

SUBCONTRACT AGREEMENT	
<b>AGREEMENT NUMBER:</b> AR03916	
<b>PERIOD OF PERFORMANCE:</b> July 1, 2021 through February 28, 2022	
<b>TOTAL AMOUNT:</b> \$350,000.00	
PRIME CONTRACT RECITALS	
<b>PRIME CONTRACT FUNDING AGENCY:</b> Government Operations Agency	
<b>PRIME CONTRACT NUMBER:</b> GOVOPS-C2054	
SUBCONTRACTOR INFORMATION	
<b>COUNTY OF MENDOCINO</b> 1120 S. Dora Street Ukiah, CA 95482 Tel: 707-472-2656	<b>AUTHORIZED REPRESENTATIVE</b> Anne Molgaard, Director of Transition, Public Health Email: <a href="mailto:molgaardac@mendocinocounty.org">molgaardac@mendocinocounty.org</a> Tel: 707-472-2770
PRIME CONTRACTOR INFORMATION	
<b>PUBLIC HEALTH INSTITUTE</b> 555 12 <sup>th</sup> Street, Suite 290 Oakland, CA, USA 94607 Tel: 510-285-5500	<b>AUTHORIZED REPRESENTATIVE</b> Matthew Marsom, Sr. VP of Public Policy & Programs Email: <a href="mailto:Matthew.Marsom@phi.org">Matthew.Marsom@phi.org</a> Tel: 510-285-5540
<b>PROGRAM REPRESENTATIVE</b> Aver Wishum, Program Manager Email: <a href="mailto:AWishum@phi.org">AWishum@phi.org</a> Tel: 909-968-6446	<b>ADMINISTRATIVE REPRESENTATIVE</b> Diana Duong, Grants & Contracts Specialist Email: <a href="mailto:diana.duong@phi.org">diana.duong@phi.org</a> Tel: 510-285-5562
The Public Health Institute (PHI) hereby enters into this Subcontract as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and County of Mendocino is hereafter referred to as "Subcontractor." The Subcontractor agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subcontract.	
<b>SUBCONTRACTOR SIGNATURE</b>  <i>AC Molgaard</i>	<b>PUBLIC HEALTH INSTITUTE</b>  <i>Matthew Marsom</i>
9/20/2021	09/28/2021
Anne Molgaard Director of Transition, Public Health	Matthew Marsom Sr. VP of Public Policy & Programs Administration



**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: *Anne Molgaard*  
Anne Molgaard, Public Health Transition  
Director

Date: 10/19/2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 4013

Line Item: 82-5490

Org/Object Code: PNCDIZ 825490 PNVAX

Grant: ☐ Yes ☒ No

Grant No.: **Allocation**

**COUNTY OF MENDOCINO**

By: *Dan Gjerde*  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: 11/16/2021

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: *Amy*  
Deputy 11/16/2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Amy*  
Deputy 11/16/2021

**INSURANCE REVIEW:**

By: *Carmel J. Angelo*  
Risk Management

Date: 10/15/2021

**CONTRACTOR/COMPANY NAME**

By: See cover page  
SIGNATURE

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Public Health Institute  
555 12<sup>th</sup> St. Suite 290  
Oakland, CA 94607  
909-968-6446; awishum@phi.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: *Charlotte Scott*  
Deputy

Date: 10/15/2021

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *Darcie Andle*  
Deputy CEO

Date: 10/15/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section Out of county contractor



**SUBCONTRACT AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
COUNTY OF MENDOCINO**

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subcontract is expected to start and end as follows unless amended by both parties:
  - Start Date: July 1, 2021
  - End Date: February 28, 2022
2. **SCOPE OF WORK:** Subcontractor will provide the services and complete the deliverables as outlined in Exhibit A (Scope of Work).
3. **TOTAL AMOUNT:** The maximum amount payable under this Subcontract is for the amount of \$350,000.00 to be paid in accordance with Exhibit B (Payment Schedule).
4. **PAYMENT AND INVOICING:** Subcontractor will invoice PHI for services rendered in accordance with Exhibit A (Scope of Work) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative of the Subcontractor's invoices, PHI will reimburse Subcontractor up to the total amount specified above. The average time to receive payment is approximately 30 days to allow time for processing by the PHI Program and PHI's Accounts Payable. PHI will have no obligation to pay Subcontractor for invoices submitted more than 30 days after the date of expiration of this Agreement. The invoice will be on letterhead and include: Agreement Number, Subcontractor Name, Subcontractor Mailing Address, Subcontractor Telephone, Invoice Number, Invoice Period, and Signature. Invoices must include a description of deliverables completed and payment amount due for those deliverables as described in Exhibits A and B. **Invoices must be submitted directly to Aver Wishum ([awishum@phi.org](mailto:awishum@phi.org)), your Program Representative listed on page 1.**
5. **ALLOWABLE COSTS:** The allowability of Subcontractor's costs will be determined in accordance with 2 CFR 200. All payments should be considered provisionary and subject to adjustment pending review and audit results. If any cost under this contract are determined otherwise to be unallowable they will be deducted from subsequent payments due to Subcontractor or Subcontractor will refund such amounts to PHI on demand. Any unused funds at the end of this Subcontract shall be returned to PHI.
6. **INDIRECT COSTS:** Subcontractor may apply up to 10% of the total amount payable under this Subcontract to indirect costs if indirect costs are part of Subcontractor's usual accounting procedures, or apply indirect costs in accordance with its Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.
7. **BUDGET CONTINGENCY:** It is mutually agreed that if the funding for the current budget period or any subsequent budget periods is reduced or deleted by the Funder, PHI shall have the option to either terminate this Agreement with no liability occurring to PHI or offer to amend this Agreement to reflect the reduced funding.



8. **RECORD RETENTION & INSPECTION:** Subcontractor will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. Subcontractor will make the aforementioned financial and other records available to PHI and any of their duly authorized representatives for the purpose of audit, examination, excerpt, copying, and transcription (copying and transcription shall be at PHI's or the Government's expense) at mutually agreed upon times during normal business hours. Subcontractor will grant the aforementioned parties timely and reasonable access at mutually agreed upon dates and times to Subcontractor personnel for the purpose of interview and discussion related to such financial and other records. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.
9. **AUDIT FILING COMPLIANCE:** Subcontractor will comply with the federal audit requirements of 2 CFR 200, Subpart F, 200.501, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Subcontractor will take appropriate and timely action to follow up and correct all audit findings.
10. **FFATA REPORTING:** Subcontractor will furnish its Data Universal Numbering System (DUNS) number to PHI and Subcontractor will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information."
11. **COPYRIGHT:** Any copyrightable works made by Subcontractor under this contract will be and are hereby assigned to PHI as its sole and exclusive property. If requested by PHI, Subcontractor will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works
12. **RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Subcontractor under this Subcontract agreement for education and research purposes only and the funding agency shall have the rights set forth in 45 CFR Sec. 74.36(c) and (d).
13. **PUBLICATIONS:** Subcontractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Subcontractor will not issue press releases or any public announcements without prior approval and you will send to PHI copies of all papers, manuscripts and other materials which you may produce that are related to this grant. Subcontractor will incorporate the requirements of this clause in all lower tier agreements.
14. **INDEPENDENT CONTRACTOR:** Subcontractor is an independent contractor, not an employee of PHI or the Funding Agency, if applicable. Subcontractor agrees that it is ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.



15. **CONFIDENTIALITY:** Subcontractor agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Subcontractor by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked "Confidential" and will be sent to Subcontractor's Authorized Representative. Subcontractor will incorporate the requirements of this clause in all lower tier agreements, if applicable.
16. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Subcontractor agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
17. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
18. **INSURANCE AND LICENSES:**
- a. Subcontractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Subcontractor's domicile, and all other appropriate governmental agencies. Subcontractor's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this agreement and may constitute grounds for PHI's termination. Subcontractor will provide PHI with a copy of insurance upon request.
  - b. Subcontractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. If Subcontractors will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Subcontractor certifies that the Subcontractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The Funder and PHI reserve the right to request proof at any time.



19. **NONDELINQUENCY ON FEDERAL DEBT:** Subcontractor represents to the best of its knowledge that it is not delinquent in repaying any federal debt.
20. **INCORPORATION BY REFERENCE:** All provisions of the prime contract that are applicable to this Subcontractor are incorporated by reference in Exhibit C (Prime Contract Clauses) and Subcontractor will comply with them in all respects. Subcontractor expressly waives any right to further notification or explanation of prime contract provisions. If any of the prime contract provisions directly and irreconcilable conflict with any other provisions of this Subcontract, the prime contract will take precedence. Subcontractor will incorporate the requirements of this section into lower-tier agreements.
21. **CONFLICT OF INTEREST:** If applicable, Subcontractor certifies that it maintains an appropriate, written enforced policy on conflict of interest that complies with 42 CFR part 50, Subpart F, and further certifies that it will comply with that policy and the requirements of the regulations. Subcontractor shall report any financial conflict of interest to PHI's Administrative Representative, in accordance with Exhibit D (PHI's Conflict of Interest Form). Any financial conflicts of interest identified shall subsequently be reported to the funder. Such report shall be made before expenditure of funds authorized in this Subcontract and within 45 days of any subsequently identified financial conflict of interest. Reports of financial conflicts of interest shall include the information listed in 42 CFR 50.605(b)(3)(i)-(vi). Subcontractor shall report to the PHI's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Subcontractor shall report to the PHI's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was identified. The report shall include the information listed in 42 CFR 50.605(a)(3)(B)(1)-(9).
22. **TERMINATION:** PHI may suspend or terminate this agreement at any time by giving 10 days written notice of suspension or termination to Subcontractor if the prime contract is suspended or terminated in whole or in relevant part, or if Subcontractor materially fails to comply with any of the terms and conditions of this agreement. Either party may terminate this agreement without cause upon 30 days written notice to the other party. If Subcontractor sends or receives a notice of suspension or termination, Subcontractor will cancel as many outstanding obligations as possible. On the date of suspension or termination, Subcontractor will stop work and Subcontractor will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime contract, PHI will pay Subcontractor for costs incurred prior to the date of suspension or termination, including un-cancellable obligations.
23. **DEBARMENT CERTIFICATION:** Subcontractor will comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, which is incorporated herein by reference. Subcontractor certifies by signing this Subcontract that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subcontractor certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov).



Subcontractor will incorporate the requirements of this section in all non-exempt lower tier Subcontracts. Subcontractor will query [www.sam.gov](http://www.sam.gov) for all non-exempt lower-tier covered transactions.

24. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

25. **WHISTLEBLOWER/ENHANCEMENT OF CONTRTACTOR PROTECTION FROM REPRISAL FOR DISCLOSURE OF CERTAIN INFORMATION:**

Subcontractor and employees working on this Agreement will be subject to the whistleblower rights and remedies under 41 U.S.C. 4712 as implemented under 48 CFR Subpart 3.9. Subcontractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.9 of the Federal Acquisition Regulation. Subcontractor will insert the substance of this clause in all lower-tier agreements over the simplified acquisition threshold.

26. **LOBBYING CERTIFICATION:** If this Agreement exceeds \$100,000, Subcontractor certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative Subcontract, provided that if any funds other than federal appropriated



funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this, Subcontractor will complete and submit to PHI OMB Standard Form LLL “Disclosure of Lobbying Activities.” Subcontractor will incorporate the requirements of this clause in all nonexempt lower tier Agreements and require Subcontractor to certify and disclose to it, and forward their disclosures to PHI.

27. **CLEAN AIR AND WATER:** Subcontractor awarded funds in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
28. **ASSURANCE OF COMPLIANCE:** Subcontractor certifies that it will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. In addition, Subcontractor represents that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975. Animal Welfare: all Subcontractor organizations are required to comply, as applicable, with the regulations (9CFR, Subchapter A) issued by the U.S. Department of Agriculture under the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and other Federal statutes and regulations relating to animals. Drug Free Workplace: the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et. Seq.) requires all organizations receiving awards from any Federal agency agree to maintain a drug-free workplace. Inclusiveness of Women and Minorities in Research Design. Supported Clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with section 492B of the PHS Act, added by the NIH Revitalization Act of 1993.
29. **REPRESENTATIONS:** Subcontractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
30. **EXCUSABLE DELAY:** If Subcontractor is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subcontract will be extended for a period equivalent to the delay.
31. **INTERFERING CONDITIONS:** Subcontractor agrees to promptly notify PHI of any condition that might interfere with this Subcontract. Notification will not relieve Subcontractor of any responsibilities hereunder.
32. **GOVERNING LAW:** The validity, construction, and effect of this Subcontract will be governed by the laws of the United States of America and the State of California.



33. **SEVERABILITY:** If any provision of this Subcontract is held in conflict with law, the validity of the remaining provisions will not be affected.
34. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
35. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Subcontract, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
36. **NON-ASSIGNMENT:** This Subcontract is not assignable by Subcontractor without the prior written consent of PHI.
37. **APPLICABILITY TO LOWER-TIER VENDORS AND SUPPLIERS:** Subcontractor will require its Subcontractor, suppliers, employees, consultants and agents to comply with the applicable provisions of this Subcontract.
38. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subcontract will not extinguish any previously-accrued rights or obligations of the parties.
39. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subcontractor's Authorized Representative named on the cover page of this agreement.
40. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.
41. **AUTHORIZATION:** Subcontractor represents and warrants that s/he is fully authorized and empowered to enter into this agreement and that the performance of the obligations under this agreement will not violate any agreement between Subcontractor and any other person, firm, or organization.



## **EXHIBIT A**

### **SCOPE OF WORK & DELIVERABLES**

#### **I. Background & Objectives:**

California continues to face the ongoing COVID-19 pandemic. Providing access to vaccines to all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic, and who may have limited access to quality health care, is critical to the state's ability to fully reopen its economy. Additionally, overcoming vaccine hesitancy amongst certain demographic groups is another important factor that must be addressed for the state to achieve its vaccine related goals. Accordingly, and in the interest of public health, it is critical to provide increased vaccine-related services to the state's historically underserved communities.

The objectives of this program are to: (1) Promote awareness about the state's vaccine efforts and the process to get vaccinated; (2) Publicize locations where the public may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment; (3) Increase access to vaccines in communities that have been disproportionately burdened by the COVID-19 pandemic by funding local community health care providers, home health care providers, and establishing mobile vaccination capabilities; (4) Focus funding and efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have a high hesitancy towards getting a vaccine.

In working towards these objectives, Subcontractor will provide the following vaccine-related service(s):



☒ **Mobile Vaccination**

Subcontractor will increase vaccination uptake in communities highly impacted by COVID-19 through mobile vaccination services. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	<b>Objectives</b>	<b>Targeted Zip Codes</b> (Subcontractor to complete)
1	Promote awareness about the state's vaccine efforts and the process to get vaccinated.	95410, 95415, 95417, 95418, 95420, 95427, 95428, 95429, 95432, 95437, 95445, 95449, 95454, 95456, 95459, 95460, 95463, 95466, 95468, 95469, 95470, 95481, 95482, 95488, 95490, 95494, 95585, 95587
2	Publicize locations where the community may receive information regarding mobile vaccinations in their native language and assistance in signing up for a vaccine appointment.	See Above
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	See Above
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	See Above

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals vaccinated
- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach
- Number of mobile vaccine clinics launched by subcontractor
- Number of days mobile vaccine clinics providing vaccines

Please check off the activities that you will engage in to support the above objectives:

- ☐ Hiring and/or training more or new staff
- ☒ Increasing vaccination throughput, streamlining processes, and/or expanding operations to meet vaccine demand
- ☐ Additional activities (to be completed by subcontractor):

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### ☒ Outreach, Registrations, and Supports

Subcontractor will increase vaccination uptake in the communities it serves and those hardest hit by COVID-19 through outreach, education, vaccine registration, and support. Subcontractor will report on the below objectives and the outcomes of each in its progress report and final report. Reporting regarding the use of subcontract funds must include specific details on actions performed related to any targeted zip codes.

	Objectives	Targeted Zip Codes (Subcontractor to complete)
1	Promote awareness about the state's vaccine efforts and the process to get vaccinated.	95410, 95415, 95417, 95418, 95420, 95427, 95428, 95429, 95432, 95437, 95445, 95449, 95454, 95456, 95459, 95460, 95463, 95466, 95468, 95469, 95470, 95481, 95482, 95488, 95490, 95494, 95585, 95587
2	Publicize locations where the community may receive information regarding COVID-19 vaccines in their native language and assistance in signing up for a vaccine appointment.	See Above
3	Increase access to vaccines in communities that have been disproportionately burdened by COVID-19.	See Above
4	Focus efforts in geographic areas and within demographic populations who are least likely to have access to vaccines services, health care, and/or have high rates of vaccine hesitancy.	See Above

Subcontractor should track and report on all of the metrics below that are applicable to the services being provided:

- Number of individuals reached by vaccine outreach
- Number of languages used by subcontractor to create vaccine outreach materials
- Number of languages used by subcontractor to speak with individuals during vaccine outreach
- Number of vaccine providers supported or engaged

Please check off the activities that you will engage in to support the above objectives:

- ☐ Hiring and/or training more or new staff to support registration, education, and/or canvassing
- ☒ Conducting vaccine outreach, registration, education, and or canvassing for vaccine provider(s). If you know the specific provider(s) you will be supporting, list those here:

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- ☒ Addressing key barriers for the specific population to get vaccinated
- ☐ Additional activities (to be completed by subcontractor):

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**II. Deliverables & Milestones:**

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Timeline/Due Date</b>
<b>1</b>	Progress Report	November 15, 2021
<b>2</b>	Final Report	February 28, 2022



**EXHIBIT B**  
**PAYMENT SCHEDULE**

The Subcontractor will be paid the total amount of \$350,000.00 as follows:

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Due Date</b>	<b>Amount</b>
<b>1</b>	Upon fully executed subcontract	TBD	\$ 315,000.00
<b>2</b>	Submission of progress report	11/15/21	\$ 0
<b>3</b>	Submission of final report	2/28/2022	\$ 0
<b>4</b>	Submission of final invoice	3/15/2022	\$ 35,000.00
<b>Total Amount</b>			<b>\$ 350,000.00</b>

Any unused funds at the end of this Subcontract shall be returned to PHI.



**EXHIBIT C**  
**PRIME CONTRACT CLAUSES**

**1. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**2. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION**

- A. Contractor shall impose all the requirements of this provision on all of its officers, employees and subcontractors with access to Confidential Information. Contractor, including all of its officers, employees and subcontractors with access to Confidential Information will sign the Non-Disclosure Agreement (Exhibit C-1) and return it to GovOps prior to accessing Confidential Information.
- B. "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255, public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of GovOps, California Department of Public Health (CDPH), or the Governor's Office (GO).
- C. Contractor shall take all necessary measures to protect Confidential Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, required two-factor authentication, secure transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors



shall also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential Information may be used.

- D. Contractor shall ensure that all media, including electronic media, containing Confidential Information, to which it is given access is protected at the level of the most confidential or sensitive piece of data on the media.
- E. Contractor and employees allowed access to Confidential Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and employees with access to Confidential Information.
- F. Contractor shall notify GovOps within twenty-four (24) hours from Contractor's confirmation of a security breach, if a security breach involving Confidential Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
- G. At or before the termination date of the Contract, Contractor shall either destroy all Confidential Information in accordance with approved methods of confidential destruction; or return all Confidential and Sensitive Information to GovOps.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant



or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction



by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(a) of this section.
- C. Withholding for unpaid wages and liquidated damages. GovOps shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (C)(b) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (C)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (C)(a) through (d) of this section.



**EXHIBIT C-1**  
**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Special Terms and Conditions. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Special Terms and Conditions. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: AC Molgaard

Typed Name and Title: Anne C. Molgaard, Transition Public Health Director

Representing (give name of Contractor/Affiliate):

Public Health Dept. of Mendocino County

Date: 9/20/2021



## STATEMENT OF SIGNIFICANT FINANCIAL INTERESTS

If you determine that you have reportable significant financial interests, complete Section II. Report each interest separately. Specify the owner of the interest (e.g. investigator, spouse, dependent child) and nature of the interest (e.g., “250 shares of Biotech Co., fair market value \$12,000” or “expected annual salary of \$36,000 from Techno Corporation”). Do not report financial interests not within the definition of “Significant Financial Interest.” For travel, report the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration of the trip. Specify how each Significant Financial Interest would reasonably appear to be related to the Investigator’s institutional responsibilities or to be affected by the PHS-funded research, or how the financial interests of the entity in which you have a significant financial interest would reasonably appear to be affected. Do not report Significant Financial Interests that do not reasonably appear to be affected. Sign the declaration and return this form. Fax and scanned submissions are acceptable.

-Continue on additional pages as needed-