

Revision to ASR and/or Attachments

Date:	November 10, 2021	N	
То:	Clerk of the Board of Supervisors	T	
CC:	County Executive Office Find	99	
From:	Clayton Chau, Agency Director, Health Care Agency	0	
Re:	ASR Control #: <u>21-000913</u> , Meeting Date <u>11/16/21</u> , Item No. # <u>17</u>		
Subject:	Contract for Population Health and Equity		

Explanation:

The Health Care Agency would like to make the following changes:

Current Year Cost: \$6,282,272 \$6,090,510

Annual Cost: FY 2022-23 \$9,423,407 \$9,744,817 FY 2023-24 \$2,355,852 \$2,436,204

 \boxtimes Revised Recommended Action(s)

2. Approve Contract with Multi-Ethnic Collaborative of Community Agencies Orange County United Way for provision of supporting Partner Outreach, Engagement, and Grants Administration Support Services for the term of November 216, 2021, through September 30, 2023, for an amount not to exceed \$15,300,000 \$15,510,000 (\$1,200,000 \$1,410,000 for expenses related to outreach and engagement of community participants and \$14,100,000 to be allocated to various subrecipient participation and implementation grants to community partners and participation stipends for community residents involved in the Orange County Health Equity Coalition, Social Determinants of Health Priority Action Areas and other grant related activities).

7. Authorize the County Procurement Officer or authorized Deputy to execute the Contracts with Institute for Healthcare Improvement, Multi-Ethnic Collaborative of Community Agencies, Orange County United Way, Advance OC, Public Health Institute and Celery Design Collaborative, LLC as referenced in the Recommended Actions above.

Make modifications to the:

Subject

🛛 Background Information 🗌 Summary 🗌 Financial Impact

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Phase 1 (5 months): Planning, Recruitment & Readiness

To convene the community to identify and select priority action areas related to specific social determinants of health and engage community teams in taking collective actions by changing the conditions that contribute to COVID-19 disparities. Activities: To support the Equity in OC Initiative, convene an OC Health Equity Coalition (Coalition) with cross-sector community stakeholders. With the Coalition, identify three social determinants of health priority action areas (e.g., food insecurity, digital divide, access to green spaces, social inclusion and safety). Convene six population health equity collectives (i.e., API, Black, Individuals with Disability, Latinx, LGBTQ • and Older Adults) to support increased capacity. Create awareness about opportunities to join the Equity in OC Initiative. Recruit teams from individual communities to join the Equity in OC Initiative. Prepare content and expert knowledge about community-based methods to reduce disparities related to action areas. Prepare action area-specific data gathering and metrics for local participant use. • Institute for Healthcare Improvement (IHI): Population Health and Equity Partnership Services **Roles:** Lead strategic planning effort to identify three social determinants of health priority action areas and performance metrics. Guide the use of data and community input to select three social determinants of health priority action areas. Gather experts and existing best practices to address each social determinants of health priority action area. Multi-Ethnic Collaborative of Community Agencies (MECCA): Partner Outreach, Engagement and Grant Administration Support Services Orange County United Way: Engage in outreach with communities interested in joining the initiative. Focus will be on targeted previously under-represented or disengaged communities. Administer participation grants and stipends for partner community-based organizations and historically under-represented populations. Administer grants to six population health equity collectives to support their organization and collective action. Advance OC: Data Analytic and OC Equity Map Engagement and Platform Enhancement Services Support selection of social determinants of health priority action areas using the OC Equity Map, community surveys, and other data sources. Support selection and development of outcome and process metrics for each action area. Engage communities in understanding COVID-19 disparities and in building will to collaborate to make changes. Celery Design Collaborative, LLC. (Celery): Communication and Media Campaign Services Create communication tools to support activities of the Equity in OC Initiative and how COVID-19 ٠ disparities are linked to social determinants of health. Create communication materials to support the Equity in OC Initiative, including recruitment and education tools. Develop website and social media platforms to assure transparency about the Equity in OC Initiative activities, progress and learnings form the phases and activities. Public Health Initiative (PHI): Workforce Development and Equity Technical Assistance Convene learning collaborative of cross-jurisdictions of Southern California local health departments for shared learnings and collaborations for on-going COVID-19 recovery. Provide technical assistance to HCA as it operationalizes health equity along with community partners to reduce the impact of COVID-19 disparities. Phase 2 (15 months): Action and Learning To focus on supporting communities to make local changes that reduce COVID-19 disparities resulting from social determinants of health, participants will receive guidance and coaching from experts in the given

 neighborhoods, improve health fiteracy and access to information, increase broadband access in communitize impacted by COVID-19). Activities: Convene participating communities in the "Action and Learning Community" (ALC) to learn from experimed each other about how to make changes to address the three social determinants of health priority actio areas. Host learning sessions to support collaborative learning from experts. Conduct monthly webinars with participants of the social determinants of health priority action areas provide coaching and technical assistance. Support six population health equity collectives to act on the identified needs for their respective communitie dadress priority action areas. Between learning sessions, hold monthly webinars to coach local community teams on how successfully apply their interventions. Support sority action areas. Between learning sessions, hold monthly webinars to coach local community teams on how successfully apply their interventions. Support communities to identify and gather metrics that accurately track performance outcomes. MECCA-Orange County United Way: Administer implementations grants to participating communities to support their local changes th address the social determinants of health priority action areas. Focus on monitoring and continued, as appropriate, issuance of participation grants and stipends support involvement of small organizations and frequently under-represented populations.		action area and access to implementation grants for change activities (e.g., create urban farms in local
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• Curate the tools and techniques that worked in participating communities to assure they are available others seeking similar outcomes in the future.	•	
Roles: IHI:	Dolori	

•	Facilitate sustainability planning
•	Support harvesting activities to gather key learning and other contents to be curated
ME	CCA: Orange County United Way:
•	Finalize grant administration and prepare summary report of grantees' performance and process
	outcomes.
Adv	ance OC:
•	Evolve the OC Equity Map capabilities and useability in light of learning throughout the
	community engagement process.
Cele	ery:
•	Continue to curate the website to be a resource for communities not directly involved in the
	initiative but who are interested in similar efforts in their communities.
•	Continue to deploy communications on social media platforms to assure transparency about the
	Equity in OC Initiative activities, progress, and learning.
PHI	<u>:</u>
•	Continue facilitation of the Southern California Local Health Departments Learning Collaborative.
•	Continue to provide technical assistance to HCA as necessary.

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

Attachment B – Contract MA-042-22010253 for Partner Outreach, Engagement, and Grants Support Services Orange County United Way Attachment F – Contract Summary Forms for Attachment A - E Attachment G - Sole Source Request Form for Attachment A-E

1	CONTRACT FOR PROVISION OF
2	PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
3	BETWEEN
4	COUNTY OF ORANGE
5	AND
6	ORANGE COUNTY UNITED WAY
7	NOVEMBER 16, 2021 THROUGH SEPTEMBER 30, 2023
8	
9	THIS CONTRACT entered into this November 16, 2021 (effective date), is by and between the
10	COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Orange County
11	United Way, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR
12	may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract
13	shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee
14	("COUNTY").
15	
16	WITNESSETH:
17	
18	WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Partner
19	Outreach, Engagement, and Grant Support Services described herein to the residents of Orange County;
20	and
21	WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
22	conditions hereinafter set forth:
23	NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein,
24	COUNTY and CONTRACTOR do hereby agree as follows:
25	WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Partner
26	Outreach, Engagement, and Grant Support Services; and
27	WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
28	conditions hereinafter set forth:
29	NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein,
30	COUNTY and CONTRACTOR do hereby agree as follows:
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1		REFERENCED	CONTRACT PRO	VISIONS
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3	Term: Nove	ember 16, 2021 – September 30, 2	2023	
4				
5				
6				
7	Maximum O	bligation: \$15,510,000		
8				
9				
10				
11	Basis for Rei	imbursement: Actual Cost		
12				
13				
14				
15	Payment Me	thod: Monthly in Arrears		
16 17				
17	CONTRACT	FOR DUNS Number: 076064	1017	
19	CUNIKACI		1714	
20				
20	CONTRACT	FOR TAX ID Number: 33-004	7994	
22				
23				
24				
25	Notices to CO	OUNTY and CONTRACTOR:		
26				
27	COUNTY:	County of Orange	CONTRACTOR:	Orange County's United Way
28		Health Care Agency		DBA Orange County United Way
29		Contract Services		18012 Mitchell South
30		405 West 5th Street, Suite 600		Irvine, CA 92614
31		Santa Ana, CA 92701-4637		
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34 35	//			
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2The following standard definitions are for reference purposes only and may or may not apply in3their entirety throughout this Contract:4A. ARRAAmerican Recovery and Reinvestment Act of 20095B. CalWORKsCalifornia Work Opportunity and Responsibility for Kids6C. CAPCorrective Action Plan7D. CCCCalifornia Code of Regulations8E. CCRCalifornia Code of Regulations9F. CESCoordinated Entry System10G. CFRCode of Federal Regulations11H. CHPPCOUNTY HIPAA Policies and Procedures12I. COCContinuum of Care13J. COICertificate of Insurance14K. CPACertified Public Accountant15I. DRSDesignated Record Set16M. EEOCEqual Employment Opportunity Commission17N. EOCEqual Opportunity Clause18O. FFSFee For Service19P. FSCFamily Solutions Collaborative20Q. FTEFull Time Equivalent	1			I. ACRONYMS
4A. ARRAAmerican Recovery and Reinvestment Act of 20095B. CalWORKsCalifornia Work Opportunity and Responsibility for Kids6C. CAPCorrective Action Plan7D. CCCCalifornia Civil Code8E. CCRCalifornia Code of Regulations9F. CESCoordinated Entry System10G. CFRCode of Federal Regulations11H. CHPPCOUNTY HIPAA Policies and Procedures12I. COCContinuum of Care13J. COICertificate of Insurance14K. CPACertified Public Accountant15L. DRSDesignated Record Set16M. EEOCEqual Employment Opportunity Commission17N. EOCEqual Opportunity Clause18O. FFSFee For Service19P. FSCFamily Solutions Collaborative	2	The	e following star	ndard definitions are for reference purposes only and may or may not apply in
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15L. DRSDesignated Record Set16M. EEOCEqual Employment Opportunity Commission17N. EOCEqual Opportunity Clause18O. FFSFee For Service19P. FSCFamily Solutions Collaborative	13	J.	COI	Certificate of Insurance
16M. EEOCEqual Employment Opportunity Commission17N. EOCEqual Opportunity Clause18O. FFSFee For Service19P. FSCFamily Solutions Collaborative	14	К.	CPA	Certified Public Accountant
17N. EOCEqual Opportunity Clause18O. FFSFee For Service19P. FSCFamily Solutions Collaborative	15	L.	DRS	Designated Record Set
18O. FFSFee For Service19P. FSCFamily Solutions Collaborative	16	М.	EEOC	Equal Employment Opportunity Commission
19 P. FSC Family Solutions Collaborative	17	N.	EOC	Equal Opportunity Clause
	18	О.	FFS	Fee For Service
20 Q. FTE Full Time Equivalent	19	Р.	FSC	Family Solutions Collaborative
	20	Q.	FTE	Full Time Equivalent
21 R. GAAP Generally Accepted Accounting Principles	21	R.	GAAP	Generally Accepted Accounting Principles
22 S. HCA County of Orange Health Care Agency	22	S.	HCA	County of Orange Health Care Agency
23T. HIPAAHealth Insurance Portability and Accountability Act of 1996, Public	23	Τ.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
24 Law 104-191	24			Law 104-191
25 U. HMIS Homeless Management Information System	25	U.	HMIS	Homeless Management Information System
26 V. HSC California Health and Safety Code	26	V.	HSC	California Health and Safety Code
27 W. HUD U.S. Department of Housing and Urban Development		W.	HUD	
28 X. MH Mental Health		Χ.	MH	
29 Y. MHSA Mental Health Services Act	29	Υ.	MHSA	
30 Z. OCR Federal Office for Civil Rights				
31 AA. OIG Federal Office of Inspector General				-
32 AB. OMB Federal Office of Management and Budget				
33 AC. OPM Federal Office of Personnel Management				_
34 AD. P&P Policy and Procedure				-
35 AE. PA DSS Payment Application Data Security Standard				
36 AF. PATH Projects for Assistance in Transition from Homelessness				-
37 AG. PC California Penal Code	37	AG.	PC	California Penal Code

1	AH. PCI DSS	Payment Card Industry Data Security Standards		
2	AI. PHI	Protected Health Information		
3	AJ. PII			
4	AJ. PIIPersonally Identifiable InformationAK. PRACalifornia Public Records Act			
5	AK. PRACalifornia Public Records ActAL. PSCProfessional Services Contract System			
6	AL. PSC Professional Services Contract System AM. SIR Self-Insured Retention			
7	AN. SMA	Statewide Maximum Allowable (rate)		
8	AO. SOW	Scope of Work		
9	AP. UOS	Units of Service		
10	AQ. USC	United States Code		
11	AR. WIC	Women, Infants and Children		
12				
13		II. ALTERATION OF TERMS		
14	A. This Contra	ct, together with Exhibits A and B attached hereto and incorporated herein by this		
15	reference, fully expr	ress the complete understanding of COUNTY and CONTRACTOR with respect to		
16	the services and obligations under this Contract.			
17	B. Unless othe	rwise expressly stated in this Contract, no addition to, or alteration of the terms of		
18	this Contract or any	Exhibits thereof, whether written or verbal, made by the Parties, their officers,		
19	employees or agents	s shall be valid unless made in the form of a written amendment to this Contract,		
20	which has been form	nally approved and executed by both Parties.		
21				
22		III. <u>ASSIGNMENT OF DEBTS</u>		
23		tract is followed without interruption by another Contract between the Parties hereto		
24		ices and substantially the same scope, at the termination of this Contract,		
25		all assign to COUNTY any debts owed to CONTRACTOR by or on behalf of		
26		rvices pursuant to this Contract. CONTRACTOR shall immediately notify by mail		
27		Parties, specifying the date of assignment, the County of Orange as assignee, and		
28		payments are to be sent. Payments received by CONTRACTOR from or on behalf		
29	of said persons, shal	l be immediately given to COUNTY.		
30				
31		IV. <u>COMPLIANCE</u>		
32		NCE PROGRAM - COUNTY has established certain policies and procedures		
33		ince Program and Code of Conduct, and offers Annual Provider Trainings (together,		
34		m") for the purpose of ensuring adherence to all rules and regulations related to		
35	federal and state hea	Ith care programs.		
36	//			
37	//			

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

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

- 9
- a. Designation of a Compliance Officer and/or compliance staff.
- 10
- b. Written standards, policies and/or procedures.
- 11 12
- d. Communication methods for reporting concerns to the Compliance Officer.

c. Compliance related training and/or education program and proof of completion.

- 13
- 14
- f. Methodology for detecting and correcting offenses.
- 15
- g. Methodology/Procedure for enforcing disciplinary standards.

e. Methodology for conducting internal monitoring and auditing.

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

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

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

B. GENERAL COMPLIANCE TRAINING - COUNTY shall make General Compliance Training
 available to Covered Individuals.

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

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

7

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

8 4. COUNTY will track training completion while CONTRACTOR shall provide copies of
9 training certification upon request.

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

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

CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 Individuals relative to this Contract. This includes compliance with federal and state Health Care
 services program regulations and procedures or instructions otherwise communicated by regulatory
 agencies.

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

22

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

23 4. COUNTY will track online completion of training while CONTRACTOR shall provide
24 copies of the certifications upon request.

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

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

32

V. <u>CONFIDENTIALITY</u>

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

B. Prior to providing any services pursuant to this Contract, all members of the Board of
 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and

interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the 1 2 confidentiality of any and all information and records which may be obtained in the course of providing 3 such services. This Contract shall specify that it is effective irrespective of all subsequent resignations 4 or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized 5 agent, employees, consultants, subcontractors, volunteers and interns.

VI. CONFLICT OF INTEREST

8 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. 9 This obligation shall also apply to 10 CONTRACTOR's employees, agents, subcontractors, consultants, volunteers and interns associated 11 with the provision of services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, subcontractors, 12 consultants, volunteers and interns from providing or offering gifts, entertainment, payments, loans or 13 other considerations which could be deemed to influence or appear to influence COUNTY staff or 14 15 elected officers in the performance of their duties.

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VII. CORRECTIVE ACTION PLAN

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative 18 19 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not 20 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within an 21 22 acceptable timeframe as determined by COUNTY notice, COUNTY reserves the right to reduce and/or 23 withhold payments until such time as the CAP is resolved to the satisfaction of the COUNTY. Failure to resolve the CAP to COUNTY's satisfaction will constitute a material breach and be grounds for 24 termination of this Contract. 25

26 27

VIII. COST REPORT

A. CONTRACTOR shall submit a Cost Report to County no later than sixty (60) calendar days 28 29 following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions 30 31 Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between 32 programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source 33 documentation maintained by CONTRACTOR, and available at any time to COUNTY upon reasonable 34 35 notice.

36 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time 37 period specified above, COUNTY shall have sole discretion to impose one or both of the following:

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

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

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

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

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

22 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, 23 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim 24 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and 25 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, 26 27 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) 28 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed 29 30 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY. DocuSign Envelope ID: 15E61203-3849-4EF7-8D18-36416591651F

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

5 F. All Cost Reports shall contain the following attestation, which may be typed directly on or6 attached to the Cost Report:

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

Signed		
Name		
Title		
Date	"	

IX. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

26 2. Have not within a three-year period preceding this Contract been convicted of or had a civil 27 judgment rendered against them for commission of fraud or a criminal offense in connection with 28 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract 29 under a public transaction; violation of federal or state antitrust statutes or commission of 30 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or 31 receiving stolen property.

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

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

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

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

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

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X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

18 B. CONTRACTOR agrees that if there is an assignment of this Contract by CONTRACTOR, as 19 defined below, prior to completion of this Contract, and COUNTY agrees to such assignment, the new owners shall be required under the terms of sale or such other instruments of transfer for the assignment 20 to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the 21 22 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in 23 part, without the prior written consent of COUNTY. CONTRACTOR shall provide written notification 24 of CONTRACTOR's intent to assign the obligations hereunder, either in whole or part, to COUNTY not less than sixty (60) calendar days prior to the effective date of the assignment. COUNTY reserves the 25 right to immediately terminate the Contract in the event COUNTY determines, in its sole discretion, that 26 27 the assignee is not qualified or is otherwise unacceptable to COUNTY for the provision of services under the Contract. Any attempted assignment in derogation of this subparagraph shall be void. 28

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

2. <u>For-Profit Entity Assignment</u>. If CONTRACTOR is a for-profit organization, any change in
 the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of
 the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a

sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing
 body of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph.

3 3. <u>Governmental Entity Assignment</u>. If CONTRACTOR is a governmental organization, any 4 change to another structure, including a change in more than fifty percent (50%) of the composition of 5 its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month 6 period of time, shall be deemed an assignment for purposes of this paragraph.

_

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

11 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by 12 means of subcontracts, provided such subcontractors are approved in advance by COUNTY, meet the 13 requirements of this Contract as they relate to the service or activity under subcontract, include any 14 provisions that COUNTY may require, and are authorized in writing by COUNTY prior to the 15 beginning of service delivery.

16 1. After approval of the subcontractor, COUNTY may revoke the approval of the
17 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
18 subsequently fails to meet the requirements of this Contract or any provisions that COUNTY has
19 required. COUNTY may disallow subcontractor expenses reported by CONTRACTOR.

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

3. COUNTY may disallow, from payments otherwise due CONTRACTOR, amounts claimedfor subcontracts not approved in accordance with this paragraph.

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

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

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XI. <u>DISPUTE RESOLUTION</u>

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in //

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a reasonable period of time by the CONTRACTOR and the COUNTY, such matter shall be brought to
 the attention of the County Purchasing Agent by way of the following process:

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

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

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

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

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

27 28

XII. EMPLOYEE ELIGIBILITY VERIFICATION

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

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XIII. <u>EQUIPMENT</u>

2 A. Unless otherwise specified in writing by COUNTY, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by COUNTY to assist 3 in performing the services described in this Contract. "Relatively Permanent" is defined as having a 4 5 useful life of one (1) year or longer. Equipment which costs \$5,000 or over, including freight charges, 6 sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs 7 between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, 8 or electronic equipment that costs less than \$600 but may contain PHI or PII, are defined as Controlled 9 Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual 10 equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in 11 part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

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

C. Upon COUNTY's prior written approval, CONTRACTOR may expense to COUNTY the cost
of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment,
means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of
expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

HCA ASR 21-000913

XIV. FACILITIES, PAYMENTS AND SERVICES

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

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

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XV. INDEMNIFICATION AND INSURANCE

14 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, 15 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board 16 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, 17 including but not limited to personal injury or property damage, arising from or related to the services, 18 19 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the 20 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and 21 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall 22 23 request a jury apportionment.

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

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of

insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by 1 2 COUNTY representative(s) at any reasonable time.

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand 3 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of 4 5 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, 6 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this 7 Contract, agrees to all of the following:

8 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all 9 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or 10 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole 11 cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any 12 13 duty to indemnify or hold harmless; and

14 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to 15 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured. 16

17 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the COUNTY may terminate this Contract. 18

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F. QUALIFIED INSURER

20 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current 21 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, 22 23 but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). 24

25 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's 26 27 performance and financial ratings.

28 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 29 limits and coverage as set forth below:

20		
31	Coverage	Minimum Limits
32	Commercial General Liability	\$1,000,000 per occurrence
33		\$2,000,000 aggregate
34		
35	Automobile Liability including coverage	\$1,000,000 per occurrence
36	for owned, non-owned and hired vehicles	
37	(4 passengers or less)	

30

1	Workers' Compensation Statutory
2	
3	Employers' Liability Insurance \$1,000,000 per occurrence
4	Network Security & Privacy Liability \$1,000,000 per claims made
5	
6	H. REQUIRED COVERAGE FORMS
7	1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
8	substitute form providing liability coverage at least as broad.
9	2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
10	CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.
11	I. REQUIRED ENDORSEMENTS
12	1. The Commercial General Liability policy shall contain the following endorsements, which
13	shall accompany the COI:
14	a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
15	as broad naming the County of Orange, its elected and appointed officials, officers, agents and
16	employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY
17	WRITTEN CONTRACT.
18	b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
19	least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
20	insurance maintained by the County of Orange shall be excess and non-contributing.
21	2. The Network Security and Privacy Liability policy shall contain the following
22	endorsements which shall accompany the Certificate of Insurance:
23	a. An Additional Insured endorsement naming the County of Orange, its elected and
24	appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
25 26	b. A primary and non-contributing endorsement evidencing that the CONTRACTOR's
26	insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
27 28	excess and non-contributing. J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
28 29	all rights of subrogation against the <i>County of Orange, its elected and appointed officials,</i>
29 30	officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY
31	WRITTEN CONTRACT.
32	K. All insurance policies required by this Contract shall waive all rights of subrogation against the
33	County of Orange, its elected and appointed officials, officers, agents and employees when acting within
34	the scope of their appointment or employment.
35	L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
36	Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the
37	Certificate of Insurance.
I	

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

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

9 O. The Commercial General Liability policy shall contain a "severability of interests" clause also 10 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

28	U. SUBMISSION OF INSURANCE DOCUMENTS
29	1. The COI and endorsements shall be provided to COUNTY as follows:
30	a. Prior to the start date of this Contract.
31	b. No later than the expiration date for each policy.
32	c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
33	changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
34	2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
35	the Referenced Contract Provisions of this Contract.
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3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance 1 2 provisions stipulated in this Contract by the above specified due dates, COUNTY shall have sole discretion to impose one or both of the following: 3

4 a. COUNTY may withhold or delay any or all payments due CONTRACTOR pursuant to 5 any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and 6 endorsements that meet the insurance provisions stipulated in this Contract are submitted to COUNTY.

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b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late 8 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and 9 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance 10 provisions stipulated in this Contract are submitted to COUNTY.

11 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice. 12

13 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs 14 15 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

XVI. INSPECTIONS AND AUDITS

A. COUNTY, any authorized representative of COUNTY, any authorized representative of the 18 19 State of California, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, 20 documents, and records, including but not limited to, financial statements, general ledgers, relevant 21 accounting systems, and Participant records, of CONTRACTOR that are directly pertinent to this 22 23 Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records 24 Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times 25 inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which 26 27 they are provided.

28 B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this 29 Contract, and shall provide the above-mentioned persons adequate office space to conduct such 30 31 evaluation or monitoring.

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C. AUDIT RESPONSE

33 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as 34 35 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to COUNTY in writing within thirty (30) 36 calendar days after receiving notice from COUNTY. 37

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

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
Awards. CONTRACTOR shall forward the Single Audit to COUNTY within fourteen (14) calendar
days of receipt.

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

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XVII. LICENSES AND LAWS

19 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, 20 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, 21 22 regulations and requirements of the United States, the State of California, COUNTY, and all other 23 applicable governmental agencies. CONTRACTOR shall notify COUNTY immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, 24 licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause 25 for termination of this Contract. 26

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

- 1. ARRA of 2009.
 - 2. Trafficking Victims Protection Act of 2000.
 - 3. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 4. CCR, Title 9, Rehabilitative and Developmental Services.
- 35 5. CCR, Title 17, Public Health.
- 36 6. CCR, Title 22, Social Security.
- 37 7. CFR, Title 42, Public Health.

1 8. CFR, Title 45, Public Welfare. 2 9. USC Title 42. Public Health and Welfare. 3 10. 42 USC §12101 et seq., Americans with Disabilities Act of 1990. 4 11. 42 USC §1857, et seq., Clean Air Act. 5 12. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act. 6 13. 31 USC 7501.70, Federal Single Audit Act of 1984. 7 14. McKinney-Vento Homeless Assistance Act 8 15. 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part 200, 9 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 10 Awards. 11 12 XVIII. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA 13 A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related 14 15 to this Contract must be approved at least thirty (30) business days in advance and in writing by 16 COUNTY before distribution. For the purposes of this Contract, distribution of written materials shall 17 include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. 18 19 B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this 20 Contract must be approved in advance at least thirty (30) business days and in writing by COUNTY. 21 22 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly 23 available social media sites) in support of the services described within this Contract, CONTRACTOR 24 shall develop social media policies and procedures and have them available to COUNTY upon 25 reasonable notice. CONTRACTOR shall inform COUNTY of all forms of social media used to either directly or indirectly support the services described within this Contract. CONTRACTOR shall comply 26 27 with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. CONTRACTOR shall also include any 28 29 required funding statement information on social media when required by COUNTY. D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement 30 31 by COUNTY, unless COUNTY consents thereto in writing. 32

XIX. MAXIMUM OBLIGATION

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

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

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XX. MINIMUM WAGE LAWS

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

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

11 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, 12 where applicable, shall comply with the prevailing wage and related requirements, as provided for in 13 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the 14 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined 18 19 in the "Compliance" paragraph of this Contract) shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, 20 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, 21 22 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, 23 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for 24 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, 25 26 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, 27 gender expression, age, sexual orientation, or military and veteran status.

28 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or 29 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or 30 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection 31 for training, including apprenticeship.

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

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

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

- 6. Each labor union or representative of workers with which CONTRACTOR and/or
 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 notice advising the labor union or workers' representative of the commitments under this
 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to
 employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not 12 13 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities 14 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental 15 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the 16 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights 17 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 18 19 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and 20 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all 21 22 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination 23 paragraph, discrimination includes, but is not limited to the following based on one or more of the 24 factors identified above:
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1. Denying a Participant or potential Participant any service, benefit, or accommodation.

26 2. Providing any service or benefit to a Participant which is different or is provided in a
27 different manner or at a different time from that provided to other Participants.

28 3. Restricting a Participant in any way in the enjoyment of any advantage or privilege enjoyed
29 by others receiving any service and/or benefit.

4. Treating a Participant differently from others in satisfying any admission requirement or
condition, or eligibility requirement or condition, which individuals must meet in order to be provided
any service and/or benefit.

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5. Assignment of times or places for the provision of services.

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

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

- a. COUNTY shall establish a formal resolution and grievance and appeals process in the
 event informal processes do not yield a resolution.
- b. Throughout the problem resolution and grievance and appeals process, Participant
 rights shall be maintained, including access to the COUNTY's grievance and appeals process at any
 point in the process.

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

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

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

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

XXII. NOTICES

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

When written and deposited in the United States mail, first class postage prepaid and
 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
 COUNTY;

- 2. When faxed, transmission confirmed;
- 3. When sent by E-Mail; or

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

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

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

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

XXIII. NOTIFICATION OF DEATH

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

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

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

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2. WRITTEN NOTIFICATION

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

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

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

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

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XXIV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

5 B. CONTRACTOR shall notify COUNTY at least thirty (30) business days in advance of any 6 applicable public event or meeting. The notification must include the date, time, duration, location and 7 purpose of the public event or meeting. Any promotional materials or event related flyers must be 8 approved by COUNTY prior to distribution.

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XXV. PAYMENT CARD COMPLIANCE

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

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XXVI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term 21 of this Contract, prepare, maintain and manage records, primarily in HMIS, appropriate to the services 22 23 provided and in accordance with this Contract and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for 24 25 which claims are submitted for reimbursement under this Contract and the charges thereto. Such 26 records shall include, but not be limited to, individual housing plans, case management plans and 27 utilization review records.

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

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

35 B. CONTRACTOR shall implement and maintain acceptable administrative, technical and physical safeguards to ensure the privacy and security of health related and/or personally identifying 36 information CONTRACTOR collects from participants. If there is an unauthorized use of disclosure of 37

participant's health related and/or personally identifying information in possession of CONTRACTOR,
 CONTRACTOR shall (i) immediately notify COUNTY of such unauthorized use of disclosure and (ii)
 mitigate, to the extent practicable, the known harmful effect of any such unauthorized use or disclosure.

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

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

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

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

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

20 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
21 or site visit.

22 2. Provide auditor or other authorized individuals access to documents via a computer
23 terminal.

24 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
25 requested.

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XXVII. RESEARCH AND PUBLICATION

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

XXVIII. <u>REVENUE</u>

A. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
 Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
 B. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically

Attachment B

provide for the identification of delinquent accounts and methods for pursuing such accounts.
 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
 status of fees which are billed, collected, transferred to a collection agency, or deemed by
 CONTRACTOR to be uncollectible.

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

XXIX. <u>SEVERABILITY</u>

9 If a court of competent jurisdiction declares any provision of this Contract or application thereof to 10 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, 11 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the 12 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full 13 force and effect, and to that extent the provisions of this Contract are severable.

XXX. SPECIAL PROVISIONS

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

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1. Making cash payments to intended recipients of services through this Contract.

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

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
Directors or governing body.

26 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
27 body for expenses or services.

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

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

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8. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

12 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal13 funds (matching).

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

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XXXI. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be 18 19 wholly responsible for the manner in which it performs the services required of it by the terms of this CONTRACTOR is entirely responsible for compensating staff, subcontractors, and 20 Contract. consultants employed by CONTRACTOR. This Contract shall not be construed as creating the 21 relationship of employer and employee, or principal and agent, between ADMINISTRATOR and 22 23 CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, 24 agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided 25 during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, 26 27 volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of ADMINISTRATOR's employees and shall not be considered in any manner to 28 be 29 ADMINISTRATOR's employees.

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XXXII. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting. B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend
or holiday may be performed on the next regular business day.

XXXIII. TERMINATION

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

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

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1. The loss by CONTRACTOR of legal capacity.

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2. Cessation of services without cause.

13 3. The delegation or assignment of CONTRACTOR's services, operation or administration14 without the prior written consent of ADMINISTRATOR.

4. The neglect by any licensed person employed by CONTRACTOR of any duty requiredpursuant to this Contract.

17 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of18 this Contract.

19 6. The continued incapacity of any licensed person to perform duties required pursuant to this20 Contract.

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

C. CONTINGENT FUNDING

25 1. Any obligation of ADMINISTRATOR under this Contract is contingent upon the26 following:

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

b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)approved by the Orange County Board of Supervisors.

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

D. In the event this Contract is suspended or terminated prior to the completion of the term as
 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
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sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced 1 2 term of the Contract.

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which 4 5 is consistent with recognized standards of quality care and prudent business practice.

6 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of 7 Contract performance during the remaining Contract term.

8 3. Until the date of termination, continue to provide the same level of service required by this 9 Contract.

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4. Return to ADMINISTRATOR, in the manner indicated by ADMINISTRATOR, any 11 equipment and supplies purchased with funds provided by ADMINISTRATOR.

5. To the extent services are terminated, cancel outstanding commitments covering the 12 13 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, 14 15 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of 16 ADMINISTRATOR. 17

F. CONTRACTOR may terminate this Agreement upon cause, which shall mean material breach 18 19 of the Agreement, upon prior written notice. The notice shall state with reasonable specificity the material breach on the part of ADMINISTRATOR as cause for the CONTRACTOR's intent to 20 terminate the Agreement. CONTRACTOR shall afford the ADMINISTRATOR thirty (30) calendar 21 days to cure the stated material breach, which CONTRACTOR shall extend in the event the nature of 22 23 the cure required will take longer than thirty (30) calendar days.

24 25

XXXIV. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Contract shall create rights hereunder in third parties 26 27 including, but not limited to, any subcontractors or any Participants provided services pursuant to this Contract. 28

- 29
- 30

XXXV. WAIVER OF DEFAULT OR BREACH

31 Waiver by ADMINISTRATOR of any default by CONTRACTOR shall not be considered a waiver 32 of any subsequent default. Waiver by ADMINISTRATOR of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by 33 ADMINISTRATOR of any default or any breach by CONTRACTOR shall not be considered a 34 35 modification of the terms of this Contract.

- 36
- 37 //

1	IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State		
2	of California.		
3			
4	ORANGE COUNTY UNITED WAY		
5			
6	DocuSigned by:		
7	BY: Sw Parks	DATED:	11/10/2021
8	Susan B. Parks		
9			
10	TITLE: CEO		
11	President & Chief Executive Officer		
12			
13			
14	COUNTY OF ORANGE		
15			
16			
17	BY:	DATED:	
18	HEALTH CARE AGENCY		
19			
20			
21			
22			
23			
24			
25			
26	APPROVED AS TO FORM		
27	OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA		
28	orande coora i, calli orana		
29	DocuSigned by:		11 /10 /2021
30	BY: Massoud Shamel	DATED:	11/10/2021
31	DEPUIY		
32			
33			
34	If the contracting party is a corporation two (2) signatures are required	one (1) signs	ture by the Chairman of the Deard the
35	If the contracting party is a corporation, two (2) signatures are required President or any Vice President; and one (1) signature by the Secretary	, any Assistan	t Secretary, the Chief Financial Officer
36	or any Assistant Treasurer. If the contract is signed by one (1) authoriz or by-laws whereby the Board of Directors has empowered said auth		
37	signature alone is required by COUNTY.		and to not on its bonan by his of her

1	EXHIBIT A			
2	TO THE CONTRACT FOR PROVISION OF			
3	PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES			
4	BETWEEN			
5	COUNTY OF ORANGE			
6	AND			
7	ORANGE COUNTY UNITED WA	Y		
8	NOVEMBER 16, 2021 THROUGH SEPTEME	BER 30, 2023		
9				
10	I. <u>BUDGET</u>			
11	A. COUNTY shall pay CONTRACTOR in accordance with	the Payments	Paragraph of this	
12	Exhibit A to the Agreement and the following budget, which is set for	rth for informat	ional purposes only	
13	and may be adjusted by mutual agreement, in writing, by ADMINIST	RATOR and Co	ONTRACTOR.	
14				
15	PROGRAM BUDGET	Period One	Period Two	
16	Determinants of Health Implementation Subrecipient			
17	Grants			
18	Determinant of Health Action Area #1	\$1,000,000	\$1,000,000	
19	Determinant of Health Action Area #2	\$1,000,000	\$1,000,000	
20	Determinant of Health Action Area #3	\$1,000,000	\$1,000,000	
21	Community Participation Subrecipient Grants	\$2,200,000	\$2,200,000	
22	Historically Underserved Population Grant Subrecipients			
23	Transgender Community	\$180,000	\$180,000	
24	Pacific Islanders and Native Hawaiians	\$180,000	\$180,000	
25	American Indians and Native Alaskans	\$180,000	\$180,000	
26	Population Specific Collective Subrecipients	†• •••	**	
27	Asian Pacific Islanders	\$200,000	\$200,000	
28	Black Community	\$200,000	\$200,000	
29	Latinx	\$200,000	\$200,000	
30	LGBTQ	\$200,000	\$200,000	
31	Individuals with Disabilities	\$200,000	\$200,000	
32	Older Adults	\$200,000	\$200,000	
33	Community Member Participation Stipends	\$110,000	\$110,000	
34 25	Program Total	\$7,050,000	\$7,050,000	
35 36				
37	//			

ADMINISTRATION BUDGET Community Mobilization, Convening, and Engagement		
Support		
Indirect (10%)	\$64,090	\$64,090
Planning, Development, and Implementation	\$250,000	\$250,000
Marketing, PR, Communications and Convenings	\$190,910	\$190,910
Finance and Administration Management	\$200,000	\$200,000
Administration Total	\$705,000	\$705,000
TOTAL MAXIMUM OBLIGATION:	\$7,755,000	\$7,755,00

11 B. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing 12 13 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by 14 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification 15 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification 16 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining 17 annual impact of the shift as may be applicable to the current contract period and/or future contract 18 periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) 19 from ADMINISTRATOR within ten (10) days of request and prior to implementation by 20 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for 21 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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

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

E. CONTRACTOR will have 30 days from execution of this contract to begin implementation, to
allow for planning and timeline development, including hiring of consultant(s) and/or staff to provide
project management.

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II. <u>PAYMENTS</u> A. COUNTY shall pay CONTRACTOR monthly upon receipt of an approved invoice and Expenditure and Revenue Report. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR

37 shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total

1 of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract 2 Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant 3 to ADMINISTRATOR, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay 4 supplemental invoices for any month for which the provisional amount specified above has not been 5 fully paid. ADMINISTRATOR reserves the right to make advance payments upon mutual concurrence 6 between County Project Manager and CONTRACTOR. CONTRACTOR reserves the right to withhold 7 grant payments until funds are received from the ADMINISTRATOR.

8

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and 9 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. 10 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to 11 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

12 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the 13 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may 14 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the 15 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost 16 incurred by CONTRACTOR.

17 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the 18 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR 19 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to 20 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and 21 the year-to-date actual cost incurred by CONTRACTOR.

22 B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR 23 and provide such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20^{th)} day of each month. Invoices received after the due date may not be paid within the same month. 24 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days 25 after receipt of the correctly completed invoice. 26

27 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, 28 29 canceled checks, receipts, receiving records, and records of services provided.

30 D. COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any 31 provision of the Agreement.

32 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration 33 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement. 34

35 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the 36 Payments Paragraph of this Exhibit A to the Agreement. 37 //

III. <u>REPORTS</u>

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

B. FISCAL

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5 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, 6 7 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by 8 9 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being 10 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed 11 more than five (5) calendar days. 12

13 2. CONTRACTOR shall submit monthly Projection Year-End Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, 14 15 ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. 16 17 Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and 18 revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with 19 the Monthly Expenditure and Revenue Reports.

20 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a 21 22 minimum, report on staffing as stipulated in the Staffing Paragraph of this Exhibit A to the Agreement 23 and will include the employees' names, licensure status, monthly salary, and any other pertinent 24 information as may be required by ADMINISTRATOR. The reports will be received by 25 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more 26 27 than five (5) calendar days.

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

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

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a
written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special
incidents

6 shall include, but are not limited to, Participant's suicide or attempted suicide, serious injury, death,
7 criminal behavior, or any other incident which may expose ADMINISTRATOR or CONTRACTOR to
8 liability.

9 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the 10 Reports Paragraph of this Exhibit A to the Agreement.

11 12

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IV. <u>SERVICES</u>

A. SCOPE OF SERVICES

1. Overview

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

20

2. Program Description Summary

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

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

31

32

c. In consultation with the COUNTY, CONTRACTOR shall provide support for program coordination activities including:

- 33
- 34
- 35 36

- Strategic Planning and Development,
 Partner Outreach and Engagement,
- 3) Program Management and Grants Administration, and
- 4) Communications and Marketing Support.
- 37 //

In conjunction with these activities and to ensure equitable participation of community partners and 1 2 stakeholders, CONTRACTOR shall work in consultation with COUNTY to identify, review, select, 3 track outcomes, and administer various subrecipient implementation grants and participation stipends to 4 community partners involved in the Orange County Health Equity Coalition and Determinants of Health 5 Action Area Workstreams. With COUNTY guidance, CONTRACTOR shall ensure participation and 6 engagement of cross-sector public and private community partners in the network, with an emphasis on 7 partnering with those who have historically not been engaged or contracted with the County 8 (e.g. eligible ethnic community-based organizations, grassroots/volunteer-run organizations). As a proactive and catalytic partner, CONTRACTOR will also provide performance and compliance 9 10 monitoring of grantees to foster the initiative's success in target communities and populations. 11 **B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS** 12 1. The CONTRACTOR shall serve vulnerable populations in the County of Orange which include, but is not limited to: 13 a. Culturally specific communities (ie. LatinX, Asian, Black, Native Americans, 14 Native 15 Hawaiians, and Pacific Islanders) b. Undocumented individuals: 16 c. Low-income/economically disadvantaged individuals; 17 d. Tribes/Indigenous People; 18 19 e. Geographically and culturally isolated individuals; Chronically-ill and/or Disabled; and 20 f. Sexual and gender minorities, including the LGBTQ+ population 21 g. 22 h. Partners and stakeholders to support the OC Health Equity Coalition and Determinants 23 of Health Workstreams 2. The CONTRACTOR is to confirm eligibility and review of supporting forms for 24 25 Participating grantees to ensure they meet the eligible criteria as established by the CONTRACTOR in 26 consultation with the COUNTY, Orange County Health Equity Coalition and Determinants of Health 27 Action Area Workstreams. D. PROGRAM DESCRIPTION 28 29 1. Collective Impact Experience and Qualifications a. CONTRACTOR shall function as a collective impact organization which is an 30 31 evidence-based process documented by the Stanford Social Innovation Review and leads, 32 communicates, and coordinates activities through a mutually reinforcing plan of action towards a shared 33 vision. CONTRACTOR's infrastructure shall be designed as a facilitating mechanism for processes that are delivered across a multi-agency network of providers. The program's implementation will align with 34 35 this unique capacity for program start-up, delivery, and reporting. CONTRACTOR shall focus work on the shared values of equity, social justice, inclusiveness, accountability, innovation and having a 36 community driven approach. CONTRACTOR shall focus on its strengths in building the capacity of 37

6 of 10

communities to have a voice in creating policy and systems change, community strategic planning,
 community assessments, community power building and developing collaborative initiatives.

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

10 11 2. Policy and Systems Change Leadership

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

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

c. CONTRACTOR shall maintain their role as a key policy stakeholder at the state and
 local level, including but not limited to, participating in statewide or regional efforts.

16

d. CONTRACTOR shall work to advance health access and promote wellness.

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

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

21 g. CONTRACTOR shall be a unifying force to advocate for systems change at County 22 and statewide levels, where appropriate, to engage in discussions on health equity.

23

3. Community Capacity Building of Public Health Infrastructure

a. CONTRACTOR will participate in the planning process with the County to build on 24 the assets and strengths of communities, leverage resources, build relationships and develop collective 25 solutions that build the trust and reciprocity needed for longer term strategies. CONTRACTOR shall 26 27 create a process for community ownership that guides organizations to develop agency while navigating a community change process that builds on existing community relationships, networks, and power 28 29 building activities. Through a collective impact approach, CONTRACTOR shall play a key role in the implementation of HCA's CDC grant planned activities and initiatives, including but not limited to the 30 formation of the Orange County Health Equity Coalition, Determinant of Health Workstreams, and 31 32 population-specific collectives.

33

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

34 35

36

1) Planning and Development

- 2) Marketing, PR, and Communications Support
- 3) Finance and Administration Management
- 37 //

1 c. In conjunction with these activities and to ensure equitable participation from community partners and stakeholders, CONTRACTOR will consult with the COUNTY in the 2 3 deployment of community participation, engagement, and mobilization grants. This includes development and implementation of subrecipient agreements as well as performance and compliance 4 5 monitoring. CONTRACTOR shall support the initiative in identifying measurable outcomes and create 6 the conditions necessary to ensure the success of the initiative by being proactive and a catalytic partner 7 to ensure equitable participation.

8

E. PERFORMANCE MEASURES AND MONITORING

9

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

10 a. CONTRACTOR shall consult with COUNTY in the development of the Health Equity 11 Community-based initiatives through:

12

1) Contributing as a meaningful partner to carry out project outcomes to be identified and agreed upon jointly between COUNTY and CONTRACTOR, ensure data driven, community driven 13 solutions, and support community strategic planning 14

15 2) Foster cross sector collaboration, thought leadership on intersectional aspects of the work and coordinate alignment and integration with public and private partners and initiatives 16

3) In conjunction with the Orange County Health Equity Coalition, provide initial 17 foundational education on health equity, determinants of health, addressing racism as a public health 18 19 crisis, and other topics to ensure shared understanding of the vision of the initiative.

4) Be the lead in monitoring and reporting mechanisms for grantees to advance 20 equitable policies and practices. 21

22 5) Enhancement of outreach and engagement to priority populations, support of 23 equitable participation, and support of the Orange County Health Equity Coalition to convene traditional AND non-traditional stakeholders. 24

25 6) Collaborate with the County to enhance outreach, engagement, and distribution and administration of Participation and Implementation Grants/Funds to partners and stakeholders to support 26 27 the Orange County Health Equity Coalition and Determinants of Health Workstreams.

28 7) CONTRACTOR will efficiently and effectively distribute and administer funds to historically underserved and/or unserved communities most impacted by COVID-19, including but not 29 limited to, including the Native Hawaiians and Pacific Islanders, American Indians and Native 30 31 Alaskans, and transgender communities to mitigate the impact of COVID-19.

32 8) CONTRACTOR will efficiently and effectively administer funds to the identified six (6) Population Specific Priority Collectives, including the API, Black community, Individuals with 33 Disabilities, Latinx, LGBTQ, and Older Adults collectives. 34

35 2. The COUNTY shall monitor the performance of CONTRACTOR against the to be established goals, outcomes, milestones and performance standards, as determined by COUNTY and 36 agreed upon with CONTRACTOR, which if not fulfilled may constitute non-compliance with this 37

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

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

7

F. REPORTING REQUIREMENTS

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

11

G. FILE MAINTENANCE AND DOCUMENTATION

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

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

17

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

18 19 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

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

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

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

30

31

V. STAFFING

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

37 //

1	1. Designate the responsible position(s) in your organization for managing the funds allocated		
2	to this program;		
3	2. Maximize the use of the allocated funds;		
4	3. Ensure timely and accurate reporting;		
5	4. Maintain appropriate staffing levels;		
6	5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the		
7	staff's position.		
8	6. Effectively communicate and monitor the program for its success;		
9	7. Maintain communication between the CONTRACT key staff and COUNTY; and,		
10	8. Act quickly to identify and solve problems.		
11	B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the		
12	Contract are provided in a manner that is culturally and linguistically appropriate for the population(s)		
13	served. CONTRACTOR shall ensure that documents are maintained of such efforts which may include,		
14	but are not limited to, records of participation in COUNTY sponsored or other applicable trainings;		
15	recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate,		
16	and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are		
17	physically challenged.		
18	C. CONTRACTOR shall provide staffing, consultants, and/or subcontractors at a level that ensures		
19	completion of the deliverables outlined herein. At a minimum, CONTRACTOR will provide the		
20	following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term		
21	of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.		
22			
23	PROGRAM <u>FTEs</u>		
24	Planning, Development, and Implementation 2.00		
25	Staff		
26	Marketing, PR, and Communications Staff .50		
27	Warketing, 1 K, and Communications Staff		
28	Finance and Administration Staff 1.50		
29			
30	TOTAL FTEs 4.00		
31			
32	D. CONTRACTOR shall maintain personnel files for each staff member, including the Chief		
33			
34	application for employment, qualifications for the position, documentation of bicultural/bilingual		
35	capabilities (if applicable), pay rate and evaluations justifying pay increases.		
36	E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the		
37	Staffing Paragraph of this Exhibit A to the Agreement.		

1	EXHIBIT B
2	TO THE CONTRACT FOR PROVISION OF
3	PARTNER OUTREACH, ENGAGEMENT, AND GRANTS SUPPORT SERVICES
4	BETWEEN
5	COUNTY OF ORANGE
6	AND
7	ORANGE COUNTY UNITED WAY
8	NOVEMBER 16, 2021 THROUGH SEPTEMBER 30, 2023
9	
10	I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT
11	Any reference to statutory, regulatory, or contractual language herein shall be to such language as in
12	effect or as amended.
13	A. DEFINITIONS
14	1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall
15	include a "PII loss" as that term is defined in the CMPPA.
16	2. "Breach of the security of the system" shall have the meaning given to such term under the
17	California Information Practices Act, Civil Code § 1798.29(d).
18	3. "CMPPA Contract" means the Computer Matching and Privacy Protection Act Contract
19	between the Social Security Administration and the California Health and Human Services Agency
20	(CHHS).
21	4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
22	maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
23	CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
24	with performing the functions, activities and services specified in the Contract on behalf of the
25	COUNTY.
26	5. "IEA" shall mean the Information Exchange Contract currently in effect between the Social
27	Security Administration (SSA) and DHCS.
28	6. "Notice-triggering Personal Information" shall mean the personal information identified in
29	Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under
30	Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name,
31	identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or
32	voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in
33	electronic, paper or any other medium.
34	7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
35	IEA and CMPPA.
36	8. "Personal Information" (PI) shall have the meaning given to such term in California Civil
37	Code§ 1798.3(a).

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

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

12

B. TERMS OF CONTRACT

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

18

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees: 19

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

23

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

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

35 1) Complying with all of the data system security precautions listed in Paragraph E of 36 the Business Associate Contract, Exhibit B to the Contract; and 37 //

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

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

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

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

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

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

h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR 34 35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII 36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI 37 //

and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
 B to the Contract.

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

6 7 // 8 // 9 // 10 // 11 // 12 // 13 // 14 // 15 // 16 // 17 // 18 // 19 // 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 // 29 // 30 // 31 // 32 // 33 // 34 // 35 // 36 //

Population Health and Equity Partnership Services

Institute for Healthcare Improvement

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Milestone Schedule and Fees

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

All Team Webinars and Coaching Calls. Webinars (up to 1.5		
hours) and coaching calls (up to 1 hour) during Action Period 1.		
Equity Action Labs. County and community partners planning		
and implementation of their first labs.		
Learning Session 2. Delivery of Learning Session 2, up to 2 days		
in duration. Tentatively scheduled for Month 10.		
Project Oversight and County Coaching Calls. Bi-weekly project	Month 16	\$352,306
oversight and coaching calls; County able to demonstrate (via		
assessments) increased general capacity to tackle complex		
(adaptive) population health and health equity challenges.		
Equity Action Labs. County and community partners planning		
and implementation of their second labs.		
All Team Webinars and Coaching Calls. Webinars (up to 1.5		
hours) and coaching calls (up to 1 hour) during Action Period 2.		
Learning Session 3. Delivery of Learning Session 3, up to 2 days		
in duration. Tentatively scheduled for Month 15.		
Project Oversight and COUNTY Coaching Calls. Bi-weekly	Month 21	\$352,306
project oversight and coaching calls; Work with County to shift		
from a programs and project orientation to a population and		
equity orientation shows measurable progress; County able to		
demonstrate (via assessments) continued increased general		
capacity to tackle complex (adaptive) population health and		
health equity challenges.		
All Team Webinars and Coaching Calls. Webinars (up to 1.5		
hours) and coaching calls (up to 1 hour) during Action Period 3.		
Dissemination Planning. Development of content development		
and dissemination plan.		
Project Oversight and County Coaching Calls. Bi-weekly project	Month 24	\$352,306
oversight and coaching calls.		
Final Dissemination Deliverables. Delivery of final dissemination		
content and materials.		
Contract Not to Exceed Amount		\$1,761,531

Partner Outreach, Engagement, and Grants Support Services

Orange County United Way

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.				
Subcontractor Name	Service(s)	Amount		
Unknown at this time	Unknown at this time	Unknown at this time		

CONTRACT OPERATING EXPENSES				
PROGRAM BUDGET	Period One	Period Two		
Determinants of Health Implementation Subrecipient Grants				
Determinant of Health Action Area #1	\$1,000,000	\$1,000,000		
Determinant of health Action Area #2	\$1,000,000	\$1,000,000		
Determinant of Health Action Area #3	\$1,000,000	\$1,000,000		
Community Participation Subrecipient Grants	\$2,200,000	\$2,200,000		
Historically Underserved Population Grant Subrecipients				
Transgender Community	\$180,000	\$180,000		
Pacific Islanders and Native Hawaiians	\$180,000	\$180,000		
American Indians and Native Alaskans	\$180,000	\$180,000		
Population Specific Collective Subrecipients				
Asian Pacific Islanders	\$200,000	\$200,000		
Black Community	\$200,000	\$200,000		
Latinx	\$200,000	\$200,000		
LGBTQ	\$200,000	\$200,000		
Individuals with Disabilities	\$200,000	\$200,000		
Older Adults	\$200,000	\$200,000		

Community Member Participation Stipends	\$110,000	\$110,000
Program Total	\$7,050,000	\$7,050,000
ADMINISTRATION BUDGET		
Community Mobilization, Convening, and Engagement Support		
Indirect	\$275,000	\$275,000
Planning and Development	\$150,000	\$150,000
Marketing and Communications	\$25,000	\$25,000
Finance and Administration Management	\$150,000	\$150,000
Administration Total	\$600,000	\$600,000
TOTAL MAXIMUM OBLIGATION: \$15,300,000	\$7,650,000	\$7,650,000
TOTAL MAXIMUM OBLIGATION: \$15,300,000 ADMINISTRATION BUDGET	\$7,650,000	\$7,650,000
	\$7,650,000	\$7,650,000
ADMINISTRATION BUDGET	\$7,650,000 \$64,090	\$7,650,000 \$64,090
ADMINISTRATION BUDGET Community Mobilization, Convening, and Engagement Support		
ADMINISTRATION BUDGET Community Mobilization, Convening, and Engagement Support Indirect (10%)	\$64,090	\$64,090
ADMINISTRATION BUDGET Community Mobilization, Convening, and Engagement Support Indirect (10%) Planning, Development, and Implementation	\$64,090 \$250,000	\$64,090 \$250,000
ADMINISTRATION BUDGET Community Mobilization, Convening, and Engagement Support Indirect (10%) Planning, Development, and Implementation Marketing, PR, Communications and Convenings	\$64,090 \$250,000 \$190,910	\$64,090 \$250,000 \$190,910

OC Health Equity Map Community Engagement and Platform Enhancements Services

Advance OC

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

CONTRACT OPERATING EXPENSES

Project Milestones & Payment Schedule	Payment Due	Cost
Identify Community Liaison	Contract Execution	\$50,000
OC Health Equity Coalition – Planning	November 15, 2021	\$50,000
OC HEC – Preliminary Research & Data Collection	December 15, 2021	\$75,000
OC HEC – Descriptive Data Analysis	March 1, 2022	\$50,000
OC HEC – Develop Dashboards for 3 Workstreams	June 1, 2022	\$75,000
Update for OC Equity Map	September 1, 2022	\$100,000
OC HEC – Dashboard Iterations for 3 Workstreams	December 1, 2022	\$75,000
OC HEC – Complete Data Visualization	March 1, 2023	\$75,000
OC HEC – Final Report and Public Engagement	May 1, 2023	\$50,000

Healthy Equity Technical Assistance Services

Public Health Institute

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

Budget

Service	Deadline	Cost
1. Multi-Sector Race/Ethnicity Data	End of Q4	\$15,000
Collection Trainings		
2. Power-Building and Sharing Training	gs End of Q4	\$15,000
3. Healthy Place Index-focused tech		\$3,750/Quarter
assistance	Q5, Q6, Q7, Q8	(\$30,000)
4. Office of Population Health and Equ	ity Q1, Q2, Q3, Q4,	\$9,000/Quarter
Technical Assistance Support	Q5, Q6, Q7, Q8	(\$70,000)
5. Local Health Departments Learning	End of Q4 and Q8	\$70,000
Collaborative		
	Tot	al \$200,000

OC Health Equity Media Coalition and Communication Campaign Services

Celery Design Collaborative, LLC.

SUMMARY OF SIGNIFICANT CHANGES

No list of significant changes

SUBCONTRACTORS

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Unknown at this time	Unknown at this time	Unknown at this time

Phase 2 services to be provided (\$180,000 total):

Services & Deliverables	Cost Per Month (16 months)
Ongoing Social Media Campaign: Design and develop social media messaging graphics imagery and videos to promote the availability of the OC Equity Map the OC Equity Coalition	\$2,500 per month
Action Areas and the overall Equity in OC initiative for both specific target audiences and the community at large	
Website content: Design of the "Equity in OC" website and development of content including a comprehensive e-book frequently asked questions initiative activities and progress and guidance for how to be a part of the initiative.	\$2,500 per month
Advancing the campaign: Additional content for descriptive brochures and other collateral materials to engage and recruit participants into action areas targeted at specific determinants of health inform potential funders of action areas efforts and generally promote alignment among community organizations around the aims of the action areas.	\$6,250 per month

Phase 3 services to be provided (\$20,000 total):

Services & Deliverables	Cost Per Month (2 months)
Ongoing Social Media Campaign: Advance the social media messaging, graphics, imagery and videos to shift the Equity in OC initiative into a permanent endeavor – and transition maintenance to HCA and/or other entities with permanent	\$2,500

responsibility to support the equity efforts. Website content: Advance the design of the "Equity in OC" website and development of content, including a comprehensive e-book, frequently asked questions, initiative activities and progress, and guidance to shift the Equity in OC initiative into a permanent endeavor – and transition website content and design efforts to HCA and/or other entities with permanent responsibility to support the equity efforts.	
Transitioning the campaign: Design or redesign content for descriptive brochures and other collateral materials to shift the Equity in OC initiative into a permanent endeavor – and transition management of collateral and other campaign communications supports to HCA and/or other entities with permanent responsibility to support the equity efforts.	\$7,500 per month



Sole Source Bidsync #042-C032725-BD-SS

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department:		Date:		
Health Care Agency		August 11, 2	2021	
VanderNerze				
Vendor Name: Institute for Healthcare Improvement		042-C03272	BidSync Number: 25-BD-SS	
		1		
Is the above named vendor a retired emp	ployee of the County	y of Orange?	🗆 Yes 🛛 No	
If "Yes", review and Approval is required f	rom CEO Human Re	source Service	es prior to contract executior	۱.
Contract Term (Dates):	Is Agreement Gra	nt Funded?	🛛 Yes 🗆 No	
November 2, 2021 - September 30, 2023	Percent Funded:1	00%		Proprietary?
	Funding Source: F Initiative to Addre		A-OT21-2013 National	□ Yes ⊠ No
Contract Amount?			vable? If yes, how many yea	l rs?
\$1,761,531		Yes-3 add	litional one year terms (subjec	
		funding)		
Type of Request:				
🛛 New 🖾 Multi-Year		Wal	□ Amendment	□ Increase
Renewal Year:	Did ver	ndor provide o	a sole source affidavit?	Yes 🛛 No
October 1, 2023 – September 30, 2024 October 1, 2024 – September 30, 2025		lease attach		
October 1, 2025 – September 30, 2026				
Board Date: ASR Number:	If not so	cheduled to g	go to the Board explain why?	
November 2, 2021 21-000913	N/A			
Does Contract include Non-Standard Lan	guage? If yes, explo	ain in detail.		
Yes, language is pending review by Coun			t.	
Was Contract Approved by Risk Mgmt.?		Was Contro	act Approved by County Cou	
Risk Management review is pending		County Cou	unsel review is pending.	713019
Were any exceptions taken? If yes, explai	n in detail.			
There were minor revisions to the Terms an recommendations.	d Conditions, based	d on County C	Counsel and Risk Managemer	nt's review and
			c 1	
DPA certifies that they have re				fisties the sole
source requirements listed in the C	County Contract	Policy Man	iual.	
Solicitation Exemption				
(For purchases with special circumsto	ances, and/or when	it is determine	ed to be in the best interest o	of the County.)



Sole Source Bidsync #042-C032725-BD-SS

SECTION III - SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

This is a professional services contract for specialized technical assistance for system change that promotes population health management and equity both county-wide and within the Health Care Agency service areas.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (*This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.*) Attach additional sheet if necessary.

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

This partnering will include:

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

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

Pathways to Population Health: The <u>Pathways to Population Health Framework</u> presents four portfolios of population health that offer organizations a simple way to organize their work in service of achieving a balance over time for greatest impact: Physical and mental health; Social and Spiritual Well- being; Community Health and Well- being; and Communities of Solutions. The framework offers foundational concepts and a common language to help different organizations and stakeholders collaborate and presents the interconnected portfolios of population health with specific levers for implementation to accelerate progress within and across the portfolios.

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

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

Services - Phases

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

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

Sole Source Form (Rev 9/18/19)

HCA ASR 21-000913

County to lead future improvement initiatives.

• PHASE III: Harvesting, Future Action Planning, and Dissemination (3 months): The final phase harvests critical learnings from the Learning and Action phase, telling the story through case studies and other compelling dissemination tools. This phase focuses on sustaining and growing the work through action-oriented planning, supporting key workstreams to continue beyond the engagement with IHI, and supporting HCA and other stakeholders to deepen their capability to advance population health initiatives.

All three phases will contain both internal and external work:

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

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

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

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

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

3. Explain why the recommended vendor is <u>the only one capable of providing the required services and/or</u> <u>commodities</u>. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (*Responses will include strong* programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.

The Institute for Healthcare Improvement has provided technical assistance for 30 years to health care providers

Sole Source Form (Rev 9/18/19)

4

across the United States and around the world to realize its vision of redesigning health care into a system without errors, waste, delay, and unsustainable costs. Today, IHI is an influential force in health and health care improvement in the US and has a rapidly growing footprint in dozens of other nations, including Canada, England, Scotland, Denmark, Sweden, Singapore, Latin America, New Zealand, Ghana, Malawi, South Africa, the Middle East, and elsewhere.

IHI's deep experience across the health care field and with population health and equity in particular positions IHI to rapidly support HCA both internally and with our partners to achieve our new Vision, Mission and Goals and Objectives. Given the 24-month duration of this federal grant (*CDC-RFA-OT21-2103 National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities*) and associated need to facilitate system improvement that reduces health inequities, HCA needs an implementation partner with existing models and approaches to population health and equity that can be adopted by HCA and across the Orange County landscape. Delay in developing this depth of capability will delay the overall project, if not make it impossible.

IHI is nationally and internationally recognized as a health improvement leader and population health and equity subject matter expert, as evidenced by their frameworks *Pathways to Population Health* and *Community of Solutions*, which were developed with the Robert Wood Johnson Foundation (see summaries of the frameworks attached). IHI has worked with multiple communities to work collaboratively to reduce local health disparities. See attached list of examples. Other agencies with the population health and equity experience needed for this work do not have the ability to provide the range of technical assistance required – at the scale and scope required for our plan. Other agencies focus on assessing needs and providing curriculum and/or training, but lack an implementation model and support structure for the scope and complexity of our need.



Sole Source Bidsync #042-C032725-BD-SS

4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for <u>comparable</u> services or supplies. Attach additional sheet if necessary.

IHI has provided a deliverable-based fee schedule that is focused on the required deliverables to support the County's needs. IHI is able to provide the needed services quickly and within the budget issued by the County of Orange. The contract will be funded by the federal Equity grant issued by the U.S. Center for Disease Control and will not impact Net County Costs. The fees and services are not commensurate with any other health equity contractors/organizations so a cost analysis is not comparable.

5. If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.

The County would have to go through the lengthy process and time consuming of hiring new technical staff to conduct these activities, which would not be sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame. Any funds that are unspent during the Grant period will have to be returned to the funding source, and the County risks losing these funds if we are not able to execute a contract expeditiously.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

The Institute for Healthcare Improvement has not had any name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? □ Yes ☑ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract. Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption) Attach additional sheet if necessary.

Not applicable



Sole Source Bidsync #042-C032725-BD-SS

SECTION IV – AUTHOR/REQUESTOR

Signature: — DocuSigned by:	Print Name: Hieu Nguyen	Date:
Hien Nougen		8/12/2021

-63FDEF49A8454BA

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
DocuSigned by:	Brittany Davis	
Brittainy Davis		8/12/2021
CBA8D85B77D2461		· · · · · · · · ·

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:	Print Name:	Date:
Claston Char M.D., PhD	Clayton Chau M.D., PhD	8/12/2021

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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION - CEO USE ONLY:

Board of Supervisor Notification Date:				
Comments:				
CPO:	Denied	CFO:		
CPO Authorized Signature: Date:		CFO Authorized Signature: Date:		



Sole Source Bidsync # 042-C032776-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department:		Date:			
Health Care Agency		November 8, 2021			
Vendor Name: Orange County United Way		Sole Source BidSync Number: 042-C032776-SS-JB			
Is the above named vendor a retired em	ployee of the Co	nty of Orange?	Yes 🛛 No		
If "Yes", review and Approval is required f	rom CEO Humai	Resource Services pric	or to contract executio	n.	
Contract Term (Dates):	Is Agreement	Frant Funded? 🛛 Ye	s 🗆 No		
November 16, 2021 – September 30, 2023 Percent Funding		unded:100% ource: FED: (CDC-RFA-OT21-2013 National o Address COVID-19 Health Disparities)			
Contract Amount?Is this renewable? If yes, how many years?\$15,510,000Yes – 3 additional one-year term (subject to available funding)					
Type of Request: New Multi-Year	R	newal	□ Amendment	□ Increase	
Renewal Year: October 1, 2023 - September 30, 2024 October 1, 2024 - September 30, 2025 October 1, 2025 - September 30, 2026	lf y	Did vendor provide a sole source affidavit? Yes No If yes, please attach			
Board Date: ASR Number: November 16, 2021 Supplemental A		cheduled to go to the Board explain why?			
Does Contract include Non-Standard Language? If yes, explain in detail. No, this Contract does not include Non-Standard Language					
Was Contract Approved by Risk Mgmt.?Was Contract Approved by County Counsel?Risk review not required, Contract has standard terms and conditionsCounty Counsel review is pending				unsel?	
Were any exceptions taken? If yes, explain in detail. No					
DPA certifies that they have read and verified that the information is true and satisfies the sole source requirements listed in the County Contract Policy Manual.					
Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)					

1



Sole Source Bidsync # 042-C032776-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

This is a professional service contract for cross-sector community outreach, engagement, and mobilization of public private-partners, community members, and other key stakeholders to support HCA's planned activities and strategies that promotes population health management and equity both county-wide and within the Health Care Agency service areas. Additionally, Orange County United Way is to support the deployment of participation and implementation grants/funds to support community partners and activation of the initiative's activities.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (*This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.*) Attach additional sheet if necessary.

With direct oversight and coordination with HCA, Orange County United Way will provide support for program coordination activities in the areas of: 1) Outreach and engage community organizations and communities across the county, 2) Build relationships and engage with community organizations and communities that have not historically engaged with the County, 3) Provide marketing and communications to engage cross-sector stakeholders for the Equity in OC Initiative and its activities, 4) Provide administrative support in disseminating community participation and implementation grants and community member stipends to subrecipients in accordance with guidance set forth by County to ensure equitable participation. This includes development and implementation of subrecipient agreements as well as performance and compliance monitoring. Orange County United Way's goal is to support the initiative in identifying measurable outcomes and create the conditions necessary to ensure the success of the initiative by being proactive and catalytic partner to ensure equitable participation.

In partnership with HCA in the development of the initiative, Orange County United Way will provide the following:

- Contribute as a meaningful partner to carry out project outcomes, ensure data driven, community driven solutions, provide technical assistance and support community strategic planning
- Foster cross sector collaboration, thought leadership on intersectional aspects of the work and coordinate alignment and integration with public and private partners and initiatives
- Provide foundational education on health equity, determinants of health, addressing racism as a public health crisis, and other topics to ensure shared understanding of vision of the initiative
- Provide monitoring and reporting mechanisms and advance equitable policies and practices
- Provide outreach and engagement to priority populations, support equitable participation, and support the Orange County Health Equity Coalition to convene both traditional and non-traditional stakeholders
- Outreach, engage, and distribution and administer of Participation and Implementation Grants/Funds to partners and stakeholders to support the OC Health Equity Coalition and Determinants of Health Workstreams

- Distribute and administer funds to historically underserved and/or unserved communities most impacted by COVID-19, including the Native Hawaiians and Pacific Islanders, American Indians and Native Alaskans, and transgender communities to mitigate the impact of COVID-19
- Distribute and administer funds to the identified six (6) Population Specific Priority Collectives, including the API, Black community, Individuals with Disabilities, Latinx, LGBTQ, and Older Adults collectives
- Provide performance and compliance monitoring of grantees to foster the Equity in OC Initiative's success in target communities and populations.
- 3. Explain why the recommended vendor is <u>the only one capable of providing the required services and/or</u> <u>commodities</u>. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (*Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*

OC United Way is the only vendor that has the extensive technical expertise in the community to address the social conditions, as outlined below, that impact health and health outcomes in alignment with the goals and objectives of the CDC grant activities.

For nearly 100 years, Orange County United Way has been working to improve the lives of the most vulnerable in our community by delivering measurable long-term solutions to complex issues in education, financial stability, health, and housing. Orange County United Way are committed to leading the fight for equity by removing barriers, closing gaps, and leveling the playing field for everyone who lives here. Their mission centers three initiatives that address social determinants of health by improving economic stability, access to quality education and healthcare, community and social support, and housing. Orange County United Way also responds to community crises, as they have with the COVID-19 pandemic. The following outlines our key social determinants of health initiatives and pandemic support:

• United for Financial Security[™] helps families on the path from surviving to thriving by ensuring access to financial assistance, improving financial literacy, and providing opportunities for underemployed adults to attain living wage jobs. This initiative is working to reduce the percentage of financial instability by 25%.

• United for Student Success[™] aims to ensure students receive the support they need to stay on track in school and graduate high school college- and career-ready. We are employing strategies to reduce the digital divide and increase equity while we work toward our goal of increasing the high school graduation rate to 95% among students from disadvantaged socio-economic backgrounds. We also implement health education programs and ensure access to healthcare through a Certified Enrollment Counselor on our team.

• United to End Homelessness[™] seeks to end homelessness in Orange County by achieving functional zero within targeted populations. We employ public awareness, education, and advocacy efforts to increase the availability of affordable and permanent supportive housing and are securing permanent housing for people who are currently experiencing homelessness through our WelcomeHomeOC housing navigation program.

• **Pandemic Relief Fund** was created in March 2020 to respond to immediate needs serving our community by providing \$500 in assistance for rent, utilities, food, and other basic needs to more than 8,000 households whose income was affected by the pandemic. We have also worked with community partners to deliver vaccinations to underserved and hard to reach populations.

• Emergency Rental Assistance has supported nearly 8,000 households via State and Federal funding sources to keep housing-insecure families and individuals from eviction.

Orange County United Way's multilingual and multicultural staff and volunteers work to increase equity through the above efforts with a network of collaborative partners throughout Orange County. To combat COVID-19 and address health disparities among racial minorities, we work with organizations that represent and focus on these populations and more: Asian-Pacific Islander, Black, Latino, LGBTQ, seniors, and people with disabilities. With the established trust and relationship working with diverse populations and organizations in Orange County to address the complex social conditions that impact health and health outcomes, Orange County United Way is uniquely positioned to convene and engage a cross-sector public private coalition that is representative of the larger community.

Orange County United Way responded to social justice movement in 2020 with a more action-oriented approach to Diversity, Equity, and Inclusion (DEI). Orange County United Way stands for equity and justice. Together with stakeholders, Orange County United Way works actively and collaboratively to ensure inclusive opportunities and nondiscriminatory access to education, health, financial security, and housing for every person in the community. Orange County United Way **envisions an inclusive, responsive, and equitable Orange County. Furthermore,** the commitment has led to a detailed, time-bound action plan, training opportunities for our staff and board of directors, and a renewed approach to our gathering of data to ensure that we are measuring our impact through a racial and ethnic equity lens. To this end, Orange County United Way will **intentionally and explicitly** focus on removing barriers for those most harmed by them. To fully achieve this, Orange County United Way understands and addresses the underlying factors that impede community progress. They will challenge practices based on racism, sexism, and other historical, systemic, and current forms of discrimination to create more inclusive communities. Together, Orange County United Way will intentionally and actively address all inequities.

Through its commitment to equity and community-driven approach, Orange County United Way is positioned to play an essential role in the implementation of HCA's CDC grant planned activities and initiatives, including but not limited to assisting with the formation and convening of the OC Health Equity Coalition, Determinant of Health Workstreams, population-specific collectives, and identified unserved and/or underserved communities.



Sole Source Bidsync # 042-C032776-SS-JB

4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for <u>comparable</u> services or supplies. Attach additional sheet if necessary.

HCA cannot assess the fees in relation to the general market because the services/experience are not commensurate with the market. Orange County United Way has provided an actual cost budget that is cost-effective and focused on the required deliverables to support the County's needs in addressing health inequities and supporting the Office of Population Health and Equity as it implements activities and initiatives. The contract will be funded by the federal CDC-RFA-OT21-2103 grant will not impact Net County Costs.

5. If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new technical staff to conduct these activities, which would not be timely and severely limits HCA's ability to meet the grant's deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Orange County United Way has had no name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? □ Yes □ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption) Attach additional sheet if necessary.

Not applicable



Sole Source Bidsync # 042-C032776-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature: DocuSigned by:	Print Name:	Date:
Hien Nguyen	Hieu Nguyen	11/10/2021

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:	

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature: DocuSigned by:	Print Name:	Date:
Brittany Davis	Brittany Davis	11/10/2021
CBA8D85B77D2461		

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature: DocuSigned by:	Print Name:	Date:
Clayton Chan	Clayton Chau	11/10/2021
AFEE619990EB464		

SECTION VIII - COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION - CEO USE ONLY:

Board of Supervisor Notification Date:					
Comments:					
CPO:		Denied	CFO:		Denied
CPO Authorized Signature: Date:		CFO Authorized Signature: Date:			



Sole Source Bidsync # 042-C032777-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department:		Date:		
Health Care Agency		August 11, 2021	1	
		, (09001 11, 2021	1	
Vendor Name:		Sole Source Bid		
Advance OC		042-C032777-SS	S-JB	
Is the above named vendor a retired emp	ployee of the Cour	ty of Orange?	∃Yes □No	
If "Yes", review and Approval is required fi		, 0	vrior to contract executio	n
	1			
Contract Term (Dates):	-	ant Funded? 🛛 Y		Proprietary?
November 2, 2021 – September 30, 2023	Percent Funded	FED: (CDC-RFA-OT	[21 2013 National	\square Yes \square No
		ess COVID-19 Hea		
Contract Amount?			le? If yes, how many yea	ars?
\$600,000		Yes – 3 addition	nal one-year terms (subje	
		funding)		
Type of Request:		•		
🛛 New 🖾 Multi-Year	🗆 Ren	ewal	Amendment	🗆 Increase
Renewal Year:	Did v	endor provide a so	le source affidavit? [🗆 Yes 🛛 No
October 1, 2023 – September 31, 2024 October 1, 2024 – September 31, 2025	If yes,	please attach		
October 1, 2025 – September 31, 2026				
Board Date: ASR Number:	If not	scheduled to ao to	o the Board explain why?	2
November 2, 2021 21-000913	N/A	0		
Does Contract include Non-Standard Lan	guage? If yes, exp	lain in detail.		
No, this Contract does not include Non-St	anaara Language			
Was Contract Approved by Disk Marst 2		Was Contract	Approved by County Co	
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has star	ndard terms and		Approved by County Co el review is pending	Unsele
conditions				
Were any exceptions taken? If yes, explai	n in defail.			
DPA certifies that they have re	ead and verifie	d that the inforr	mation is true and sc	atisfies the sole
source requirements listed in the County Contract Policy Manual.				
	,	,		
Solicitation Exemption				
(For purchases with special circumsto	ances, and/or whe	n it is determined t	to be in the best interest	of the County.)



Sole Source Bidsync # 042-C032777-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

This is a professional services contract for specialized technical assistance for system change through data science, data management, and dissemination of the OC Equity Map (OCEM) and its applications to promote population health management and equity both county-wide and within the Health Care Agency service areas.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (*This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.*) Attach additional sheet if necessary.

Through this 24-month contract, Advance OC will work in partnership with HCA and its partners to measurably expand Orange County's utilization of the OCEM and its applications to effectively identify, prioritize and address the gaps in the health care system that are driving inequities in health and wellbeing in the county.

To improve access to relevant data and build data utilization capacity in the community, HCA seeks Advance OC's data management services and technical assistance in support of the CDC-RFA-OT21-2103 grant activities. HCA seeks to enhance and promote the OCEM platform by going through an in-depth community engagement process with decision-makers, residents, and community-based organizations to inform improvements to the platform and utilization of the map for planning and decision-making. Additionally, HCA seeks to support and build data utilization capacity among residents, county agencies, cities, and non-profit organizations through training and use-case demonstrations.

Advance OC key performance outcomes for data management services and technical assistance support include:

- 1. Conduct monthly community engagement sessions or presentations to deepen public awareness and support for efforts to reduce inequities.
- 2. Provide health data research and data collection for six (6) population-specific health equity collectives (Asian-Pacific Islanders, Black Community, Individuals with Disabilities, Latinx, LGBTQ, and Older Adults) to inform the planning, identification, and prioritization of population-specific needs and determinants of health areas.
- 3. Provide health data research and demographic data collection to the OC Health Equity Coalition to inform the planning, identification, and prioritization of determinants of health focus areas.
- 4. Produce data profiles, reports, and/or dashboards to support the planning, identification, prioritization, and implementation of the determinants of health action focus areas for the OC Health Equity Coalition.

- 5. Provide technical assistance through data analysis and visualization for the three (3) Determinants of Health Areas of Focus Workstreams.
- 6. Enhance the Orange County Equity Map to increase usability for community and community-based organizations, including continued interface with the Healthy Places Index (HPI) and other State and Nationally recognized indexes, as appropriate. This may include regular updates to the platform, data sets, and data visualization based on the most up-to-date available published data.
- 7. Provide customized data science support for HCA's efforts related to population health, equity, COVID-19, and other activities on an as-needed basis of up ten (10) hours a week.
- 8. Provide a liaison to the community for ongoing technical assistance for the OC Equity Map by hosting webinars to answer FAQs about how to use and interpret the equity mapping tools.
- 9. Contribute and participate in public presentations and workshops with County officials for the OC Equity Map or OC Health Equity initiatives as needed.
- 10. Maintain a HIPAA compliant and secure setting for data use, analysis, and exchange.
- 3. Explain why the recommended vendor is <u>the only one capable of providing the required services and/or</u> <u>commodities</u>. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (*Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.*

HCA has grant funding that will expire on September 30, 2023, so if this contract is not executed and implemented in a timely and expeditious manner, HCA may lose substantial grant funding due to not meeting the grant's objectives and deliverables. HCA is committed to using a data-driven approach that focuses on the different determinants of health, including environmental, economic, and social factors, to meet the goals and objectives of the grant in advancing population health and equity. To do this, HCA and the community stakeholders need a common data platform to understand the baseline of Orange County's environmental, economic, and social factors that influence health. The data platform exists now because of the partnership commissioned in 2020 by HCA and the Board of Supervisors with Advance OC, a non-profit 501c3 organization, to create an Orange County Equity Map (OCEM) utilizing the Social Progress Index (SPI). Additionally, a data-driven and improvement approach aligns with the grant requirements around building data capacity and infrastructure to better understand COVID-19 health disparities and measurable improvements in determinants of health outcomes related to COVID-19. OCEM is the only platform in OC that integrates the SPI, health outcomes, and COVID-19 data, which presents a comprehensive picture of COVID-19 health disparities and the determinants of health that impact adverse COVID-19 effects for impacted communities. As such, HCA benefits significantly by utilizing the OCEM and support from Advance OC in providing technical assistance and subject matter expertise along with the community stakeholders to identify and prioritize critical determinants of health areas to focus on to achieve the grant's objectives and deliverables.

Background and Expertise

Advance OC's mission is to use innovation and strategic philanthropy to address inequities in Orange County

Sole Source Form (Rev 9/18/19)

3

communities. Advance OC is the first and only organization that has brought the Social Progress Index (SPI) to Orange County, while strengthen its utility by incorporating local data and supporting its use in specific locales. Advance OC believes the first step to systemic change is to establish a common baseline. By utilizing data and measuring the real things that matter to real people, the organization brings together leaders from the public, private, and nonprofit sectors to champion equity-oriented, data-driven strategies to deploy targeted and innovative solutions to improve outcomes across all facets of life in Orange County. With the right mix of innovation, resources, and community leadership, Advance OC can help realize a better Orange County for all.

The Board of Supervisors and HCA's collaboration beginning in June 2020 with Advance OC has resulted in the development of the OCEM which provides detailed insight into which OC neighborhoods and communities are experiencing health and wellness disparity. The map comprises composite scores for each OC neighborhood called the Social Progress Index (SPI), a worldwide metric which captures population outcome data in three broad dimensions: Basic Human Needs, Foundations of Well-being, and Opportunity. The index relies on over 50 social indicators that reflect a wide range of social environment variables that contribute to a neighborhood's social progress, such as supermarket access, broadband internet subscribers, eviction rates, diabetes prevalence and voter turnout.

The OCEM platform can be used by anyone in Orange County at no cost to measure, track, and map inequities in the community with neighborhood precision, including identifying the root causes of inequities, understanding socioeconomic determinants, and informing strategies to advance the health and well-being of county residents.

To test and explore this new analytic capability, the HCA has been utilizing the OCEM platform to inform its COVID-19 responses, including testing, vaccine allocation and distribution, and other mitigation strategies. The Agency has thus been able to identify disproportionately impacted communities at the ZIP Code and census tract level and, in turn, promote COVID-19 responses at the neighborhood level, such as can be seen in the standup of mobile vaccination clinics and targeted outreach efforts throughout the county.

The OCEM platform will also provide a roadmap for private and public partnerships to fund initiatives that seek collaborative approaches to addressing complex social circumstances at the root of inequities in health and well-being. It is a tool that brings us one step closer to achieving the HCA's mission: in partnership with the community, deliver sustainable and responsive services that promote population health and equity.



Sole Source Bidsync # 042-C032777-SS-JB

4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for <u>comparable</u> services or supplies. Attach additional sheet if necessary.

HCA cannot assess the fees in relation to the general market because the services/experience are not commensurate with the market. The contract will be funded by the federal Equity grant issued by the U.S. Center for Disease Control and will not impact Net County Costs.

5. If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new technical staff to conduct these activities, which would not be timely and severely limits HCA's ability to meet the grant's deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Advance OC has had no name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? □ Yes ☑ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption) Attach additional sheet if necessary.

Not applicable



Sole Source Bidsync # 042-C032777-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature:	Print Name:	Date:
Hieu Nausen	Hieu Nguyen	8/12/2021

-63FDEF49A8454BA...

SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
Brittany Davis	Brittany Davis	8/12/2021
CBA8D85B77D2461		

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:	Print Name:	Date:
Laston (hau M.D., PhD	Clayton Chau M.D., PhD	8/12/2021

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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION - CEO USE ONLY:

Board of Supervisor Notification Date:				
Comments:				
CPO: 🗆 Approved 🗆 De	nied	CFO:	□Approved	□Denied
CPO Authorized Signature: Date	e: CFO	Authorized Sign	ature:	Date:



Sole Source Bidsync # 042-C032775-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency			Date: August 11, 20	021	
Vendor Name: Public Health Institute		Sole Source 042-C032775	BidSync Number: 5-SS-JB		
Is the above named vendor a retired emp If "Yes", review and Approval is required f			•	☐ Yes ⊠ No s prior to contract execution	n.
Contract Term (Dates): November 2, 2021 - September 30, 2023	Percent F	unded:1] Yes □ No parities Grant	Proprietary? □ Yes ⊠ No
Contract Amount? \$200,000				able? If yes, how many yec tional one-year term (subje	
Type of Request: New Multi-Year		🗆 Renev	val	□ Amendment	□ Increase
Renewal Year: October 1, 2023 – September 30, 2024 October 1, 2024 – September 30, 2025 October 1, 2025 – September 30, 2026Did vendor provide a sole source affide If yes, please attach]Yes 🛛 No	
Board Date: ASR Number: November 2,2021 21-000913		If not sc N/A	heduled to go	o to the Board explain why?	
Does Contract include Non-Standard Lan No, this Contract does not include Non-St			iin in detail.		
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has sta conditions	ndard terms	and		ct Approved by County Cou nsel review is pending	unsel?
Were any exceptions taken? If yes, explain in detail. No					
DPA certifies that they have re source requirements listed in the C					itisfies the sole
Solicitation Exemption (For purchases with special circumstances, and/or when it is determined to be in the best interest of the County.)					



Sole Source Bidsync # 042-C032775-SS-JB

SECTION III - SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

This is a professional service contract for technical assistance, training support, and the Health Care Agency's (HCA) participation in a regional Local Health Departments learning collaborative to support HCA's planned activities and strategies that promote population health management and equity both county-wide and within the HCA's service areas.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (*This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.*) Attach additional sheet if necessary.

The HCA seeks professional services and technical support of the Public Health Alliance of Southern California (The Alliance) to support the grant's activities and projects, including:

- A. Develop strategies to educate providers, community partners, and programs through:
 - i. Multi-Sector Race/Ethnicity Data Collection Trainings: Collection of accurate race/ethnicity data is crucial for measuring disparities in health outcomes, including COVID-19. The Alliance will develop and deliver trainings for collaborative partners on:
 - i. The importance of race and ethnicity data and their role in informing health equity work
 - ii. Best practices for the design of questions collecting race/ethnicity, and strategies to elicit these data successfully and accurately
 - iii. Develop key principles and resources for collecting, analyzing, reporting, and disseminating health equity-related data to inform action during a public health emergency
 - ii. Power Building and Sharing Trainings/Workshops: Develop and implement trainings/workshops for health and equity leaders in the department that elevate best practice approaches for building authentic community relationships and strategies for co-designing solutions that work to address health inequities. Workshops would be developed in collaboration with department equity leads and would provide compensation for and incorporate expertise from local community leadership/partners.
- B. Report on Race/Ethnicity Data Collection Practices: The Alliance will review LHD materials (such as survey instruments and database input forms) and assess current practices for the collection of race/ethnicity and other sensitive demographic data, such as sexual orientation and gender identity. Based on this assessment, recommendations, which may include staff training, process improvements, and instrument modifications, will be made to standardize the collection of, successfully elicit, and record accurate data on, sensitive demographic characteristics. Tasks would include:
 - i. Conducting a literature review, including outreach to community groups, on best practices for writing and collecting sensitive data
 - ii. Reviewing all LHD materials that ask a question on R/E & SOGI

- iii. Compiling specific recommendations to modify LHD materials
- iv. Creating and conducting trainings for staff on how to appropriately elicit and record these data (focus on COVID-19 CI/CT staff)
- C. Joint Regional Equity Learning Collaborative: The Public Health Alliance will convene and facilitate a regional health and racial equity-focused learning collaborative with Public Health Alliance health department regional members that would consist of cross-departmental member teams, including leadership level and equity focused staff. This collaborative would focus on key strategies and approaches for operationalizing equity internally and in partnership with the communities they serve, in alignment with this grant's intended outcomes, strategies and activities. The collaborative will also focus on regional opportunities for alignment around strategies and community-informed approaches for advancing health and race equity during COVID-19 and beyond. The Alliance proposes the following model (building on feedback from multiple member departments):
 - Minimum of 6 virtual convenings over two years over the grant period
 Each member department/agency can identify a 5-6 person cross-departmental learning collaborative
 team. Each team should include: one department/agency equity lead, key partners from the equity
 office or aligned division/bureaus, Director commitment and/or support
 - i. Hands on skill building/training facilitated by the Alliance and other expert speakers/practitioners
 - ii. Key themes/priorities will be aligned with this grant's intended outcomes, strategies and activities, which include, but are not limited to: Racism as a Public Health Crisis Implementation Strategies), Regional Approaches for Data Standardization, Advancing Racial Equity in a Prop 209 State, Enhancing Cross-Departmental Capacity to Advance Health/Race Equity, Advancing Equity Through Departmental Plans (CHA/CHIP), Advancing Health and Race Equity in Contracting and Procurement, Community Coalition and Power building, etc.
 - iii. Identification of regional priorities/areas of alignment with this grant's intended outcomes, strategies and activities, especially Strategy #3 around building, leveraging, and expanding infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved
 - iv. Build community capacity to reach disproportionately affected populations with effective culturally and linguistically tailored programs and practices for testing and contact tracing, and quarantine, including racial and ethnic minority populations and rural communities
- D. Tailored Technical Assistance:
 - A. Equity-focused technical assistance around priority and emerging equity needs for the Office of Population Health and Equity and its efforts to guide addressing COVID-19 among communities at higher risk and that are underserved. Technical assistance can include:
 - One-on-One Director/team meeting support
 - o Support with the forming of employee affinity groups, advisory groups, and other DEI best practices
 - o Capacity building/technical assistance for Office of Population Health & Equity
 - Resource and best/promising practice identification (based on regional, state and national best practices)
 - Training development support
 - B. Healthy Place Index-focused technical assistance to create a data interface between HPI and the HCA's OC SPI. Support improved interoperability between Orange County data tools and the California Healthy Places Index through tailored technical assistance (up to 15 hours) focused on data structures, pipelines, and workflows, including:
 - Advisement on data sources and repositories
 - Informing development of data pipelines between Orange County data tools and the Healthy Places Index data and mapping platform
 - Standardizing file formats

• General TA on use of the California Healthy Places Index map, data, and decision support layers, including support for technical, data, and programmatic questions

Public Health Alliance key performance outcomes for equity-focused technical assistance and supports include:

- 1. Conduct two (2) multi-sector race/ethnicity data collection trainings for both internal and external partners
- 2. Conduct two (2) multi-sector power building and share trainings for cross sector community partners
- 3. Provide up to 10 hours a month of tailored-equity technical assistance to the Office of Population Health and Equity
- 4. Convene and facilitate a regional health and racial equity-focused learning collaborative with Public Health Alliance health department regional members to focus on key strategies and approaches for operationalizing equity internally and in partnership with the communities
- 5. Produce and report on race/ethnicity data collection practices of the HCA, including recommendations for improvement and best practices
- 3. Explain why the recommended vendor is <u>the only one capable of providing the required services and/or</u> <u>commodities</u>. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.

HCA has grant funding that will expire on September 30, 2023, so if this contract is not executed and implemented in a timely and expeditious manner, HCA may lose substantial grant funding due to not meeting the grant's objectives and deliverables. In addition, no other vendors exist as the Public Health Alliance of Southern California is the only Alliance of its kind with involvement from all the local health departments. The Alliance was an essential convenor of all the local health departments during the pandemic as they provide crucial resources, best practices, and cross-learning and collaboration. Additionally, the Alliance is well-positioned to serve as a local and regional technical assistance resource for HCA to help achieve HCA's CDC-RFA-OT21-2103 grant activities and their intended outcomes through customized equity-focused technical assistance, staff and community partner training, and the launch of a regional equity learning collaborative that would include all Alliance members. These activities help the HCA with strategies to build upon our data plans for collecting and reporting, educate stakeholders on data collection and dissemination, and develop and implement plans to disseminate health equity-related data that are culturally and linguistically relevant.

Background and Expertise

The Alliance is a collaborative of the executive leadership of ten Local Health Departments (LHDs) in Southern California, with Orange County joining as the newest Alliance member. Collectively, the Alliance members have statutory responsibility for the health of nearly 60% of California's residents. The Alliance is widely known for its proprietary data mapping tool, the Healthy Places Index, which has been utilized to allocate nearly half-a-billion grant dollars from state agencies and philanthropy, directing resources to communities most in need. The California Department of Public Health is also utilizing the Alliance's Healthy Place Index to support the equity metric as part of the Blueprint for a Safer Economy. This type of data-driven approach, in addition to OC's own SPI platform, to identifying equity issues at the local level enables HCA and other stakeholders in Orange County engage in root cause analysis and find community-based solutions to address local social determinants of health and other factors that drive

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health disparities.

Most recently, HCA has partnered with the Alliance to provide customized support and recommendations to support the expansion and integration of health and race equity across the Agency, conduct a COVID-19 Impact Analysis, and produce an Orange County Healthy Place Index profile for HCA. This support has helped HCA to address COVID-19related health disparities and advance health equity to ensure everyone has the opportunity and resources to live a long and healthy life.

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Sole Source Bidsync # 042-C032775-SS-JB

4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for <u>comparable services or supplies.</u> Attach additional sheet if necessary.

The Public Health Alliance of Southern California has provided a fixed-fee budget that is cost-effective and focused on the required deliverables to support the County's needs in addressing health inequities and supporting the Office of Population Health and Equity as it implements activities and initiatives. The contract will be funded by the federal CDC-RFA-OT21-2103 grant and will not impact Net County Costs.

5. If the recommended vendor was not available, how would the County accomplish this particular task? Attach additional sheet if necessary.

The County would have to go through the lengthy process of hiring new technical staff with the set of expertise and experiences to conduct these activities, which would not be timely to meet the grant's deliverables and performance outcomes by May 31, 2023, and grant funds spent by September 31, 2023. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Public Health Alliance of Southern California did not have any name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years?

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption) Attach additional sheet if necessary.

Not applicable



Sole Source Bidsync # 042-C032775-SS-JB

SECTION IV – AUTHOR/REQUESTOR

Signature:	Print Name:	Date:
Hiers Nargers	Hieu Nguyen	8/12/2021

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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
Brittany Davis	Brittany Davis	8/12/2021
CBA8D85B77D2461		

SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:	Print Name:	Date:
Clayton Chan M.D., PhD	Clayton Chau M.D., PhD	8/12/2021

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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

SOLICITATION EXEMPTION - CEO USE ONLY:

Board of Supervisor Notification Date:					
Comments:					
СРО: 🗆	Approved	□Denied	CFO:	□Approved	Denied
CPO Authorized Sign	nature:	Date:	CFO Authorized Sig	nature:	Date:



Sole Source Bidsync # 042-C032780-SS-JB

SECTION II – DEPARTMENT INFORMATION (Complete in its entirety)

Department: Health Care Agency			Date: August 11, 2021				
Vendor Name: Celery Design Collaborative, LLC			Sole Source BidSync Number: 042-C032780-SS-JB				
Is the above named vendor a retired emp If "Yes", review and Approval is required fr			of Orange?				
Contract Term (Dates): November 2, 2021 – September 30, 2023	Percent Fun Funding Sou	nded:10 urce: FE	ED: (CDC-RFA-OT21-2013 National Second Yes No No Second Yes No				
Contract Amount? \$200,000			Is this renewable? If yes, how many years? Yes, – 3 additional one-year term (subject to availability of funding)				
Type of Request: New Multi-Year] Renew	val 🗌 Amendment 🗌 Increase				
Renewal Year: October 1, 2023 – September 30, 2024 October 1, 2024 – September 30, 2025 October 1, 2025 – September 30, 2026		Did vendor provide a sole source affidavit?					
Board Date:ASR Number:November 2, 202121-000913		f not scl V/A	heduled to go to the Board explain why?				
Does Contract include Non-Standard Lan No, this Contract does not include Non-Sta			in in detail.				
Was Contract Approved by Risk Mgmt.? Risk review not required, Contract has star conditions	ndard terms ar	nd	Was Contract Approved by County Counsel? County Counsel review is pending				
Were any exceptions taken? If yes, explai No	n in detail.						
DPA certifies that they have re source requirements listed in the C			that the information is true and satisfies the sole Policy Manual.				
Solicitation Exemption (For purchases with special circumsto	nces, and/or	when i	it is determined to be in the best interest of the County.)				



Sole Source Bidsync # 042-C032780-SS-JB

SECTION III – SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example: is the contract a commodity, service, human service, public works, or other – please explain.) Attach additional sheet if necessary.

This is a professional services contract for specialized technical assistance for communications planning and campaign development related to population health management and equity.

2. Provide a detailed description of services/commodities and how they will be used within the department. If this is an existing sole source, please provide some history of its origination, Board approvals, etc. (This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies.) Attach additional sheet if necessary.

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

Phase 2 services to be provided: Phase 2 work products to be developed per the requirements of the COUNTY will include:

- Ongoing Social Media Campaign: Design and develop social media messaging, graphics, imagery and videos to promote the availability of the OC Equity Map, the OC Equity Coalition, Action Areas, and the overall Equity in OC initiative for both specific target audiences and the community at large
- Website content: Design of the "Equity in OC" website and development of content, including a comprehensive e-book, frequently asked questions, initiative activities and progress, and guidance for how to be a part of the initiative.
- Advancing the campaign: Additional content for descriptive brochures and other collateral materials to engage and recruit participants into action areas targeted at specific determinants of health, inform potential funders of action areas efforts, and generally promote alignment among community organizations around the aims of the action areas.

Performance outcomes of Phase 2: The Contractor's campaign will create a clear understanding of the roles individuals and organizations can play in creating a healthier and more equitable community. The campaign will focus on a primary call to action: a clearly articulated ask to join the effort and 'do your part'. The communications campaign will be conducted in phases, with each phase informing the next. Through the development of the work products listed above, the Contractor will support achievement of the following outcomes associated with Phase 2 of the campaign:

- A shared understanding among stakeholders and potential/active participants of the objectives of the campaign, how to get involved, current initiative activities underway, planned activities upcoming, etc.
- Advancement of the core campaign messaging, look and feel, and graphics/imagery that are be used throughout the phases to support the campaign's call to action and ongoing engagement and communication need
- Content and design that is informative, engaging, impressionable and motivating
- Continued deployment of a social media strategy that will further the reach of the campaign with a collection of key messages, provide new and updated messaging about initiative opportunities and activities and supporting visuals as required in collaboration with County program manager
- Expanded community awareness of population health and equity needs in Orange County and activities and efforts underway, planned or proposed to help address these needs.

Phase 3 services to be provided: Phase 3 of the Contractor's campaign will focus on messaging of the Initiative's progress, results and learning from Phases 1 and 2 (to support adoption of similar efforts in new areas as well as sustainability of progress achieved) and to transition communication activities to permanent managers. Phase 3 work products to be developed per the requirements of the COUNTY will include:

- Ongoing Social Media Campaign: Advance the social media messaging, graphics, imagery and videos to shift the Equity in OC initiative into a permanent endeavor and transition maintenance to HCA and/or other entities with permanent responsibility to support the equity efforts. Website content: Advance the design of the "Equity in OC" website and development of content, including a comprehensive e-book, frequently asked questions, initiative activities and progress, and guidance to shift the Equity in OC initiative into a permanent endeavor and transition website content and design efforts to HCA and/or other entities with permanent responsibility to support the equity efforts.
- Transitioning the campaign: Design or redesign content for descriptive brochures and other collateral materials to shift the Equity in OC initiative into a permanent endeavor – and transition management of collateral and other campaign communications supports to HCA and/or other entities with permanent responsibility to support the equity efforts.

Performance outcomes of Phase 3: The final phase of the Contractor's campaign will create a clear understanding of how HCA and its partners will continue to address population health and equity needs in Orange County. Through the Phase 3 activities listed above, the Contractor will support achievement of the following outcomes associated with Phase 3 of the campaign:

- A shared understanding among stakeholders, participants and the community at large of the impact of the campaign on inequities in the county, specific changes that were successful and that need to be sustained, lessons learned that will inform future endeavors, and plans to maintain the focus on collaborative population health and equity.
- Transition (to permanent staff at HCA or other entities) of the management of the campaign messaging, content, look and feel, and graphics/imagery so they may be used on an ongoing basis to maintain interest and commitment to reducing inequities in the county.
- Transition of the design of the social media strategy to permanent staff (at HCA or other partners) to maintain the reach of the campaign with a collection of key messages, information about initiative progress, opportunities and activities and supporting visuals as required in collaboration with County program manager
- Expanded and continued community awareness of population health and equity needs in Orange County and activities and efforts underway, planned or proposed to help address these needs.
- 3. Explain why the recommended vendor is <u>the only one capable of providing the required</u> <u>services and/or commodities</u>. How did you determine this to be a sole source and what specific steps did you take? Please list all sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. Include vendor affidavit and/or other documentation which supports your sole source. (Responses will include strong programmatic and technological information that supports the claim that there is only one vendor that can provide the services and/or commodities. Your response will include information pertaining to any research that was conducted to establish that the vendor is a sole source, include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County.) Attach additional sheet if necessary.

Celery Design is currently conducting Phase 1 of this communication campaign and therefore is wellsuited to carry out Phase 2 and 3. The rationale for initial selection of Celery Design is provided below. Their experience remains uniquely in line with our needs; further, the limited timeframe of the funding for this initiative underscore the basis for continuing to use this vendor.

Celery Design Collaborative has created communication design for social movements for over 20 years, including a recent project for the Prevention Institute (PI) that is related to HCA's new population health and equity efforts. This specific design effort positions Celery Design to support rapidly with HCA as our work builds on that of PI in terms of addressing social determinants of health through system change. Given the 24-month duration of this federal grant (*CDC-RFA-OT21-2103 National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities*) and associated need to communicate our strategies to the community immediately, HCA needs a design partner who already understands the nature of the population health and equity content and the audiences to be reached. Delay in developing communication capability will delay the overall project.



Sole Source Bidsync # 042-C032780-SS-JB

4. How does recommended vendor's prices or fees compare to the general market? Attach quotes for <u>comparable</u> services or supplies. Attach additional sheet if necessary.

Celery Design has provided a deliverable-based fee schedule that is cost-effective and focused on the required deliverables to support the County's needs. None of the existing communication design companies currently engaged with the County have the unique experience based that Celery Design has. Celery Design is able to provide the needed services quickly and within the budget issued by the County of Orange. Additionally, hiring new technical staff is not sustainable once the project is complete. This would also negatively impact the County's receipt of federal grant funds due to lack of spending within the required time frame and risk losing the federal funds if we do not execute this contract expeditiously.

5. If the recommended vendor was not available, how would the County accomplish this particular task?

Attach additional sheet if necessary.

The County would have to go through the lengthy process of identifying other vendors with this capability and take the additional time to orient them to the content and approaches. This would delay the progress of this two-year project, which requires initial and ongoing communication to the community and key stakeholders about the opportunities and strategies ahead, current activities and progress to date. The time to find and prepare a new vendor would also negatively impact the County's use of federal grant funds due to lack of spending within the required time frame.

6. Please provide vendor history – name change, litigation, judgments, aka, etc. for the last 7 years.

Celery Design has not had any name changes, litigation, judgments for the last 7 years.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a contractor within the last three years? □ Yes ⊠ No

If yes, provide explanation/support for hiring the retired, former employee as a vendor and provide contract dates, scope of work, and total amounts paid under each contract.

Not applicable

8. Explain (in detail) why a request for Solicitation Exemption is needed. (Only applicable for Solicitation Exemption)

Attach additional sheet if necessary. Not applicable

Sole Source Form (Rev 9/18/19)



Sole Source Bidsync # 042-C032773-BD-SS

SECTION IV – AUTHOR/REQUESTOR

Signature:	Print Name:	Date:
Hill Naugen	Hieu Nguyen	8/12/2021

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SECTION V – CEO Human Resource Services APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

Signature:	Print Name:	Date:

SECTION VI – DEPUTY PURCHASING AGENT CONCURRENCE

Signature:	Print Name:	Date:
-Docusigned by: Brittany Danis	Brittany Davis	8/12/2021
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SECTION VII – DEPARTMENT HEAD APPROVAL

Signature:	Print Name:	Date:
—Docusigned by: (Lauton, Chan M.D., PhD	Clayton Chau M.D., PhD	8/12/2021

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SECTION VIII – COUNTY PROCUREMENT OFFICE

Prior to execution of a contract, the County Procurement Officer or designee shall approve All Sole Source requests for Commodities that exceed \$250,000, Capitol Assets and services exceeding \$75,000, and All other Sole Source requests that require Board approval despite the amount. Approvals are obtained electronically through the County's online bidding system.

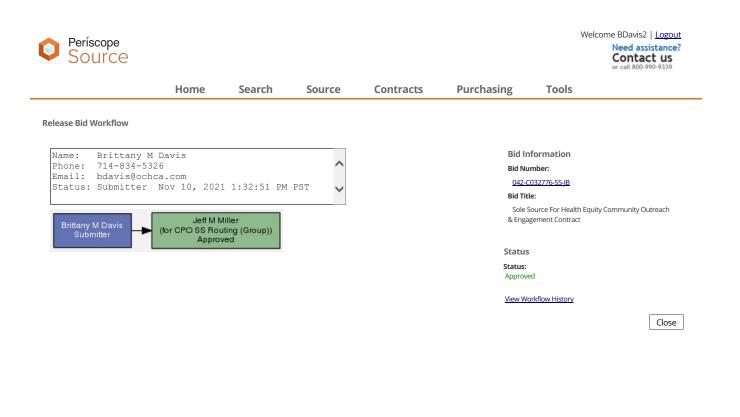
SOLICITATION EXEMPTION - CEO USE ONLY:

Board of Supervisor	Board of Supervisor Notification Date:									
Comments:										
CPO: [□Approved	□Denied	CFO:	□Approved	Denied					
CPO Authorized Sig	nature:	Date:	CFO Authorized Si	gnature:	Date:					

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Release Bid Workflow						
Name: Janinne Boutte Phone: 714-834-5850 Email: jboutte@ochca.com Status: Submitter Oct 13, 2021 10:1		DT				Bid Information Bid Number: 042-C032725-BD-SS Bid Title: Population Health And Equity Partnership Services
Janinne Boutte Submitter (for CPO SS Routing Approved						Status Status: Approved
						View Workflow History Close

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Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com



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Release Bid Workflow						
Name: Janinne Boutte Phone: 714-834-5850 Email: jboutte@ochca.com Status: Submitter Oct 13, 2021 Janinne Boutte Submitter Jeff Mi	Miller uting (Group))	DT				Bid Information Bid Number: 042-C032777-SS-JB Bid Title: OC Health Equity Map Community Engagement And Platform Enhancements Services
						Status Status: Approved
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Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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						View Workflow History Close

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Name: Janinne Boutte Phone: 714-834-5850 Email: jboutte@ochca.com Status: Submitter Oct 13, 2021 10:22:03 A Janinne Boutte Submitter (for CPO SS Routing (Group)) Approved					Bid Information Bid Number: 042-C032780-5S-JB Bid Title: OC Health Equity Coalition Media And Communication Campaign Services
					Status Status: Approved <u>View Workflow History</u>
					Close

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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