



CONTRACT NO. MA-042-22010163

FOR

**POPULATION HEALTH AND EQUITY
PARTNERSHIP SERVICES**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

**INSTITUTE FOR HEALTHCARE
IMPROVEMENT**

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

This Contract Number MA-042-22010163 ("Contract"), is made and entered into this 2nd day of November, 2021 ("Effective Date") between Institute for Healthcare Improvement ("Contractor"), with a place of business at 53 State Street, 19th Floor, Boston, MA 02109 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 405 W. 5th St., Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

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

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

RECITALS

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

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

ARTICLES

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

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

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

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

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

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Population Health and Equity Partnership Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on November 2, 2021 through and including September 30, 2023. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to

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

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

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

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

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

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

12. **Disputes – Contract:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

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

Contractor: Institute for Healthcare Improvement

valerie spalding

Print Name

Business Development Vice President

Title

DocuSigned by:

Valerie Spalding

Signature

8/16/2021

Date

Amy Hosford-Swan

Print Name

CFO

Title

DocuSigned by:

Amy Hosford-Swan

Signature

8/16/2021

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

Approved As To Form

Office of the County Counsel - County of Orange, California

Massoud Shame1

Print Name

Massoud Shame1, Deputy County Counsel

Title

DocuSigned by:

Massoud Shame1

Signature

8/17/2021

Date

ATTACHMENT A

SCOPE OF WORK/PRICING

Background

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

This partnering will include:

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

Services - Overview

Informing Frameworks

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

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

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

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

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

Services – Phases

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

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

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

All three phases will contain both internal and external work:

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

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

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

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

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

Phase I: Planning and Foundation

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

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

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

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

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

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

CONTRACTOR Phase I Roles

Specific CONTRACTOR roles to accomplish the above include:

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

Phase II: Learning and Action

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

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

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

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

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

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

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

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

During these Action Periods, CONTRACTOR will support COUNTY to:

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

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

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

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

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

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

CONTRACTOR Phase II Roles

Specific CONTRACTOR roles to accomplish the above include:

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

Phase III: Harvesting, Future Action Planning, and Dissemination

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

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

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

Milestone Schedule and Fees

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

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

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

ATTACHMENT B

COMPENSATION AND INVOICING

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

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

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

See Attachment A

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

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

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

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

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

Invoice and support documentation are to be forwarded to:

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

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