



**CONTRACT NUMBER MA-017-20010774
BETWEEN
COUNTY OF ORANGE
AND
LATINO HEALTH ACCESS
FOR**

REGIONAL COMMUNITY-BASED OUTREACH SERVICES FOR THE 2020 CENSUS

This Contract MA-017-20010774 for Regional Community-Based Outreach Services for the 2020 Census (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and **Latino Health Access DBA Latino Center for Prevention and Action in Health & Welfare**, with a place of business at **450 West 4th Street, Santa Ana, CA 92701** (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) to provide Regional Community-Based Outreach Services for the 2020 Census to the County; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or his designee to enter into a Contract for Regional Community-Based Outreach Services for the 2020 Census with Contractor; and

WHEREAS, Contractor agrees to provide Regional Community-Based Outreach Services for the 2020 Census to County as further set forth in the Scope of Services, attached hereto as Attachment A and incorporated herein; and,

WHEREAS, Contractor agrees to accept payment set forth in the Compensation and Pricing, attached hereto as Attachment B and incorporated herein; and,

NOW THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, 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 after satisfactory acceptance and completion of each milestone as per Attachment B.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities 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 or Sub-Contracting:** 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:** 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 Provision:** 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:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence

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.

The Commercial General Liability policy shall contain a severability of interest 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably

affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Intentionally Omitted.
- 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 Indemnities") 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 Indemnities, 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 Contract 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, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide regional community-based outreach services for the 2020 Census under a fixed fee Contract.
2. **Term of Contract:** This Contract shall commence upon execution of signatures or, upon the approval of the County Board of Supervisors and continue from that date until September 30, 2020, unless otherwise terminated by County. This Contract is non-renewable.
3. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
5. **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:
 - Terminate the Contract immediately, pursuant to Section K herein;
 - Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **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.
7. **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.

8. **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 relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
9. **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.
10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services Contract or a Contract which includes a consulting component may be awarded a Contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services Contract. Therefore, any consultant that Contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor’s insolvency, the County may terminate this Contract.
14. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

- 16. Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.
- 17. 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 and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.
- 18. 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 seven 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 DPA.
- 19. Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws
- 20. 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.
- 21. Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
- 22. Default:** In case of default by Contractor, the County of Orange 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.
- 23. 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 Purchasing Agent by way of the following process:
 - b) The Contractor shall submit to the agency/department assigned DPA 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.

- c) 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.
- d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- e) Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (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 Terminate for Convenience as stated in Section K herein.

24. 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:

- a) 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).
- b) Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c) Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d) 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:
- e) The Contractor has made false certification, or
- f) The Contractor violates the certification by failing to carry out the requirements as noted above.

25. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11426 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.

- 26. 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 Contractor 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 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 without payment of additional compensation.
- 27. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 28. Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
- 29. Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

- 30. Lobbying:** On 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 for 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 agreement.
- 31. 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.
- 32. No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 33. Notice of Claims:** Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.
- 34. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

Contractor: Latino Health Access
 Attn: Gloria Montiel, Ph.D.
 450 W. 4th Street, Suite 130
 Santa Ana, CA 92701
 Phone: (714) 542-7792

cc: Latino Health Access
 Attn: Nancy Mejia
 Phone: (714) 542-7792

County: County of Orange
 County Executive Office
 Attn: Saul Viramontes, Special Project Manager
 333 W Santa Ana Blvd., 3rd Floor
 Santa Ana, CA 92701
 Phone: (714) 834-4755

cc: County of Orange
 CEO/County Procurement Office
 Attn: Yarida Guzman, Deputy Purchasing Agent
 1300 S. Grand Avenue
 Building A – 2nd Floor
 Santa Ana, CA 92705
 Phone: (714) 567-7368

- 35. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
- 36. Precedence:** The Contract documents consist of this Contract and its attachments 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 articles of this Contract, and then the exhibits and attachments.
- 37. Price Increase/Decrease:** No price increases will be permitted during the first year of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide 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. The County may enforce, adjust, 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.
- 38. Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar 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 and key personnel. Said approval shall not be unreasonably withheld.
- 39. Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule, which may be revised at anytime in County's sole discretion, with Contractor's concurrence. Contractor is responsible for adhering to the approved project schedule.
- 40. Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbols 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 services.
- 41. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at 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, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 42. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall

provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

- 43. State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor must allow Contractor’s financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or County. The State or County shall provide reasonable notice of such audit.
- 44. Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.


SIGNATURE PAGE FOLLOWS

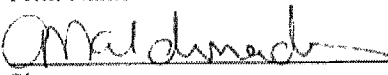
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

LATINO HEALTH ACCESS

*Pursuant to California Corporations Code Section 313, a contractor that is a corporation must have two (2) signatures: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any 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 demonstrating the legal authority of the signatory to bind the corporation.

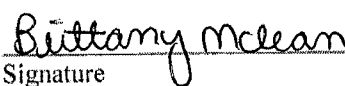
America Bracho, MPH, CDE	Board President & Chief Executive Officer
_____ Print Name	_____ Title
	December 12, 2019
_____ Signature	_____ Date

Olivia Maldonado	Board Secretary
_____ Print Name	_____ Title
	12/11/19
_____ Signature	_____ Date

COUNTY OF ORANGE A political subdivision of the State of California

_____ Print Name	Deputy Purchasing Agent Title
_____ Signature	_____ Date

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BRITTANY MCLEAN	DEPUTY COUNTY COUNSEL
_____ Print Name	_____ Title
	12/12/19
_____ Signature	_____ Date

ATTACHMENT A SCOPE OF SERVICES

I. BACKGROUND

The Orange County Board of Supervisors (Board) recognizes the need for Regional Community-Based Outreach Services for the 2020 Census in Orange County. Given this need, the Board is executing contracts with Community Based Organizations (CBOs) to provide various Regional Community-Based Outreach Services for the 2020 Census throughout the county. The Scope of Services that Contractor must provide under this Contract are set forth in this Attachment A.

Contractor must provide targeted person-to-person outreach to Hard-to-Count (HTC) communities and populations within the HTC Zones specified in this Attachment A. A description of all HTC Zones applicable to this Contract is set forth in Attachment D.

HTC communities and populations are those identified by the California Complete Count Office (CCC Office), which include:

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

II. DEFINITIONS

County Lead Coordinator: County agency assigned project lead or County Project Manager.

DPA: Deputy Purchasing Agent

CBO: Community-Based Organization, Non-profit, School Districts.

HTC: Hard-to-Count

CCC Office: California Complete County Office

QAC: Questionnaire Assistance Centers

NRFU: Non-Response Follow-Up

OCCCC: OC Complete Count Committee

FRCs: Family Resource Centers

Local CCCs: Complete Count Committees in zone, including city, ethnic, and sector committees

Shall or Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in termination for cause under this Contract.

III. SERVICES

1. Contractor shall provide the following regional community-based outreach services for the 2020 Census:
 - a) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 5
 - b) Activity Type 1 and Activity Type 2 outreach services in HTC Zone 7.

2. Activity Type 1 and Activity Type 2 outreach services require Contractor to do the following, except to the extent modified in subsection (1) above:

a) **Activity Type 1: Door-to-Door/Boots-on-the-Ground Outreach**

Activities in this category consist of person-to-person outreach in pre-determined Census tracts or block-groups considered HTC (Attachment D, HTC Zones). Contractor must engage the public through canvassing and other geographic-based activities. Activities must include facilitating conversations about the Census and using County-approved talking points to communicate the importance of the Census. Contractor is required to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources.

Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 1 outreach services for each HTC Zone listed in subsection (1) above.

b) **Activity Type 2: Innovative Outreach**

County is aware that door-to-door strategies will not work with all HTC communities and populations and that there is a need for innovative outreach. Activities in this category consist of innovative and cost-effective ideas to engage with and to educate HTC communities and populations on the Census (see Section IV Objectives below) and/or to collect pledges from HTC residents by collecting phone numbers to be used later for text messages or phone calls regarding the 2020 Census timeline, education, and resources. Some alternate ideas may include, but are not limited to:

- Booths/tabling at community events, fairs, and highly visited areas, such as in front of businesses and supermarkets in HTC Zones (as identified in Attachment D)
- Hosting community events to discuss the 2020 Census, its purpose and key elements
- Establishing Questionnaire Assistance Centers (QAC) in high traffic areas where HTC residents frequently visit
- Contractor-hosted Census community events, town halls, forums, etc.
- Outreach at faith-based locations
- Connecting with groups using popular and culturally appropriate platforms

Activities in this category also consist of all activities in Contractor's response to Request for Proposal (RFP) 017-C023928-YG listed in Section III-Services, Item 1, Activity Type 2 outreach services for each HTC Zone listed in subsection (1) above.

3. Contractors may propose as part of their proposed strategic plan, which may be incorporated into their final strategic plan, volunteer, no cost to County, in-kind resources such as access to community events, email blasts, social media presence, phone/text message banking, newsletters and other communications assets.

In-kind activities may include:

- Providing Census messaging deliverables during regular visits to HTC residents during the Contractor's existing operations
- Promoting the Census in newsletters or other communication mediums owned by the contractor
- Offering no-cost advertising space for Census branding and educational communications

4. Contractor is required to perform all activities included in the final strategic plan approved by the County.

IV. OBJECTIVES

In performing the Services under this Contract, Contractor shall achieve the following objectives:

1. **EDUCATE:**
 - a) Contractor shall “educate” and inform the public about the Census process, purpose and timeline and inform the public that the Census data is confidential.
 - b) Contractor shall inform the public of the importance of the Census and advise that based on the results of this Census, the State and County will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services that will be distributed locally.
2. **MOTIVATE:**
 - a) Contractor shall “motivate” the public to participate in the census for the 2020 Census.
 - b) Contractor shall work with the public to minimize/eliminate fear of completing the census questionnaire and instill trust that the government will not use this data in a negative way.
 - c) Contractor shall utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
3. **ACTIVATE:**
 - a) Contractor shall engage trusted messengers in trusted environments to help the public, specifically the HTC communities, participate in the census.
 - b) Contractor shall conduct and participate in community gatherings and other forums to rally the public to participate in the Census.
 - c) Contractor shall collaborate with other stakeholders and across sectors to encourage the public to participate in the census process by filling out the census questionnaire.
 - d) Contractor shall provide County with, data collected during outreach efforts, including phone numbers and activity information related to the collection of each data set.

V. CONTRACT REQUIREMENTS AND DELIVERABLES

1. **REQUIREMENTS:**
 - a) Contractor must participate in a minimum of one subcommittee in the OCCCC, as determined by the County Lead Coordinator.
 - b) Contractor must work with County Lead Coordinator, other Census outreach contractors and stakeholder partners as identified and directed by County.
 - c) Contractor must complete the County reporting requests to comply with Contract terms, including reporting the outcomes of each outreach activity.
 - d) Contractor must use only County approved outreach materials and messaging, as provided by County. Any other outreach material and messaging must be approved by County prior to use.
 - e) Contractor must dedicate a full-time management staff member, who must remain consistent throughout the term of this Contract unless otherwise approved by County Lead Coordinator, and a team of support staff to handle County of Orange issues. Said individual(s) shall be subject to the approval of the County Executive Officer and/or Project Manager/Coordinator.

- f) Contractor's completion rate for outreach services is based on the completion rate of services Contractor proposed for each HTC Zone and Activity Type in Contractor's response to Request for Proposal (RFP) 017-C023928-YG.

2. **DELIVERABLES:**

- a) Contractor must meet with County for a kick-off meeting within thirty (30) calendar days of Contract start. At least five (5) business days before the kick-off meeting, Contractor must provide a proposed strategic plan that states the services to the HTC communities that will be performed and the project schedule for when the services will be performed (e.g., dates, location and events of outreach services).
- b) Contractor must discuss the proposed strategic plan with County and receive approval on a final strategic plan by the County Lead Coordinator. County reserves the right to request changes to the proposed strategic plan during the kick-off meeting to ensure the County needs and/or new State requirements/mandates are met.
- c) Contractor must meet monthly with County Lead Coordinator and other County designees to provide a review of the previous month's outreach services and to obtain County approval on any updates to the previously approved project schedule and outreach services. In preparation for each meeting, Contractor must provide a monthly report that describes the outreach services and the percent completion of outreach services (i.e., the HTC population count for each HTC Zone that has received Contractor's outreach services under this Contract).
- d) Contractor must provide a final strategic plan, which must include at a minimum, the organization's name, how many staff involved, project schedule (date and time of activity), activity type, brief description of type of activity, identified/list the census tract, include an address, number of impressions, type of household, etc., within fifteen (15) calendar days of the kick-off meeting.
- e) **Contractor shall not start any services under this Contract before the kick-off meeting and approval of Contractor's final strategic plan by the County Lead Coordinator.**
- f) Contractor must provide a final report by May 15, 2020. At a minimum, the final report must include:
- i. Local responses outcome.
 - ii. Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign.
 - iii. Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction and, if appropriate, across California.
 - iv. Evaluations, criteria used and further recommendations for 2030.
 - v. Any other information requested by County.

VI. **COUNTY RIGHTS**

1. County may cancel or reduce services and associated funds provided under this Contract in County's sole discretion if County determines Contractor does not meet one or more mutually agreed project schedule deadlines.
2. County reserves the right to make changes to services during the Contract term, as services are required to meet County needs or State mandated requirements.

ATTACHMENT B COMPENSATION AND PRICING

- I. COMPENSATION:** This is a fixed fee Contract between County and Contractor to provide Regional Community-Based Outreach Services for the 2020 Census, as needed and as set forth in Attachment A, “Scope of Services.”

Contractor shall receive the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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 Contractor of all its duties and obligations hereunder. There will be no up-front fees and Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A, Scope of Services. **County has no obligation to pay any sum in excess of the Fee specified herein unless authorized by amendment in accordance with Articles “C” and “P” of the County Contract Terms and Conditions.**

II. PRICING:

Contractor shall receive the fee specified in the table below for the applicable Activity Type 1 and/or Activity Type 2 outreach services in each HTC Zone specified pursuant to Section IV. Payment Terms below.

Item	Zone Number	Activities	Population to reach	Flat Fee for Project
005	Zone 5	Activity Type 1	4,000	\$25,000.00
		Activity Type 2	2,000	\$5,000.00
007	Zone 7	Activity Type 1	6,000	\$30,000.00
		Activity Type 2	2,000	\$5,000.00

III. CONTRACTOR’S EXPENSE:

- a. Fees listed in this Attachment B are inclusive of all administrative fees, operational fees, traveling fees, transportation fees, printed materials fees, parking fees and/or any other costs/fees required to provide such services. No additional fees or costs shall be paid beyond the flat fee stated.
- b. Fees received under this Contract shall not be used for outreach services for the 2020 Census being provided by Contractor to another organization. The outreach services for the 2020 Census being provided by Contractor to another organization constitute volunteer, no cost to County, in-kind outreach services and are not to be included as part of the calculation to determine completion rate of outreach services.
- c. If Contractor hosts or stages conferences or seminars to which County officials or employees are invited, Contractor is not entitled to any additional compensation or reimbursement of costs beyond the compensation allowed in this Attachment B. To the extent Contractor provides County officials or employees with free admission to a conference or seminar, or travel to and from such event, the parties will comply with the provisions of Title 2, Sections 18950.1 et seq. of the California Code of Regulations, and any other applicable law or regulation or County ordinance concerning the provision of services or gifts to public officers or employees.

- IV. PAYMENT TERMS** – Invoices are to be submitted in arrears to the person specified in this Attachment B, unless otherwise directed in this Contract. Payment milestones shall be set as follows:

Milestone	Project Completion*	Amount Due
1	County’s approval of Final Strategic Plan.	20 % of total contract amount
2	County’s approval of Contractor’s monthly report detailing 60% completion of outreach services per activity for each HTC Zone.	40% of total contract amount
3	County’s approval of Contractor’s Final Report detailing 100% completion of outreach services per activity for each HTC Zone.	40% of total contract amount

*Contractor shall submit an invoice to County Lead Coordinator only after satisfactory completion and County acceptance of each milestone.

Contractor shall reference the Contract number on the invoice. Payment will be net thirty (30) business days after receipt of an invoice in a format acceptable to the County of Orange, verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

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

Payments made by County do not preclude the right of 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.

V. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT)

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the Deputy Purchasing Agent.

VI. INVOICING INSTRUCTIONS:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1, above
- c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- d. Name of County agency/department
- e. Delivery/service address
- f. Master Agreement (MA); Contract (CT); or Purchase Order (PO) number
- g. Date of order
- h. Product/service description, quantity, and prices
- i. Sales tax, if applicable
- j. Freight/delivery charges, if applicable
- k. Total

Send Invoice(s) to:

County Executive Office
Attn: Saul Viramontes, Special Projects Manager
333 W Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT C STAFFING PLAN

I. Primary Staff /Key Personnel to perform Contract duties

Name	Classification Title	Years of Experience	Number of Years with Contractor
Hilda Ortiz	Program Coordinator, Civic Engagement	9	5
Hiroshi Minakata	Dir. Emotional Wellness + South County Initiatives	14	14
TBD*	Promotores Zone 5		
TBD*	Promotores Zone 7		

II. Alternate staff/ Key Personnel (for use only if primary staff is not available)

Name	Classification Title	Years of Experience	Number of Years with Contractor
Nancy Mejia	Director, Community Engagement & Advocacy	15	5

*County Lead Coordinator must receive the names and approve all “TBD” staff/key personnel during the kick-off meeting. Any staff/key personnel not approved by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

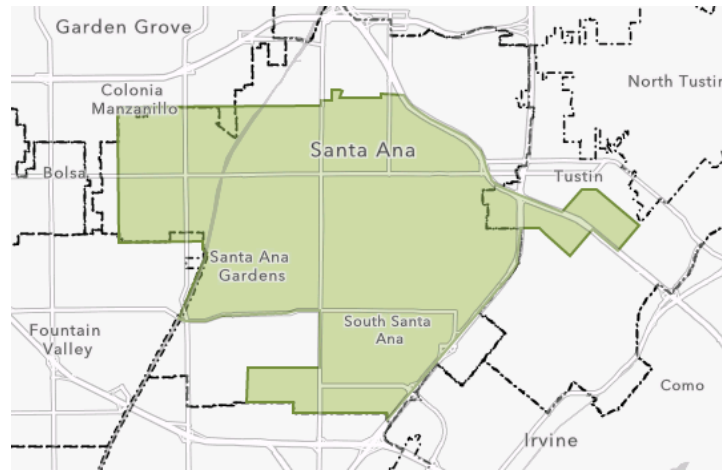
Contractor certifies that the primary staff/key personnel in this Attachment C will be used to perform the outreach services for the duration of the Contract, unless otherwise requested or approved by the County. Substitution or addition of primary staff/key personnel in any given category or classification is not allowed unless Contractor receives express prior written consent of the County Census Lead/Project Manager. **Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes.**

Contractor has the right to involve staff/personnel, as their services are required, but only with County’s express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required. **Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes.**

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove Contractor’s staff/personnel and Contractor is required to comply within the time requested. Any staff/key personnel whose approval has been revoked/removed by County Lead Coordinator may not perform services under this Contract and Contractor may not include the work performed by such individuals in its monthly reports and final report to the County for payment.

ATTACHMENT D
COUNTY OF ORANGE - HTC ZONES MAP INDEX

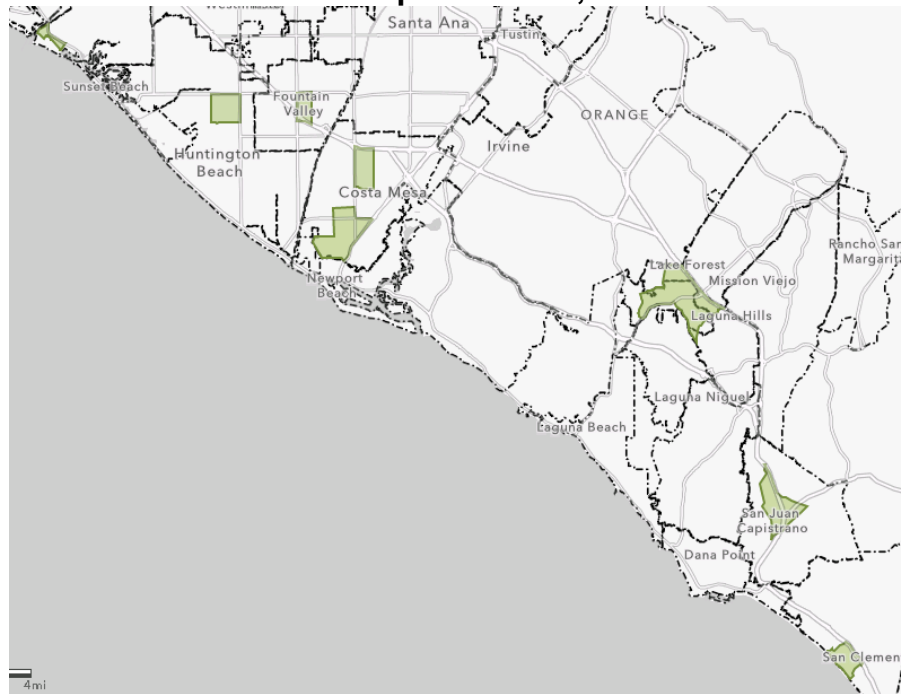
Outreach Zone 5
HTC Population: 294,468



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
							Spanish	Vietnamese	Arabic	Chinese	Japanese	Other PI languages
5	Santa Ana	169	6059074805	Census Tract 748.05	5,700	89	99.7	0.3	0			
5	Santa Ana	423	6059074803	Census Tract 748.03	8,937	62	70.1	28.3	0.9			
5	Santa Ana	451	6059074405	Census Tract 744.05	6,187	93	98	1.4	0.4			
5	Santa Ana	452	6059074806	Census Tract 748.06	5,299	89	93.4	4.4	1.4			
5	Santa Ana	455	6059074901	Census Tract 749.01	9,846	90	95.4	3	1.1			
5	Santa Ana	456	6059074902	Census Tract 749.02	6,497	93	100	0	0			
5	Santa Ana	481	6059099247	Census Tract 992.47	3,542	55	66.4	27.4	3.8			
5	Santa Ana	482	6059099248	Census Tract 992.48	5,743	67	72	26.2	1.6			
5	Santa Ana	483	6059099249	Census Tract 992.49	4,690	75	78.8	20.2	1			
5	Santa Ana	492	6059074406	Census Tract 744.06	3,422	72	98.5	1.5	0			
5	Tustin	493	6059074408	Census Tract 744.08	6,327	78	98.7	1.3	0			
5	Santa Ana	505	6059074502	Census Tract 745.02	5,631	67	94.5	3.6	1.3			
5	Santa Ana	506	6059075002	Census Tract 750.02	8,022	112	91.9	4.9	2.3			
5	Santa Ana	507	6059075003	Census Tract 750.03	7,205	100	98	1.4	0.6			
5	Santa Ana	625	6059075004	Census Tract 750.04	5,344	100	100	0	0			
5	Santa Ana	703	6059074501	Census Tract 745.01	7,481	94	96.1	3.5	0.3			
5	Santa Ana	3155	6059074108	Census Tract 741.08	5,002	48	96.9	3.1	0			
5	Santa Ana	3156	6059074109	Census Tract 741.09	3,536	67	83.6	5.9	3.1			
5	Santa Ana	3162	6059074200	Census Tract 742	9,575	51	98.3	1.4	0.3			
5	Santa Ana	3229	6059074004	Census Tract 740.04	8,555	48	73.5	14.3	7.4			
5	Santa Ana	3230	6059074005	Census Tract 740.05	7,955	64	86.5	12	0.9			
5	Santa Ana	3231	6059074006	Census Tract 740.06	5,590	56	89.9	3.8	1.7			
5	Santa Ana	3232	6059074102	Census Tract 741.02	6,653	60	89.3	7.1	1.6			
5	Santa Ana	3233	6059074103	Census Tract 741.03	4,923	50	95.6	3.2	0.8			
5	Santa Ana	3300	6059089001	Census Tract 890.01	7,696	57	60	36.5	3			
5	Santa Ana	3313	6059074601	Census Tract 746.01	7,862	69	98.2	0.9	0.5			
5	Santa Ana	3314	6059075100	Census Tract 751	10,050	78	91.6	6.3	0.6			
5	Santa Ana	3315	6059075201	Census Tract 752.01	6,417	68	92.8	6.1	0.8			

Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
							Spanish	Vietnamese	Chinese	Mon	Arabic	Other
5	Santa Ana	3316	6059075202	Census Tract 752.02	5,510	57	Spanish	95.6	Vietnamese	2.1	Thai	1.3
5	Santa Ana	3395	6059074701	Census Tract 747.01	8,599	68	Spanish	91.6	Vietnamese	6.7	Chinese	1.7
5	Santa Ana	3396	6059074702	Census Tract 747.02	6,163	65	Spanish	96.1	Chinese	2.5	Vietnamese	1.1
5	Santa Ana	3409	6059074602	Census Tract 746.02	8,087	71	Spanish	98.9	Mon	1.1	Chinese	0
5	Santa Ana	3410	6059074802	Census Tract 748.02	6,810	74	Spanish	90.7	Vietnamese	9.3	Arabic	0
5	Santa Ana	3447	6059089004	Census Tract 890.04	7,422	72	Spanish	57.5	Vietnamese	34.1	Laotian	5.1
5	Santa Ana	3450	6059089104	Census Tract 891.04	6,150	84	Spanish	71.8	Vietnamese	25.6	Mon	2.3
5	Santa Ana	3451	6059089105	Census Tract 891.05	6,543	93	Spanish	91.4	Vietnamese	7	Chinese	1.5
5	Tustin	3523	6059075507	Census Tract 755.07	5,556	48	Spanish	55	Korean	11	Other PI languages	6.8
5	Tustin	3525	6059075514	Census Tract 755.14	3,858	79	Spanish	85.8	Tagalog	3.7	Vietnamese	3.4
5	Santa Ana	3540	6059099202	Census Tract 992.02	8,430	62	Spanish	48.9	Vietnamese	42.2	Chinese	3.5
5	Santa Ana	3548	6059074003	Census Tract 740.03	4,311	68	Spanish	86.1	Russian	2.4	Persian	2.1
5	Santa Ana	3603	6059074801	Census Tract 748.01	6,568	76	Spanish	97.7	Vietnamese	1.6	Japanese	0.4
5	Santa Ana	3686	6059074300	Census Tract 743	4,163	68	Spanish	99.7	Vietnamese	0.3	Arabic	0
5	Santa Ana	3687	6059074403	Census Tract 744.03	6,023	99	Spanish	95.7	Vietnamese	1.7	Mon	1.4
5	Santa Ana	6548	6059074107	Census Tract 741.07	6,811	52	Spanish	68.2	Vietnamese	14.1	Other Indic languages	6.6
5	Tustin	6765	6059074407	Census Tract 744.07	5,642	81	Spanish	94.6	Vietnamese	1.2	Korean	1
5	Tustin	6792	6059075512	Census Tract 755.12	4,135	67	Spanish	74.1	Chinese	6.7	Other Asian languages	5

Outreach Zone 7
HTC Population: 86,558



Zone	City	FID	GEOID	Tract label	Population	CA HTC Index	Top Non-English Languages (%)					
							Spanish	Chinese	Korean	Other PI languages	Vietnamese	Persian
7	Laguna Hills	171	6059062647	Census Tract 626.47	4,447	47	Spanish	51.9	Chinese	15	Korean	9.3
7	Costa Mesa	229	6059063808	Census Tract 638.08	6,093	70	Spanish	97.2	Vietnamese	0.9	Other PI languages	0.9
7	Laguna Hills	865	6059062622	Census Tract 626.22	3,889	49	Korean	43.2	Persian	17.2	Chinese	13.7
7	Laguna Woods	984	6059062646	Census Tract 626.46	3,731	54	Chinese	34.7	Korean	13.7	Persian	10.5
7	San Clemente	1029	6059042107	Census Tract 421.07	4,492	60	Spanish	98.1	Tagalog	1.1	Thai	0.8
7	San Clemente	1030	6059042108	Census Tract 421.08	4,880	51	Spanish	96.9	Portuguese	3.1	Japanese	0
7	San Juan Capistrano	3005	6059042312	Census Tract 423.12	9,900	57	Spanish	97.6	Chinese	0.9	Other Indo	0.7
7	Costa Mesa	3011	6059063604	Census Tract 636.04	4,298	65	Spanish	87.2	Korean	5.1	Chinese	4.5
7	Costa Mesa	3187	6059063902	Census Tract 639.02	7,090	54	Spanish	65.8	Japanese	13.8	Other PI languages	9.7
7	Costa Mesa	3609	6059063605	Census Tract 636.05	5,445	73	Spanish	99	Arabic	1	Chinese	0
7	Costa Mesa	3610	6059063701	Census Tract 637.01	5,717	77	Spanish	93.7	Vietnamese	2	Mon	1.2
7	Costa Mesa	3611	6059063702	Census Tract 637.02	5,926	47	Spanish	89.9	Other Indo	3.1	Tagalog	2.5
7	Seal Beach	3656	6059099512	Census Tract 995.12	3,186	48	Spanish	39.4	German	24.8	Vietnamese	17.5
7	Laguna Woods	4175	6059062648	Census Tract 626.48	2,677	48	Korean	56.5	Chinese	22	Hungarian	11.3
7	Fountain Valley	6589	6059099251	Census Tract 992.51	5,949	51	Vietnamese	56	Arabic	12.4	Portuguese	11.7
7	Huntington Beach	6685	6059099402	Census Tract 994.02	8,838	80	Spanish	93.9	Vietnamese	3.3	Chinese	1