Management
30	Y. PHI	Protected Health Information
31	Z. PRA	Public Record Act
32	AA. QI	Quality Improvement
33	AB. SIR	Self-Insured Retention
34	AC. USC	United States Code
35	AD. WIC	State of California Welfare and Institutions Code

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## II. ALTERATION OF TERMS

1  
2 A. This Contract, together with Exhibit A attached hereto and incorporated herein, fully expresses  
3 the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this  
4 Contract.

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

## III. COMPLIANCE

10  
11 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
12 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
13 programs.

14 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
15 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
16 General Compliance and Annual Provider Trainings.

17 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
18 Compliance Program, Code of Conduct and any Compliance related policies and procedures.  
19 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall  
20 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
21 by ADMINISTRATOR's Compliance Officer as described in this Paragraph III (COMPLIANCE). These  
22 elements include:

- 23 a. Designation of a Compliance Officer and/or compliance staff.
- 24 b. Written standards, policies and/or procedures.
- 25 c. Compliance related training and/or education program and proof of completion.
- 26 d. Communication methods for reporting concerns to the Compliance Officer.
- 27 e. Methodology for conducting internal monitoring and auditing.
- 28 f. Methodology for detecting and correcting offenses.
- 29 g. Methodology/Procedure for enforcing disciplinary standards.

30 3. If CONTRACTOR does not provide proof of its own Compliance program to  
31 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's  
32 Compliance Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within  
33 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR  
34 shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

35 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any  
36 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall  
37 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to

1 ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR’s  
 2 Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not  
 3 exceed forty five (45) calendar days, and determine if CONTRACTOR’s proposed compliance program  
 4 and code of conduct contain all required elements to ADMINISTRATOR’s satisfaction as consistent with  
 5 the HCA’s Compliance Program and Code of Conduct. ADMINISTRATOR shall inform  
 6 CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance  
 7 program and code of conduct to meet ADMINISTRATOR’s required elements within thirty (30) calendar  
 8 days after ADMINISTRATOR’s Compliance Officer’s determination and resubmit the same for review  
 9 by ADMINISTRATOR.

10 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that  
 11 CONTRACTOR’s compliance program, code of conduct and any Compliance related policies and  
 12 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
 13 relative to this Contract are made aware of CONTRACTOR’s compliance program, code of conduct,  
 14 related policies and procedures and contact information for ADMINISTRATOR’s Compliance Program.

15 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
 16 retained to provide services related to this Contract semi-annually to ensure that they are not designated  
 17 as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General  
 18 Services Administration's Excluded Parties List System or System for Award Management, the Health  
 19 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California  
 20 Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by  
 21 ADMINISTRATOR.

22 1. For purposes of this Paragraph III (COMPLIANCE), Covered Individuals includes all  
 23 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health  
 24 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
 25 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,  
 26 subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred  
 27 sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point  
 28 when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall  
 29 ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR’s  
 30 Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR’s own  
 31 compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected  
 32 to use its own).

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

34 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal  
 35 and state health care programs; or

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37 //

1 b. has been convicted of a criminal offense related to the provision of health care items or  
2 services and has not been reinstated in the federal and state health care programs after a period of  
3 exclusion, suspension, debarment, or ineligibility.

4 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
6 Contract.

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

13 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
15 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
16 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

23 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
24 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
25 Such individual or entity shall be immediately removed from participating in any activity associated with  
26 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
27 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly  
28 return any overpayments within forty-five (45) business days after the overpayment is verified by  
29 ADMINISTRATOR.

30 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance  
31 Training available to Covered Individuals.

32 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
33 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
34 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
35 representative to complete the General Compliance Training when offered.

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



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

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

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

8 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider  
9 Training, where appropriate, available to Covered Individuals.

10 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
11 Individuals relative to this Contract.

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

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

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

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

21 E. INVOICING AND DOCUMENTATION COMPLIANCE STANDARDS

22 1. CONTRACTOR shall take reasonable precaution to ensure that the invoices for same are  
23 prepared and submitted in an accurate and timely manner and are consistent with federal, state and county  
24 laws and regulations. This includes compliance with federal and state health care program regulations  
25 and procedures or instructions otherwise communicated by regulatory agencies or their agents.

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

28 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
29 fully documented.

30 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
31 invoicing, if and when, any such problems or errors are identified.

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

34 F. Failure to comply with the obligations stated in this Paragraph III (COMPLIANCE) shall  
35 constitute a breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate  
36 the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
37 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this

1 Paragraph III (COMPLIANCE) prior to ADMINITRATOR's right to terminate this Contract on the basis  
2 of such default.

#### 3 4 **IV. CONFIDENTIALITY**

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

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

#### 15 16 **V. CONFLICT OF INTEREST**

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

24 B. The Parties hereto acknowledge that CONTRACTOR may be affiliated with one or more  
25 organizations or professional practices located in Orange County. CONTRACTOR therefore warrants that  
26 he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict  
27 of interest. Except as specified in the Services Paragraph of the Contract, CONTRACTOR shall not  
28 knowingly undertake any act which unjustifiably results in any relative benefit to any organization or  
29 professional practice with which he/she is affiliated as a direct or indirect result, whether economic or  
30 otherwise in nature, of the performance of duties and obligations required by the Contract, when compared  
31 to the result such act has on any other organization or professional practice.

32 C. CONTRACTOR shall annually submit an Outside Employment and/or Other Affiliation  
33 Statement to their supervisor.

#### 34 35 **VI. COST REPORT**

36 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
37 following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with

1 all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of  
2 this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost  
3 centers, services, and funding sources in accordance with such requirements and consistent with prudent  
4 business practice, which costs and allocations shall be supported by source documentation maintained by  
5 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

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

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

13 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
14 pursuant to any or all Contracts between COUNTY and CONTRACTOR until such time that the accurate  
15 and complete Cost Report is delivered to ADMINISTRATOR.

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

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

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

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

37 //

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

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

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

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

23  
 24 Signed \_\_\_\_\_  
 25 Name \_\_\_\_\_  
 26 Title \_\_\_\_\_  
 27 Date \_\_\_\_\_"

28  
 29 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

30  
 31 A. CONTRACTOR certifies that it and its principals:

32 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
 33 voluntarily excluded by any federal department or agency.

34 2. Have not within a three-year period preceding this Contract been convicted of or had a civil  
 35 judgment rendered against them for commission of fraud or a criminal offense in connection with  
 36 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
 37 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

1 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen  
2 property.

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

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

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

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

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

### 18 **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

19 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
20 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
21 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
22 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
23 Any attempted assignment or delegation in derogation of this paragraph shall be void.  
24

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

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

33 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
34 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
35 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
36 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
37 //

1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
2 delegation in derogation of this subparagraph shall be void.

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

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

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

16 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY  
17 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to  
18 COUNTY for the provision of services under the Contract.

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

23 1. After approval of a subcontractor, ADMINISTRATOR may revoke the approval of a  
24 subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor  
25 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
26 has required.

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

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

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

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**IX. DISPUTE RESOLUTION**

1  
2 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
3 dispute concerning a question of fact arising under the terms of the Contract is not disposed of in a  
4 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to  
5 the attention of the County Purchasing Agent by way of the following process:

6 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final  
7 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving  
8 the Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

9 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such  
10 demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand a  
11 written statement signed by an authorized representative indicating that the demand is made in good faith,  
12 that the supporting data are accurate and complete, and that the amount requested accurately reflects the  
13 Contract adjustment for which CONTRACTOR believes COUNTY is liable.

14 B. Pending the final resolution of any dispute arising under, related to, or involving the Contract,  
15 CONTRACTOR agrees to proceed diligently with the performance of services secured via the Contract,  
16 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed  
17 diligently shall be considered a material breach of the Contract.

18 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
19 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision  
20 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
21 decision adverse to CONTRACTOR's contentions.

22 D. The Contract has been negotiated and executed in the State of California and shall be governed by  
23 and construed under the laws of the State of California. In the event of any legal action to enforce or  
24 interpret the Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
25 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such  
26 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree  
27 to waive any and all rights to request that an action be transferred for adjudication to another county.

**X. EMPLOYEE ELIGIBILITY VERIFICATION**

28  
29  
30 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
31 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
32 consultants performing work under this Contract meet the citizenship or alien status requirements set forth  
33 in federal statutes and regulations. CONTRACTOR shall obtain from all employees, subcontractors, and  
34 consultants performing work hereunder, all verification and other documentation of employment  
35 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
36 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they  
37 //

1 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
2 employees, subcontractors, and consultants for the period prescribed by the law.

3  
4 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

10  
11 **XII. INDEMNIFICATION AND INSURANCE**

12 A. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required  
13 insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy  
14 COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR  
15 agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to  
16 COUNTY during the entire term of this Contract.

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

26 C. All self-insured retentions (SIR)’s shall be clearly stated on the Certificate of Insurance. Any SIR  
27 in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the COUNTY’s Risk  
28 Manager, or designee. COUNTY reserves the right to require current audited financial reports from  
29 CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any  
30 and all claims resulting or arising from CONTRACTOR’s services in accordance with the indemnity  
31 provision stated in this Contract.

32 **D. QUALIFIED INSURER**

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

36 //  
37 //



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>
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 combined single limit each accident
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 //

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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**XVIII. NONDISCRIMINATION****A. EMPLOYMENT**

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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 //

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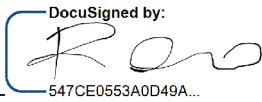
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1 IN WITNESS WHEREOF, the parties have executed this Contract in the County of Orange, State of  
2 California.

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:

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

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	18	19	20
	<b>Deliverables Summary</b>	<b>Amount</b>	<b>Timeline</b>
21	Deliverable 1: Needs Assessment - Development of data collection instruments	\$50,000	August 31, 2023
22	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
23	Deliverable 3: Needs Assessment - Completion of needs assessment activities, summary report, and community mobilization workplan	\$50,000	December 31, 2023
24	<ul style="list-style-type: none"> <li>• One (1) online survey, two (2) focus groups, and 15 key informant interviews</li> <li>• One (1) comprehensive needs assessment summary report/community mobilization strategy and related collateral materials</li> </ul>		
25	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
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