

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.*

July 18, 2023

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Item: None

S u p p l e m e n t a l I t e m (s)

- S29A. **Chairman Wagner** - Commission to End Homelessness - Appoint Kristine Ridge, Huntington Beach, to complete term ending 8/8/24
- S29B. **Health Care Agency** - Approve amendment 1 to renew contract MA-042-21011532 with Cepheid for GeneXpert Equipment Calibration services, 8/1/23 - 7/31/26 (\$59,385; cumulative total \$95,664); and authorize County Procurement Officer or Deputized designee to execute amendment - All Districts
- S29C. **Supervisor Chaffee** - Orange County Senior Citizens Advisory Council - Appoint Beck Akiva Levin, Anaheim, for term concurrent with 4th District Supervisor's term of office
- S29D. Deleted
Supervisor Chaffee - Acting as the Orange County In-Home Supportive Services Public Authority
- Orange County In-Home Supportive Services Advisory Committee - Appoint Luz Delia Cedeno, Anaheim, for term ending 7/17/27



County of Orange

Memorandum

RECEIVED
CLERK OF THE BOARD

JUL 12 2023

July 11, 2023

To: Chairman Donald P. Wagner, Supervisor, Third District

From: Douglas Becht, Director of Care Coordination, County Executive Office

Subject: Recommended At Large Nomination To Commission to End Homelessness

S29A

Pursuant to Board of Supervisors Rule of Procedure 16 amended on July 13, 2021, the County Executive Office, Office of Care Coordination recommends the following Supplemental at large appointments to the Commission to End Homelessness for placement on the July 18, 2023 Board meeting agenda as a Supplemental Item:

1. Appoint the following nominee to the Commission to End Homelessness for the balance of a two-year term, effective August 9, 2022 and ending August 8, 2024:
 - Kristine Ridge as the Central Service Planning Area representative

Information on the recommended at large nomination is contained in the attached Supplemental Agenda Staff Report and candidate application.

Please contact me at 714-834-2323 or Douglas.Becht@ocgov.com if you have questions.

Thank you.

Attachments

Cc: Clerk of the Board



SUPPLEMENTAL AT-LARGE APPOINTMENT AGENDA STAFF REPORT

RECEIVED
CLERK OF THE BOARD

JUL 12 2023

MEETING DATE: 07/18/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS CHAIR: Chairman Wagner, Supervisor, Third District
NOMINATION SUBMITTED BY (DEPT): County Executive Office
DEPARTMENT CONTACT PERSON(S): Douglas Becht (714)834-5000
Lilly Simmering (714)834-6234

SUBJECT: At-Large Nomination for Appointment to the Commission to End Homelessness

CEO CONCUR

N/A

COUNTY COUNSEL REVIEW

N/A

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

RECOMMENDED ACTION(S)

1. Appoint the following nominee to the Commission to End Homelessness for the balance of a two-year term, effective August 9, 2022 and ending August 8, 2024:
-Kristine Ridge as the Central Service Planning Area representative

SUMMARY:

Appointment of Kristine Ridge to the Commission to End Homelessness as the Central Service Planning Area representative will provide additional perspective on the issue of homelessness that compliments the expertise of local leadership to address homelessness in Orange County.

BACKGROUND INFORMATION:

The Commission to End Homelessness works in collaboration with the County of Orange, thirty-four city governments, business sector, philanthropic organizations, community organizations, faith-based organizations, health care, public safety, and other interested stakeholders to promote an effective response to homelessness within Orange County. The membership is comprised of twenty members, including eighteen voting members and two non-voting members.

On February 15, 2023, Scott Stiles, Central Service Planning Area Representative, resigned from the Commission to End Homelessness as he transitioned out of his role as City Manager for the City of Garden Grove. The Central Service Planning Area representative's vacant seat has a term ending on August 8, 2024. Per the Commission to End Homelessness Bylaws, the Central Service Planning Area Representative is an individual that has served or currently serves as a City Manager or an elected official for a city in the Central Service Planning Area. The Central Service Planning Area includes the following cities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Newport Beach, Santa Ana, Tustin, and Westminster.

On April 19, 2023, the Commission to End Homelessness approved a Membership Ad Hoc Committee to support membership recruitment process and recruitment process for the appointment of the Central Service Planning Area Representative to the Commission to End Homelessness to be submitted to the Board of Supervisors for final approval.

The Membership Ad Hoc Committee evaluated the received applications to confirm eligibility based on the Commission to End Homelessness Bylaws and their knowledge, expertise, achievements, leadership and commitment to addressing homelessness in Orange County. The Membership Ad Hoc Committee unanimously recommended Kristine Ridge, City Manager for Santa Ana, to be presented to the Commission to End Homelessness for appointment to serve as the Central Service Planning Area representative.

Ms. Kristine Ridge has a 33-year distinguished career in public service. The Santa Ana City Council appointed her as the City Manager on May 1, 2019. In this role, she serves as the chief administrative officer overseeing all operational functions for the City of Santa Ana and works directly with the elected city council members. Prior to that, Ms. Ridge served as the City Manager for the City of Laguna Niguel where she managed all aspects of municipal government with an emphasis on prudent fiscal practices and customer service. She spent 24 years in multiple executive positions in the City of Anaheim, including serving as the Assistant City Manager. Ms. Ridge possesses a Bachelor of Science Degree in Accounting from Arizona State University and a Master's Degree in Organizational Leadership from Chapman University.

On June 21, 2023, the Commission to End Homelessness approved Kristine Ridge to serve on the Commission to End Homelessness and recommended to the Board of Supervisors (Board) for final approval.

The County of Orange requests that the Board approves the recommended appointment to the Commission to End Homelessness for the unexpired term, as referenced in the Recommended Actions.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Kristine Ridge Nomination Form, Application and Resume



ORANGE COUNTY BOARD OF SUPERVISORS

Nomination for Boards, Commissions & Committees (Rev. 9/29/22)

Agenda Date: 7/18/2023

Item # _____

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Douglas Becht, Director, Office of Care Coordination*It is my intent to appoint:*Name: Kristine Ridge

Address: _____

City & Zip: _____

Day Phone: _____

Fax Number: () _____

To the:

Commission to End Homelessness

(Name of Board, Commission or Committee)

Position Slot: Central Service Planning Area RepresentativeName of incumbent being replaced or last known member: Scott Stiles**Term (Choose One):**☒ 2 Years Beginning Term Date: 8/9/2022 to Expiration Term Date: 8/8/2024☐ Term Concurrent with Supervisor's Term of Office☐ Term Concurrent with position**Vacancy occurred due to:**☒ Resignation (attach letter of resignation for resignations or expiration of term)☐ Termination (provide reason for termination in remarks) ☐ Death☐ Other (provide reason in remarks)Nomination to: ☒ Appoint ☐ Reappointment ☐ Newly Formed CommitteeQualifications: ☒ Attached (must be attached for appointments and reappointments)

Remarks: _____

For Clerk of the Board Use Only

Clerk's Initials: _____ File I.D. _____ Needs a COI ☐ Send Departure Letter ☐Contact Name _____ Supporting Agency _____ ☐ Mail or ☐ PonyAppoint/Complete: ☐ Term Years _____ ☐ Term Dates: _____ to _____☐ CWS☐ Other _____Check one: ☐ Scheduled Vacancy ☐ Unscheduled Vacancy

Posted on _____ to _____ Certification of posting attached.



County of Orange

Memorandum

June 30, 2023

To: Chairman Donald P. Wagner, Supervisor, Third District

From: Douglas Becht, Director of Care Coordination, County Executive Office

Subject: Resignation of At Large on the Commission to End Homelessness

On February 15, 2023, the Office of Care Coordination was notified that Commissioner Scott Stiles, Central Service Planning Area Representative had resigned as City Manager of Garden Grove and therefore no longer meets the requirements to hold the Central Service Planning Area Representative seat.

Per the Commission Bylaws, the Central Service Planning Area Representative is an individual that has served or currently serve as a City Manager or an elected official. The Central Service Planning Area includes the following cities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Newport Beach, Santa Ana, Tustin, and Westminster.

The Central Service Planning Area seat is now vacant.

Please contact me at 714-834-2323 or Douglas.Becht@ocgov.com if you have questions.

Thank you.

Cc: Clerk of the Board



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:

County Executive Office
Office of Care Coordination
601 N. Ross Street, 5th Fl
Santa Ana, California 92701

ATTACHMENT A

(FOR COUNTY USE ONLY)

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

**NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP
(SEE LIST AT [HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT](http://www.ocgov.com/gov/cob/bcc/contact)):**

Orange County Commission to End Homelessness

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☒ Second ☐ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Kristine

Ridge

First Name

Middle Name

Last Name

Street Address

City

State

Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: City of Santa Ana

OCCUPATION/JOB TITLE: City Manager

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

RESUMÉ: Please attach a current resumé to this application that includes your work history and any additional information that would be helpful in evaluating your application. Applications received without a resumé attached will not be considered

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange Co unty

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
International City/County Association	5/2019	12/2023

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☐ YES ☒ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐ YES ☒ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

As the largest City in the Central SPA, I would like to
serve on the Commission to support our regional efforts.

DATE: 5/4/2023

APPLICANTS SIGNATURE:

[Signature]

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

Kristine A. Ridge
Professional Bio

Kristine has a 33-year distinguished public service career. She was appointed by the Santa Ana City Council as the City Manager on May 1, 2019. In this role, she serves as the chief administrative officer, overseeing all operational functions and reporting directly to the elected policy makers. Prior to that, she served as the City Manager for the City of Laguna Niguel where she managed all aspects of a municipal government with an emphasis on prudent fiscal practices and customer service. Prior to that she spent 24 years holding multiple executive level positions in the city of Anaheim, where she demonstrated success in managing complex programs, extensive understanding of fiscal management, ability to manage large projects, and commitment to transparent government and continuous improvement. As Assistant City Manager, she was responsible for coordination of many municipal initiatives and serving as a liaison for all major developments while overseeing strategic planning. Kristine began her career as financial auditor and former CPA. She possesses a Bachelor of Science Degree in Accounting from Arizona State University and a Masters in Organizational Leadership from Chapman University. She is a past recipient of the "Emery E. Olson" Achievement Award in Public Administration.



County Executive Office

Memorandum

RECEIVED
CLERK OF THE BOARD

JUL 12 2023

July 11, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=County Executive
Office,
email=frank.kim@ocgov.com, c=US
Date: 2023.07.11 10:39:23 -0700
Adobe Acrobat version:
2023.003.20215

Subject: Exception to Rule 21

S29B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the July 18, 2023, Board Hearing.

Agency: Health Care Agency

Subject: Renewal of GeneXpert Equipment Calibration Services

Districts: All Districts

Reason Item is Supplemental: This item is Supplemental due to the direction of the County Executive Office.

Justification: This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur:

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

Agenda Item
Clerk's Use Only

S29B

RECEIVED
CLERK OF THE BOARD

JUL 12 2023

MEETING DATE: 07/18/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency
DEPARTMENT HEAD REVIEW: *M. Winterswyk* DPT, PCS
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Regina Chinsio-Kwong (714) 834-2729
Mindy Winterswyk (714) 834-5052

SUBJECT: Renewal of GeneXpert Equipment Calibration Services

CEO CONCUR

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange,
ou=County Executive Office,
email=frank.kim@co-orange.com, c=US
Date: 2023.07.11 10:42:58 -07'00'
Adobe Acrobat version: 2023.003.20215

CEO Signature

COUNTY COUNSEL REVIEW

Approved to Form
Action

massoud shamel
County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$18,146

Annual Cost: FY 2024-25

\$19,795

FY 2025-26 \$19,795

FY 2026-27 \$1,649

Staffing Impact: No

of Positions:

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (Realignment)

County Audit in last 3 years: No

Levine Act Review Completed: Yes

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Approve Amendment No. 1 to renew the Contract with Cepheid for GeneXpert Equipment Calibration Services, in an amount not to exceed \$59,385, for the term of August 1, 2023, through July 31, 2026, for a revised cumulative contract total amount not to exceed \$95,664.
2. Authorize the County Procurement Officer or Deputized designee to execute Amendment No. 1 to Contract with Cepheid as referenced in the Recommended Action above.

SUMMARY:

Approval of Amendment No. 1 to the Contract for GeneXpert Equipment Calibration Services will allow for continued maintenance and calibration of the GeneXpert instrument in the Public Health Laboratory allowing continuation of testing for pathogenic bacteria and viruses for public health and safety.

BACKGROUND INFORMATION:

The GeneXpert system is used by the Orange County Public Health Laboratory (OCPHL) for direct detection of pathogenic bacteria and viruses, which includes *Mycobacterium tuberculosis* (MTB)/resistance to rifampin (RIF), SARS-CoV-2 (COVID-19), influenza virus and Respiratory Syncytial virus (RSV). The SARS-CoV-2, influenza and RSV GeneXpert test kits, used by the Virology section of OCPHL, are utilized for priority specimen testing as determined by the Communicable Disease Control Department with results available in about 40 minutes.

The GeneXpert system provides rapid testing of *Mycobacterium tuberculosis complex* (the bacterium that causes Tuberculosis (TB)) and rifampin drug resistance using the GeneXpert MTB/RIF test kits. The GeneXpert MTB/RIF test provides results within two hours, which is critical for patient care and TB control. Without the GeneXpert system, the clinicians would have to wait three to eight weeks for results, which can greatly impact patient care. OCPHL has been performing the GeneXpert MTB/RIF assay since 2011, when the GeneXpert system was first purchased. There is high demand for this test by Pulmonary Disease Services (PDS) and other clients. The GeneXpert is used to test over 90 percent of the specimens received for TB testing. In 2022 alone, 809 MTB/RIF tests were performed using the GeneXpert. PDS relies on the quick result turnaround to determine patient treatment, care and for contact tracing to prevent the spread of TB. In addition to TB detection, rapid detection of rifampin resistance is critical in identifying multiple drug resistant TB.

The Contract is a Sole Source service contract as Cepheid is the only authorized provider of service for GeneXpert systems. The original contract was executed under Deputy Purchasing Agent authority. The proposed Amendment is to renew the contract for three years. Maintenance, repair and calibration service of the existing instrument in OCPHL is required to ensure accurate and quality results. Proper maintenance of the equipment is required under the Clinical Laboratory Improvement Amendments (CLIA) 5.1 requirement for CLIA accredited laboratories.

The contract is being submitted for the Board's approval less than 30 days prior to the start of the renewal as the Health Care Agency (HCA) was working closely with the vendor to solidify the details of the maintenance and calibration for these crucial instruments for conducting testing at OCPHL.

This Contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

The Contractor's performance has been confirmed as satisfactory. HCA has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests. The Orange County Preference Policy is not applicable to this contract award.

HCA requests that the Board approve Amendment No. 1 to the Contract with Cepheid as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Amendment are included in Budget Control 042 FY 2023-24 Budget and will be included in the budgeting process for future years.

The Contract includes provisions allowing HCA to terminate the Contract, reduce the level of services, and/or renegotiate the levels of services provided, as necessary. This includes a notice that allows HCA adequate time to transition or terminate services.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment No. 1 to Contract MA-042-21011532 with Cepheid for provision of GeneXpert Equipment Calibration Services

Attachment B – Redline Version to Attachment A

Attachment C – Contract Summary Form

AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-21011532
FOR
GeneXpert Calibration Services

This Amendment ("Amendment No. 1") to Contract No. MA-042-21011532 for GeneXpert Calibration Services is made and entered into on August 1, 2023 ("Effective Date") between Cepheid ("Contractor"), with a place of business at 904 Caribbean Drive, Sunnyvale, CA 94089, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 400 W. Civic Center Dr., Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21011532 for GeneXpert Calibration Services, effective August 1, 2021 through July 31, 2023, in an amount not to exceed \$36,277 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for a three year period; to delete Attachment A (Scope of Work), and replace with Attachment A-1 (Scope of Work); to delete Attachment B (Compensation, Pricing, Payment and Invoicing), and replace it with Attachment B-1 (Compensation, Pricing, Payment and Invoicing); and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of three years, effective August 1, 2023 through July 31, 2026; on the same terms and conditions and in an amount not to exceed \$59,385, for this renewal period.
2. Attachment A (Scope of Work), is deleted in its entirety and replaced with Attachment A-1 (Scope of Work).
3. Attachment B (Compensation, Pricing, Payment and Invoicing), is deleted in its entirety and replaced with Attachment B-1 (Compensation, Pricing, Payment and Invoicing):
4. Contractor shall continue to reference invoices with MA-042-21011532 and to forward invoices to Orange County Health Care Agency, Accounts Payables, P.O. Box 689, Santa Ana CA 92702 or via email to hcaap@ochca.com.


This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

Contractor: Cepheid

<u>Vy Tran</u>	<u>Manager, Service Contract Administration</u>
Print Name	Title
<u></u>	<u>6/16/2023</u>
Signature	Date

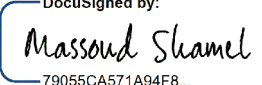
<u></u>	<u></u>
Print Name	Title
<u></u>	<u></u>
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

<u></u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
<u></u>	<u></u>
Signature	Date

Approved as to Form
Office of the County Counsel
County of Orange, California

<u>Massoud Shame1</u>	<u>Massoud Shame1, Deputy County Counsel</u>
Print Name	Title
<u></u>	<u>6/27/2023</u>
79055CA571A94F8...	Date

ATTACHMENT A-1**SCOPE OF WORK**

ADVANTAGE LEVEL SERVICE AGREEMENT for GeneXpert equipment with Serial Number **839301** INCLUDES:

1. 24x7 Phone Support
2. Onsite 5x10 hours (8AM - 6PM)
3. Annual Preventative Maintenance Check-up performed by Field Service Engineer
4. Includes Parts, Labor & Travel
5. Software upgrades included
6. 98% Uptime Guarantee

The instrument listed below is herein referred to as "Equipment".

GeneXpert System Configuration	Serial Number	Period of Coverage		Service Plan
		Start Date	End Date	
GXXVI-16	839301	8/1/23	7/31/26	GX16A1Y

Plan	Onsite Coverage	Key Deliverables	Uptime Guarantee
Advantage	<ul style="list-style-type: none"> • 5 days per week • 8am to 5pm (local time) 	<p>FSE On-Site Annual Preventative Maintenance includes:</p> <ul style="list-style-type: none"> • Annual on-site service visit by trained field service engineer (FSE) to conduct Preventative Maintenance (PM), including: <ul style="list-style-type: none"> • Replace worn module ejectors • Lubricate moving parts • Replace fan filters • Brush clean module optics • Replace automation batteries (if necessary) • Xpert Check 	98%

Tech Support, maintenance and repair for covered GeneXpert systems will be prioritized over customers without a service plan.

Cepheid will provide, at no additional charge, all parts, labor, and return shipping costs associated with GeneXpert system repair incurred during the duration of this contract.

Routine parts replacement includes any device associated with the system, except for parts provided in calibration kits or consumable items such as printer cartridges or other supplies identified in the Operator's Manual.

Telephone technical support is included according to Section 8 of Attachment C, Cepheid Terms and Conditions.

Service visits exclude holidays recognized by Cepheid (list available upon request).

Customer is entitled to any and all GeneXpert system updates (bug fixes, etc.) and Cepheid software upgrades (software feature enhancements) at no additional charge.

Any upgrades to hardware or third party software are not covered.

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

ATTACHMENT B-1**COMPENSATION, PRICING, PAYMENT AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of **\$59,385.00** for the Term of Contract, August 1, 2023 to July 31, 2026.

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

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Year	Dates	Cost
3	8/1/23 – 7/31/24	\$19,795.00
4	8/1/24 – 7/31/25	\$19,795.00
5	8/1/25 – 7/31/26	\$19,795.00

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are comparable to the prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Payment Terms:** Vendor shall reference Contract number **MA-042-21011532** on invoice. Payment will be **annually in advance** net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name, address, remittance address
 - b. Contractor's Taxpayer ID Number
 - c. Name of County Agency/Department – **Health Care Agency**
 - d. Delivery/service address: **1729 W. 17th Street, Santa Ana, CA 92706**
 - e. Contract number – **MA-042-21011532**
 - f. Date of invoice
 - g. Product/service description, quantity, and prices
 - h. Sales tax, if applicable
 - i. Freight/delivery charges, if applicable
 - j. Total

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

Invoice and support documentation shall be forwarded to the County Health Care Agency's Accounts Payable electronic email address: hcaap@ochca.com

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



CONTRACT NO. MA-042-21011532

FOR

GENEXPERT CALIBRATION SERVICES

BETWEEN

THE COUNTY OF ORANGE
HEALTH CARE AGENCY

AND

CEPHEID

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MA-042-21011532
FOR
GENEXPERT CALIBRATION SERVICES
WITH
CEPHEID

This Contract Number MA-042-21011532 ("Contract"), is made and entered on August 1, 2021 ("Effective Date") between CEPHEID ("Contractor"), with a place of business at 904 Caribbean Drive, Sunnyvale, CA 94089 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Compensation, Pricing, Payment and Invoicing

Attachment C – Cepheid Terms and Conditions

RECITALS

WHEREAS, Contractor and County are entering into this Contract for GENEXPERT CALIBRATION SERVICES under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

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

ARTICLES

General Terms and Conditions:

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

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

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

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Performance Warranty: Deleted.**

O. **Insurance Requirements:**

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

If the Contractor fails to maintain insurance acceptable to the County for the full term of

this Contract, the County may terminate this Contract.

Qualified Insurer

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers 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 interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 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:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance

of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure GENEXPERT CALIBRATION SERVICES from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on August 1, 2021 through and including July 31, ~~2023, unless otherwise terminated by County. This Contract is renewable for three additional years~~2026.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
- 5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- 6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
- 7. **Contractor’s Project Manager and Key Personnel: Deleted.**
- 8. **Disputes – Contract:**
 - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

10. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

11. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
12. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

13. **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.
14. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after

being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name:	CEPHEID
	Attention:	Shaelyn DeLong, Territory Sales Executive
	Address:	904 Caribbean Drive Sunnyvale, CA 94089
	Telephone:	888-838-3222
	Mobil:	949-237-1284
	E-mail:	shaelyn.delong@CEPHEID.com

For County:	Name:	County of Orange HCA/Purchasing
	Attention:	Patrick Clark
	Address:	200 W. Santa Ana Blvd Ste. 650 Santa Ana, CA 92701
	Telephone:	(714) 834-5381
	E-mail:	pclark@ochca.com

CC:	Name:	HCA Public Health Lab
	Attention:	Lydia Mikhail
	Address:	1729 W. 17 th Street Santa Ana, CA 92706
	Telephone:	(714) 834-8378
	E-mail:	lmikhail@ochca.com

15. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
16. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
17. **Usage: Deleted.**
18. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under

this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
19. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
 20. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
 21. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
 22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
 23. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.

(Signature Page Follows)

SIGNATURE PAGE

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

Contractor: Cepheid_____
Print Name_____
Title_____
Signature_____
Date_____
Print Name_____
Title_____
Signature_____
Date**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name_____
Deputy Purchasing Agent
Title_____
Signature_____
Date

Approved as to Form
Office of the County Counsel
County of Orange, California

Print Name_____
Title_____
Signature_____
Date

ATTACHMENT A-1**SCOPE OF WORK****ADVANTAGE LEVEL SERVICE AGREEMENT for GeneXpert equipment with Serial Number 839301 INCLUDES:**

1. 24x7 Phone Support
2. Onsite 5x10 hours (8AM - 6PM)
3. Annual Preventative Maintenance Check-up performed by Field Service Engineer
4. Includes Parts, Labor & Travel
5. Software upgrades included
6. 98% Uptime Guarantee

The instrument listed below is herein referred to as "Equipment".

<u>GeneXpert System Configuration</u>	<u>Serial Number</u>	<u>Period of Coverage</u>		<u>Service Plan</u>
		<u>Start Date</u>	<u>End Date</u>	
<u>GXXVI-16</u>	<u>839301</u>	<u>8/1/23</u>	<u>7/31/26</u>	<u>GX16A1Y</u>

<u>Plan</u>	<u>Onsite Coverage</u>	<u>Key Deliverables</u>	<u>Uptime Guarantee</u>
<u>Advantage</u>	<ul style="list-style-type: none"> <u>• 5 days per week</u> <u>• 8am to 5pm (local time)</u> 	<u>FSE On-Site Annual Preventative Maintenance includes:</u> <ul style="list-style-type: none"> <u>• Annual on-site service visit by trained field service engineer (FSE) to conduct Preventative Maintenance (PM), including:</u> <u>• Replace worn module ejectors</u> <u>• Lubricate moving parts</u> <u>• Replace fan filters</u> <u>• Brush clean module optics</u> <u>• Replace automation batteries (if necessary)</u> <u>• Xpert Check</u> 	<u>98%</u>

Tech Support, maintenance and repair for covered GeneXpert systems will be prioritized over customers without a service plan.

Cepheid will provide, at no additional charge, all parts, labor, and return shipping costs associated with GeneXpert system repair incurred during the duration of this contract.

Routine parts replacement includes any device associated with the system, except for parts provided in calibration kits or consumable items such as printer cartridges or other supplies identified in the Operator's Manual.

Telephone technical support is included according to Section 8 of Attachment C, Cepheid Terms and Conditions.

Service visits exclude holidays recognized by Cepheid (list available upon request).

Customer is entitled to any and all GeneXpert system updates (bug fixes, etc.) and Cepheid software upgrades (software feature enhancements) at no additional charge.

Any upgrades to hardware or third party software are not covered.

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

ATTACHMENT A – SCOPE OF WORK

ADVANTAGE LEVEL SERVICE AGREEMENT for GeneXpert equipment with Serial Number 839301 INCLUDES:

1. ~~24x7 Phone Support~~
2. ~~Onsite 5x10 hours (8AM – 6PM)~~
3. ~~Annual Preventative Maintenance Check-up performed by Field Service Engineer~~
4. ~~Includes Parts, Labor & Travel~~
5. ~~Software upgrades included~~
6. ~~98% Uptime Guarantee~~

The instrument listed below is herein referred to as “Equipment”.

GeneXpert System Configuration	Serial Number	Period of Coverage		Service Plan
		Start Date	End Date	
GXXVI-16	839301	8/1/21	7/31/23	GX16A1Y

Plan	Onsite Coverage	Key Deliverables	Uptime Guarantee
Advantage	<ul style="list-style-type: none"> • 5 days per week • 8am to 6pm (local time) 	<p>FSE On-Site Annual Preventative Maintenance includes:</p> <ul style="list-style-type: none"> • Annual on-site service visit by trained field service engineer (FSE) to conduct Preventative Maintenance (PM), including: • Replace worn module ejectors • Lubricate moving parts • Replace fan filters • Brush clean module optics • Replace automation batteries (if necessary) • Xpert Check 	98%

~~Tech Support, maintenance and repair for covered GeneXpert systems will be prioritized over customers without a service plan.~~

~~Cepheid will provide, at no additional charge, all parts, labor, and return shipping costs associated with GeneXpert system repair incurred during the duration of this contract.~~

~~Routine parts replacement includes any device associated with the system, except for parts provided in calibration kits or consumable items such as printer cartridges or other supplies identified in the Operator's Manual.~~

~~Telephone technical support is included according to Section 8 of Attachment C, Cepheid Terms and Conditions.~~

~~Service visits exclude holidays recognized by Cepheid (list available upon request).~~

~~Customer is entitled to any and all GeneXpert system updates (bug fixes, etc.) and Cepheid software upgrades (software feature enhancements) at no additional charge.~~

~~Any upgrades to hardware or third party software are not covered.~~

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

ATTACHMENT B-1

COMPENSATION, PRICING, PAYMENT AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of **\$59,385.00** for the Term of Contract, August 1, 2023 to July 31, 2026.

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

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

<u>Year</u>	<u>Dates</u>	<u>Cost</u>
<u>3</u>	<u>8/1/23 – 7/31/24</u>	<u>\$19,795.00</u>
<u>4</u>	<u>8/1/24 – 7/31/25</u>	<u>\$19,795.00</u>
<u>5</u>	<u>8/1/25 – 7/31/26</u>	<u>\$19,795.00</u>

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are comparable to the prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Payment Terms:** Vendor shall reference Contract number **MA-042-21011532** on invoice. Payment will be **annually in advance** net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- a. Contractor's name, address, remittance address
 - b. Contractor's Taxpayer ID Number
 - c. Name of County Agency/Department – **Health Care Agency**
 - d. Delivery/service address: **1729 W. 17th Street, Santa Ana, CA 92706**
 - e. Contract number – **MA-042-21011532**
 - f. Date of invoice
 - g. Product/service description, quantity, and prices
 - h. Sales tax, if applicable
 - i. Freight/delivery charges, if applicable
 - j. Total

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

Invoice and support documentation shall be forwarded to the County Health Care Agency's Accounts Payable electronic email address: hcaap@ochca.com

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

ATTACHMENT B

COMPENSATION, PRICING, PAYMENT AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of **\$36,278.50** for the Term of Contract.

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

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Year	Dates	Cost
1	8/1/21—7/31/22	\$18,139.25
2	8/1/22—7/31/23	\$18,139.25

3. ~~**Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.~~

4. ~~**Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are comparable to the prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.~~

5. ~~**Payment Terms:** Vendor shall reference Contract number **MA-042-21011532** on invoice. Payment will be **annually in advance** net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.~~

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

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

6. ~~**Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.~~

7. ~~**Payment — Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:~~

- a. ~~Contractor's name, address, remittance address~~
- a. ~~Contractor's Taxpayer ID Number~~
- b. ~~Name of County Agency/Department — **Health Care Agency**~~
- c. ~~Delivery/service address: **1729 W. 17th Street, Santa Ana, CA 92706**~~
- d. ~~Contract number — **MA-042-21011532**~~
- e. ~~Date of invoice~~
- f. ~~Product/service description, quantity, and prices~~
- g. ~~Sales tax, if applicable~~
- h. ~~Freight/delivery charges, if applicable~~
- i. ~~Total~~

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

~~Invoice and support documentation shall be forwarded to the County Health Care Agency's Accounts Payable electronic email address: hcaap@ochca.com~~

- ~~8. **Payment (Electronic Funds Transfer):** County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.~~

ATTACHMENT C

CEPHEID TERMS AND CONDITIONS

1. This Agreement entitles Customer to preferential consideration for scheduling service for GeneXpert and GeneXpert Infinity systems over service requests from customers who are not covered by a service agreement. As a condition of receiving the Services described herein, Customer shall make reasonable efforts to provide Cepheid with secure internet access to the GeneXpert system(s) to assess the need for repair, provide calibration, and provide software updates. If Customer elects not to provide such access, Cepheid may withhold service or charge Customer for any additional costs incurred by Cepheid that would have been avoided had internet access been provided.
2. All system repairs under this Agreement will be performed by Cepheid and/or a third party service provider approved by Cepheid.
3. Uptime Guarantee and definition of Downtime
Cepheid offers uptime guarantees with the Advantage and Advantage Plus programs. The uptime guarantee is 98%.

For any calendar quarter during the service agreement Cepheid guarantees that any GeneXpert system covered by this Agreement will maintain the quoted uptime. The uptime will be calculated using the following formula: $\text{Uptime} = ((T - \text{TNF}) \times 100) / T$

where T is the total number of hours that the system is typically used per quarter (determined by multiplying the number of hours per day that the system is typically in use by 13 weeks in a quarter) and TNF is the number of hours that the system was unable to run tests during time T. If the system is unable to run tests, the system will be considered down. Downtime scheduled for preventative maintenance or any other scheduled event, including downtime scheduled by the customer, will not be included in the calculation of TNF.

Customer will calculate uptime after each calendar quarter. If uptime is less than the guaranteed value, the customer will be compensated an additional week of coverage for a maximum of 1 week per calendar quarter.

4. At Cepheid's sole discretion, parts may be either repaired or replaced with new or reconditioned parts from an Authorized Cepheid Service Center. Parts for which replacements have been provided by Cepheid shall, at Cepheid's option, become the property of Cepheid. Cepheid reserves the right to determine conclusively what repairs are performed on the system.
5. GeneXpert systems or components thereof must not be returned to Cepheid without prior arrangement with Cepheid. Cepheid Service will issue a Return Material Authorization (RMA) number, which must be obtained prior to shipping any item to Cepheid. If a system needs to be returned to Cepheid for repair, Cepheid will offer a loaner system free of charge.
6. Prior to the arrival of a Cepheid Service Representative or shipment of a system or component thereof to the Cepheid Service Center, Customer must ensure that the system is safe to handle according to Cepheid's procedures described in the applicable Operator Manual. Customer must inform Cepheid of any hazards which may be encountered by Cepheid during the service visit. Customer must provide a completed "Clearance Certificate" from Cepheid with any item shipped to Cepheid. The Clearance Certificate must list all potential biohazards that have been analyzed on the system or to which the system has been exposed.

7. Customer must not attempt to repair or remove parts during the duration of this Agreement without prior written approval from Cepheid. Any such attempt may invalidate this Agreement and/or result in additional Time and Material charges to Customer.
8. Cepheid will provide telephone technical support through its Technical Support Call Center. Technical Support personnel are available 24hrs per day 7 days per week. 1-888-838-3222. Holiday coverage is from 10:00 am - 6:00 pm (EST) for January 1st, the 4th Thursday in November, and December 25th.
9. Cepheid will use reasonable efforts to schedule a visit to occur within 2 business days after Technical Support determines the need for on-site service. Advantage Plus Customers, will be prioritized for service on the next available day from Technical Support determining the need for on-site service.
10. This Agreement covers only defects arising from normal usage and does not cover malfunctions or failures resulting from: operation in an unsuitable environment, use of the system for purposes other than that for which it was designed, unauthorized attachments, acts of nature, unusual physical or electrical stress, modifications or repairs done by other than a Cepheid or Cepheid-authorized service provider, or misuse, abuse or neglect of the system.
11. If this Agreement is entered into after expiration of the original system warranty or expiration or termination of a previous Service Agreement, Cepheid may require a re-instatement inspection before any system(s) can be placed under this Agreement. Cepheid reserves the right to refuse acceptance of this Agreement for any system which, in Cepheid's opinion, has not been properly maintained. Cepheid's acceptance of this Agreement may be further contingent upon the completion of repairs or maintenance as required by such inspection. Customer shall pay any re-instatement inspection fee, and the cost of any repairs or maintenance required to bring the system to a level of operation acceptable to Cepheid, as a condition of receiving any benefits under this Agreement.
12. All repair work completed by Cepheid's Service Representatives is warranted to have been performed in accordance with industry standards for the greater of 90 days or for the duration of this Agreement. All replacement parts used by Cepheid are warranted to be free from defects in workmanship.
13. Except as stated in the immediately preceding paragraph above, Cepheid disclaims all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
14. If Cepheid does not perform the services provided for in this Agreement, Customer's sole remedy shall be return of any fees or charges paid by Customer in connection with this Agreement.
15. Cepheid shall not be liable for any incidental or consequential damages (including lost profits) for breach of any of its obligations under this Agreement, including breach of warranty. Cepheid's total liability under this Agreement shall not exceed the total payments made by Customer to Cepheid under this Agreement.
16. Service under this Agreement shall not be transferable and shall be binding on the Parties hereto, their successors and assigns.

Contract Summary Form

OC Expediter Requisition #: 1573694

Cepheid

SUMMARY OF SIGNIFICANT CHANGES

Three year renewal of GeneXpert Calibration Services

1. Scope of Work: updated scope of work for renewal period. Page 4.
2. Compensation/Pricing: revised attachment for renewal period. Page 5

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

ADVANTAGE LEVEL SERVICE AGREEMENT for GeneXpert equipment with Serial Number **839301** INCLUDES:

1. 24x7 Phone Support
2. Onsite 5x10 hours (8AM - 6PM)
3. Annual Preventative Maintenance Check-up performed by Field Service Engineer
4. Includes Parts, Labor & Travel
5. Software upgrades included
6. 98% Uptime Guarantee

The instrument listed below is herein referred to as "Equipment".

GeneXpert System Configuration	Serial Number	Period of Coverage		Service Plan
		Start Date	End Date	
GXXVI-16	839301	8/1/23	7/31/26	GX16A1Y

Plan	Onsite Coverage	Key Deliverables	Uptime Guarantee
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Advantage	<ul style="list-style-type: none"> • 5 days per week • 8am to 5pm (local time) 	<p>FSE On-Site Annual Preventative Maintenance includes:</p> <ul style="list-style-type: none"> • Annual on-site service visit by trained field service engineer (FSE) to conduct Preventative Maintenance (PM), including: • Replace worn module ejectors • Lubricate moving parts • Replace fan filters • Brush clean module optics • Replace automation batteries (if necessary) • Xpert Check 	98%
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MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Doug Chaffee, Supervisor, 4th District

Doug Chaffee

Date: 07/12/2023

RE: Add Supplemental Item to July 18, 2023 Board Meeting Agenda – Appoint Beck Akiva Levin to the Orange County Senior Citizens Advisory Council

S29C

Supervisor Chaffee requests a supplemental item be placed on the July 18, 2023 Board of Supervisors agenda to appoint Beck Akiva Levin to the Orange County Senior Citizens Advisory Council for term concurrent with the Supervisors term of office. The seat was vacated in March of 2023 by Denise Barnes.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
CLERK OF THE BOARD

JUL 12 2023



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP
(SEE LIST AT [HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT](http://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT)):

Orange County Senior Citizens Advisory Council

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ☐ Third ☒ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Beck

Akiva

Levin

First Name

Middle Name

Last Name

Street Address

City

State

Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: County of Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Santa Ana Active Streets	02/2023	03/2023
OC Emergency Management Organization	11/2022	03/2023
OC Hate Prevention Network	02/2023	03/2023

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☒ YES ☐ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐ YES ☒ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

As Systems Change Advocate for DMC, I know I can provide
critical insight to the OC Senior Citizens Advisory Council

DATE: 07/11/2023

APPLICANTS SIGNATURE: Beck A Levin

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

BECK LEVIN

Equity, Culture, and Belonging Leader

They/Them

Leadership Statement



I work to cultivate equity in places it formerly did not exist. I use social justice, anti-racism, and a decolonization framework to foster healthy workplaces in which empathy and cultural competence are emphasized. Thus, people of a variety of backgrounds and experiences can thrive.

Active listening is at the core of my work. I focus on the non-Anglo American non-cisgender non-heteronormative voices in the room, those who are traditionally underrepresented, silenced, or made to feel as though they do not belong.

Technological Proficiencies



-  Google Suite
-  Microsoft Office Suite
-  Data Analysis: Excel, Sheets, SQL, Tableau
-  Client Management: Zendesk, Hubspot, WordPress, Trello
-  Visual: Adobe Acrobat, Photoshop, Canva

Awards

-  Concentric Delivery Team Spirit Award
-  MVP Of #Culture at Ginkgo Bioworks

References

Dr. Fred Harburg (he/him)
Professor, Northwestern University
 847-732-1408
 harburg@kellogg.northwestern.edu

Al Tangorra (they/them)
Customer Support Lead, Concentric
 973-650-9281
 atangorra@ginkgobioworks.com

Leadership Roles

HIV.E Trans Leadership Cohort
The Amaad Institute, LAC +USC Medical Center | 2022

This unique opportunity is 10 months in length and involves creating a project which will become a permanent fixture in LA County for HIV prevention. We are one of several cohorts representing especially vulnerable populations. We use health justice to achieve these ends.

Co-Chair of BRAVE
Concentric by Ginkgo | 2022

Standing for "Belonging, Representation, Accessibility, and Visionary Equity, BRAVE is Concentric by Ginkgo's diversity and inclusion group. We worked to ensure belonging and representation through championing biosecurity, diversity, and health justice. As co-chair, I facilitated conversations and ensured the implementation of strategies to advance BRAVE.

Medicare for All Leadership School Participant
National Nurses United | 2022

As a part of National Nurses United's second annual Medicare for All Leadership course, I work to promote both health equity and racial justice by advocating for a universal healthcare system that does not turn anyone away based on ability to pay. At the end of this cohort, I will put on an event to encourage folks to join the fight for health equity.

Planning Committee Member | 2022
CA LGBTQ HHS Network Statewide Convening

This annual Statewide Convening is for organizations looking to assist the LGBTQIA2-S+ Community and community members looking to become better advocates for their own health. I am helping to coordinate this event and ensure there is equitable representation for all LGBTQIA2-S+ community members.

BECK LEVIN

Equity, Culture, and Belonging Leader

They/Them

Work Experience

Systems Change Advocate | 2022 - Present

Dayle McIntosh Center

- Advocates for systemic change for people with disabilities on the local, state, and national level
- Advises team on important pieces of legislation
- Explains and assists with knowledge of the Americans with Disabilities Act, Section 504, and other legislation protecting people with disabilities
- Serves as expert on government systems and advises on their successful navigation

Client Management Associate - Training | 2021 - 2022

Concentric by Ginkgo Bioworks

- Managed record-breaking ticket volumes for COVID testing across the country
- Coordinated end-to-end white glove testing program with San Diego Unified School District
- Provided Sexual Orientation Gender Identity, and Expression training for all of Ginkgo Bioworks
- Identified trends and escalates concerns to proper channels
- Assisted with all forms of communication and training new staff
- Contracted via Elevate Staffing

Overnight Residential Manager | 2019 - 2021

Covenant House California

- Maintained a 120-bed shelter and ensured client safety for weekend overnights, the time at which the most youth are at risk
- Provided insight and guidance using motivational interviewing to residents ages 18-24
- Assisted residents in achieving their goals through the completion of homework assignments and ensuring timeliness to work
- Advocated for anti-racist framework at all levels of organization
- Expertly validated and navigated residents' feelings of hopelessness, depression, anger, and fear during the violent reactions to protests during the summer of 2020.

Senior Integrative Health Analyst/Data Manager | 2017 - 2019

Positive Resource Center (PRC)

- Chair of the San Francisco HIV Frontline Organizing Group, a grassroots collaboration between community-based HIV service organizations and representatives of the San Francisco Department of Public Health.
- Coordinated, led, and created content for training and professional networking opportunities for frontline workers in San Francisco, such as a Sex Worker Care and Competency Training and a Trans Care and Competency Training
- Director and lead data manager of the SF branch of the US Health Resources and Services Administration Grant for the HIV, Housing, and Employment Project, a national initiative to support the design, implementation, and evaluation of interventions that coordinate HIV care and treatment, housing, and employment services to improve health outcomes for people living with HIV.

Education



Certificate in Diversity,
Equity, and Inclusion
Georgetown University



Executive Scholar Certificate,
Non-Profit Management
Northwestern University



Data Analytics Certification
General Assembly



BA in English
Magna Cum Laude
University of California,
Irvine

Certifications



Overdose Recognition and
Response
The Solace Foundation of
Orange County



CPR and First Aid
LA Fire Department



Mental Health First Aid
Instructor
USA Mental Health First Aid



MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Doug Chaffee, Supervisor, 4th District

Date: 07/12/2023

Doug Chaffee

RE: Delete Item S29D

Supervisor Chaffee requests to delete item S29D from the July 18th Board meeting agenda.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
CLERK OF THE BOARD

JUL 12 2023



MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Doug Chaffee, Supervisor, 4th District

Date: 07/12/2023

Doug Chaffee
S29D

RE: Add Supplemental Item to January 18, 2023 Board Meeting Agenda – Appoint Luz Delia Ceden to the Orange County In-Home Supportive Services Advisory Committee

Supervisor Chaffee requests a supplemental item be placed on the January 10, 2023 Board of Supervisors agenda. The Board of Supervisors acting as the Orange County In-Home Supportive Services Public Authority would like to appoint Luz Delia Ceden to the Orange County In-Home Supportive Services Advisory Committee to serve a four-year term beginning 7/18/23 ending 7/17/27.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

**RECEIVED
CLERK OF THE BOARD**

JUL 12 2023



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:

Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type. This application shall be maintained for a period of 1 year. After one year, it is necessary to file a new application for another year of eligibility.

BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP:

IHSS ADVISORY COMMITTEE

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ☐ Third ☒ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Luz
First Name

DELIA
Middle Name

CEDENO
Last Name

Street Address

City

State

Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

NAME OF COUNTRY OF CITIZENSHIP: US

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: ORANGE COUNTY

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY

FROM (MO./YR.)

TO (MO./YR.)

UDW 10-11 5-23

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☒ YES ☐ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐ YES ☒ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY, EXCLUDING ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; AND CERTAIN MARIJUANA RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 - AS THEY RELATE TO MARIJUANA)? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

As a provider for 13 yrs, I would like to
be of service to protect the program

DATE: 5-11-23 APPLICANTS SIGNATURE: Luz Delia Celena

CLERK OF THE BOARD OF SUPERVISORS USE ONLY - DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____

Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS

☐ BCC Contact Person Name _____

Luz Delia Cedeno

EDUCATION

Kensington College, Santa Ana — *Certified Paralegal*

August 1992 - May 1993

Cypress College, Cypress — *Medical Billing Clerk Certificate*

August 1990 - May 1992

SKILLS

- Multilingual (English, Spanish)
- Experienced Union Negotiator and Community Activist
- Decades of Field/Public Outreach experiences
- Proficient in Excel, Word, Powerpoint, PDI, EveryAction-BSD Platforms

UDW/AFSCME Local 3930, Santa Ana — *Union Organizer, Boardmember, Bargaining Negotiator, AFL-CIO Delegate, Political Council Chair*

January 2011 - Present

- **Developing and implementing outreach strategies:** I was responsible for developing and executing outreach plans to engage and mobilize community members around UDW's advocacy efforts. This involves identifying potential supporters and allies, creating outreach materials, and coordinating events and meetings.
- **Building and managing relationships:** I worked closely with community members, volunteers, and local organizations to build relationships and foster a sense of community around UDW's work. This involves conducting one-on-one meetings, attending community events, and coordinating volunteer activities.
- **Mobilizing volunteers:** I recruited and managed volunteers to support UDW's work. This involves conducting training, managing volunteer schedules, and ensuring volunteers are equipped with the necessary resources to be effective advocates.
- **Data management and analysis:** I managed data related to outreach efforts and volunteer activities, including tracking engagement and progress toward goals. I was accountable for analyzing data to identify areas for improvement and opportunities to increase the effectiveness of our outreach campaign.
- **Representing UDW:** I represented UDW at community events, meetings, and other gatherings to promote the organization's mission and engage with community members. I was responsible for speaking publicly about UDW's work and advocating for the organization's priorities.

In-Home Supportive Service, Anaheim — *Care Provider*

September 2010 - Present

- **Companionship and Emotional Support:** Engaging in meaningful conversations, listening attentively, and providing emotional support to my mother. This may involve participating in activities she enjoys, reading aloud, or simply spending quality time together.
- **Transportation Assistance:** Assisting with transportation to medical appointments, grocery shopping, or other necessary outings. This involves coordinating transportation services on my mother's behalf.
- **Documentation and Reporting:** Maintaining accurate records of the care provided, including any changes in my mother's health or well-being. Promptly reporting any concerns or issues to relevant healthcare professionals or family members.
- **Collaboration with Healthcare Professionals:** Working closely with my mother's healthcare team, such as doctors, nurses, and therapists. This may involve attending appointments, following care plans, and implementing any recommended therapies or exercises.

- **Safety and Emergency Preparedness:** Ensuring a safe environment for my mother by identifying and minimizing potential hazards. Being prepared for emergencies, such as knowing first aid techniques and contacting emergency services if necessary

Kennelly & Associates, Westminster— Paralegal, Office Manager
June 1993 - January 1995

- **Legal Support Expertise:** Proficiently provide paralegal support by conducting legal research, drafting legal documents, and assisting with case management. Demonstrated ability to maintain accurate and organized legal files, ensuring smooth operations within the law firm
- **Office Management:** Efficiently oversee day-to-day office operations, including managing schedules, coordinating meetings, and maintaining office supplies. Proficient in handling client inquiries and maintaining strong relationships with clients, vendors, and staff members
- **Administrative Efficiency:** Expertly handle multiple tasks and prioritize workloads to meet deadlines. Skilled in managing calendars, scheduling appointments, and preparing correspondence. Experienced in coordinating travel arrangements and managing expense reports
- **Team Collaboration:** Foster a collaborative work environment by effectively communicating with attorneys, support staff, and clients. Demonstrate exceptional interpersonal skills and the ability to work well in a team setting. Experienced in training and supervising administrative staff to ensure optimal performance
- **Legal Compliance:** Thorough knowledge of legal procedures and regulations, ensuring adherence to ethical and professional standards. Diligently maintain confidentiality and handle sensitive information with discretion. Proficient in maintaining legal databases, tracking case deadlines, and assisting in preparing for court proceedings

U.S. Army, Fort Stewart— Combat Training Simulation Facilitator
January 1996 - January 2010

- **Simulation Facilitator:** Responsible for designing and facilitating realistic and engaging role-playing combat training simulations for the US Army, utilizing cutting-edge technology and simulation software
- **Training Program Development:** Collaborate with subject matter experts to develop comprehensive training programs that align with the Army's mission objectives and provide effective training experiences for soldiers at various skill levels
- **Simulation Operations Management:** Oversee the setup, maintenance, and operation of simulation equipment and software, ensuring all systems are functioning properly to deliver accurate and immersive training scenarios
- **Instruction and Guidance:** Provide clear instructions and guidance to soldiers participating in the simulation exercises, ensuring they understand the objectives, rules of engagement, and safety protocols to maximize their learning experience
- **Performance Assessment and Feedback:** Assess soldiers' performance during training simulations, providing constructive feedback and debriefings to enhance their skills, decision-making abilities, and situational awareness in combat scenarios. Collaborate with unit leaders to identify areas for improvement and develop targeted training interventions

VOLUNTEER

1. Orange County Labor Federation - Canvasser
2. Doug Chaffee for Supervisor - Canvasser
3. Fountain Valley Regional Hospital - Administrative Clerk
4. Katie Porter for Congress - Canvasser
5. Katrina Foley for Supervisor - Canvasser
6. Vincente Sarmiento for Supervisor - Canvasser
7. No on Recall - Gavin Newsom 2021
8. Sergio Contreras for Supervisor
9. Ashleigh Aitken for Supervisor