

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

522



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
10/19/09

SUBJECT: Agreement #UO6097 with Richard Heath and Associates, Inc. for California Lifeline Telephone Program

RECOMMENDED MOTION: That the Board of Supervisors approve and ratify:

- 1) Authorize the Chairman of the Board to sign the attached Agreement #UO6097 between Richard Heath and Associates, Inc. (RHA) and Community Action Partnership of Riverside County (CAP Riverside) for the term July 28, 2009 through July 27, 2010 not to exceed \$10,500.
- 2) Authorize the Purchasing Agent to sign any ministerial amendments not to exceed the Board authorized amount; and
- 3) Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement.
- 4) Instruct the Auditor Controller to adjust the budget as identified in the attached Schedule A.

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER

BY: Susana Garcia-Bocanegra 12/23/09
SUSANA GARCIA-BOCANEGRA

Continued - 3 pages total

Maria Y. Juarez, CCAP, Deputy Director for
Lois J. Carson, CCAP, Executive Director

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 10,500
Current F.Y. Net County Cost: \$
Annual Net County Cost: \$

In Current Year Budget: No
Budget Adjustment: Yes
For Fiscal Year: 09/10

SOURCE OF FUNDS: 100% Richard Heath & Associates, Inc.

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy ☒
Per Exec. Ofc.: ☐ Consent ☒ Policy ☒

Prev. Agn. Ref.: 11/25/08 (#3.9)

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.9

FROM: Community Action Partnership of Riverside County

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for the California Lifeline Telephone Program

PAGE: 2 of 3

BACKGROUND:

Since 2003, RHA has made funding available to CAP Riverside for a marketing program to increase participation in the California Lifeline Telephone Program (CLTP), which provides telephone service to eligible low-income customers at reduced rates. CAP Riverside acts as the "Outreach Provider" by:

- Educating consumers about CLTP and its enrollment process;
- Disseminating CLTP materials in mail campaigns or at community events; and
- Referring consumers to the phone carrier of their choice or the LifeLine Call Center.

Agreement #UO6097 establishes Program Year 2009-2010.

Therefore, the Executive Director of CAP Riverside requests that the Board approve the California Lifeline Telephone Program Agreement #UO6097 with Richard Heath and Associates, covering the term July 28, 2009 through July 27, 2010, not to exceed \$10,500.

FINANCIAL IMPACT: No County General Funds will be required.

CONCUR/EXECUTE: Purchasing, Auditor Controller

LJC:MYJ:KA;jb

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PAGE: 3 of 3

SCHEDULE A

Community Action Partnership of Riverside County Budget Adjustment Fiscal Year 2009/2010

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-527780

Special Program Expense \$10,500

INCREASE IN REVENUE:

CAARC-21050-5200200000-781360

Other Misc. Revenue \$10,500

**CALIFORNIA LIFELINE TELEPHONE PROGRAM
RHA AND OUTREACH PARTNER AGREEMENT**

This Agreement is entered into as of July 28, 2009, by and between **Richard Heath and Associates, Inc. ("RHA")** and **Community Action Partnership of Riverside County** hereinafter referred to as "Outreach Partner," for services provided for the California LifeLine Telephone Program Marketing and Outreach Campaign, hereinafter referred to as "California LifeLine Telephone Program".

The California Public Utilities Commission (CPUC) has contracted with RHA to manage the California LifeLine Telephone Program Marketing and Outreach Campaign. The campaign is designed to inform and educate low income households of the discounted telephone service available to all eligible Californians.

Outreach Partner acknowledges that RHA is providing services for the CPUC (California LifeLine Telephone Program, Agreement Number 08PS5730), and this agreement is to provide services for RHA in support of that contract. Furthermore, Outreach Partner understands that it is not under contract with the CPUC or the State of California (collectively "the State"), and has no rights or entitlements with the State by virtue of this Agreement.

Outreach Partner shall commence performance of this Agreement July 28, 2009 and shall complete performance to the satisfaction of RHA no later than July 27, 2010.

1. Outreach Partner shall, in a satisfactory, proper and timely manner, perform the services described below:
 - Provide a qualified Education to consumers as defined by RHA on California LifeLine Telephone Program to include:
 - Program elements, including description, plans and rates
 - Enrollment process, including prequalification requirements
 - Renewal requirements
 - Eligibility criteria and methods of qualification
 - Next steps - Refer consumers to the carrier of their choice or to the LifeLine Call Center for general information
 - Obtain a signature from each consumer receiving an education
 - Attend selected CPUC sponsored community events to provide LifeLine awareness and outreach
 - Ensure performance in the following ways:
 - Submit a Work Plan with projected activity prior to contract distribution
 - Submit Activity Summary Invoice Form (refer to Attachment 1) with Workshop Education Signature Sheets (Attachment 2) and 1-on-1 Education Signature Sheet (Attachment 3) as backup for completed educations, monthly as specified in Addendum I.
 - Maintain collateral levels necessary to provide California LifeLine brochure to all interested consumers

2. Outreach Partner shall perform the services mutually agreed to, as outlined in Addendum I.
3. RHA agrees to provide the following:
 - o Training to Outreach Partner staff
 - o Materials for Educating consumers
 - o Collateral as ordered by Outreach Partner
 - o Quality Assurance through periodic site visits and telephone updates
 - o Technical and program support on an as-needed basis
 - o Monthly status report showing progress in Outreach Partner's in achieving program activity goals
4. Outreach Partners will be compensated for above described services as follows:

Outreach Partner will be reimbursed under this contract for each consumer they educate on the California LifeLine Telephone Program and obtain a signature. Educations can be one-on-one to individuals or to groups in workshops. Workshops may be dedicated to California LifeLine outreach or in conjunction with other public service programs and family resource assistance programs.

Outreach Partner must achieve a minimum of 700 educations every six months unless an exception is granted by RHA. Outreach Partner will be paid \$5.25 per qualified education verified by a signature.

The number of payable educations allocated to Community Action Partnership of Riverside County and the corresponding "Not to Exceed" payment amount is included in Addendum I attached hereto and made a part of this agreement.

If new to the program, Outreach Partner may receive advance funding up to \$500.00. Any advance funds will be repaid by deducting 50% of each invoice for educations performed until the total advance has been repaid.

5. It is expressly understood that the total amount to be paid by RHA to the Outreach Partner under this Agreement shall not exceed the amount as stated in Addendum I. Compensation will be made according to the schedule in Addendum I. All activity is subject to review and adjustment by RHA to ensure alignment with goals.
6. Outreach Partner shall maintain such records and accounts, including property, personnel, and financial records as deemed necessary by RHA or its contract manager to ensure proper accounting for all project funds as required by RHA's funding source. These records will be made available for audit purposes to RHA's funding source or any authorized representative, and will be retained for three (3) years after expiration of this Agreement unless written permission to destroy them is granted by RHA and its funding source.
7. If the Outreach Partner shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Outreach Partner violates any of the covenants, agreements, or stipulations of this Agreement; or if the funding source under which this Agreement is made, authorized and funded is

terminated, rescinded, or suspended by the funding source; or if RHA is the Delegate Agency of a Federal or Grantee, then the contract by which such delegation is made is terminated. RHA shall thereupon have the right to terminate this Agreement by giving 30 days written notice to the Outreach Partner of such termination and will specify the effective date thereof. If the Outreach Partner is unable or unwilling to comply with such additional conditions as may be lawfully imposed by the funding source on the contract under which RHA is performing the program to which Outreach Partner's services are being rendered, the Outreach Partner shall have the right to terminate the Agreement by giving written notice to RHA of such termination and specifying the effective date thereof of no less than 30 number of days. In the event of termination, all property and finished or unfinished documents, data studies and reports purchased or prepared by the Outreach Partner under this Agreement shall, at the option of RHA, become its property. The Outreach Partner shall then be entitled to compensation for any unreimbursed expenses incurred for satisfactory performance under this Agreement to the date of termination. Notwithstanding the above, the Outreach Partner shall not be relieved thereby of liability to RHA for damages sustained by RHA by virtue of any breach of the Agreement by the Outreach Partner. RHA may withhold any such reimbursement or compensation to the Outreach Partner for the purpose of offset until such time as the exact amount of damages due RHA from the Outreach Partner is agreed upon or otherwise determined.

8. RHA may, from time to time, request changes to Sections 1 and 3 above. Such changes include any increase or decrease in the amount of the Outreach Partner's compensation, which may be changed if activity levels fall below agreed upon goals or a change mutually agreed by RHA and the Outreach Partner, and shall be incorporated by amendment to this Agreement.
9. Outreach Partner agrees to comply with all applicable federal, state, and local statutes and regulations concerning its employees, including, but not limited to, prevailing wage standards imposed by City or County ordinance.
10. Outreach Partner shall not discriminate against any employee employed under this performance Agreement, or against any applicant for employment in the performance of this Agreement because of race, religion, color, national original ancestry, physical handicap, medical condition, marital status, age, gender or sexual orientation. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion, transfer, selection for training, rates of pay, or other forms of compensation.
11. Non-Discrimination Clause: During the performance of this Agreement, Outreach Partner shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Outreach Partner shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Outreach Partner shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Outreach Partner shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

12. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.
13. Outreach Partner shall comply with all applicable laws, ordinances, and codes of the state and local governments. The State of California's General Terms and Conditions, and Outreach Partner Certifications (GTC 307 and CCC 307, respectively) are made a part of this Agreement, as set forth at <http://www.ols.dgs.ca.gov/Standard+Language> . Outreach Partner acknowledges that it has read and agrees to the terms and conditions within GTC 307, and further, certifies as to those matters contained in CCC 307.
14. Outreach Partner warrants that none of its employees participated in any of the negotiations, transactions, planning, arrangement or any part of the decision-making process relevant to the Request for Proposal. Outreach Partner warrants that neither it nor any Outreach Partners, who will perform work under the Agreement, are currently employed by any telecommunications carrier doing business in California or their subsidiaries and affiliates. Outreach Partner warrants that neither it, nor any Outreach Partner who will perform work under the Agreement, have active proposals before any of these entities.
15. Outreach Partner agrees to refrain from entering into any relationship that could result in a conflict of interest in the performance of the Agreement, and to monitor the performance of its Outreach Partners during the term of the Agreement to determine whether potential conflicts of interest exist. Outreach Partner agrees to notify the RHA California LifeLine Program Manager promptly of any potential conflict of interest, including those of Outreach Partners. The CPUC Executive Director may exercise its option to terminate this Agreement if a conflict is found.
16. Outreach Partner hereby certifies under penalty of perjury that no final non-appealable finding of Contempt of Court by a Federal Court has been issued against Outreach Partner within the immediately preceding two (2) year period because of Outreach Partner's failure to comply with an order of a Federal Court, which orders Outreach Partner to comply with an order of the National Labor Relations Board.
17. Outreach Partner is not an employee of RHA for any purpose whatsoever, but is an independent subcontractor. RHA shall not do anything that would jeopardize the relationship of independent subcontractor between RHA and Outreach Partner. All expenses and disbursements incurred by Outreach Partner under this Agreement, unless specifically delineated as RHA's responsibility, shall be borne wholly and completely by Outreach Partner, and RHA shall not be in any way responsible or liable. Therefore, Outreach Partner does not have, nor shall hold itself out as having, any right, power,

or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon RHA.

18. RHA shall indemnify and hold harmless the Outreach Partner, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "Outreach Partner's Indemnified Parties") from any liability whatsoever, including but not limited to claims for property damage, bodily injury, or death, based upon or arising out of the acts or omissions of RHA (or its officers and employees) under this Agreement. RHA shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, expert witness fees, cost of investigation, defense and settlements, judgments or awards, on behalf of or incurred by Outreach Partner's Indemnified Parties in any claim or action based upon such liability.
19. Outreach Partner shall indemnify and hold harmless RHA and its employees and officers, and the California Public Utility Commission (and its employees, representatives and Commissioners) (collectively "RHA'S Indemnified Parties") from any liability whatsoever, including but not limited to claims for property damage, or bodily injury or death, based upon or arising out of the acts or omissions of Outreach Partner or its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives under this Agreement. Outreach Partner shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees expert witness fees, cost of investigation, defense and settlements, judgments or awards, on behalf of or incurred by RHA's Indemnified Parties in any claim or action based upon such liability.
20. With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.
21. RHA may withhold from any payment due Outreach Partner hereunder such amounts as in RHA's opinion are reasonable necessary to provide security against loss, damage, expense and liability cover by the foregoing indemnity provision.
22. Indemnifying party's obligation hereunder shall be satisfied when they have provided to the indemnified party evidence that a claim is no longer being asserted against the indemnified party (such as a release) and/or the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.
23. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.
24. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.

Mailed notices shall be addressed to the parties at the addresses below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after postmarked and mailed.

Taura O'Lariscy, Program Manager
Richard Heath and Associates, Inc.
1225 Eighth Street, Suite 250
Sacramento, CA 95814

25. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Outreach Partner to RHA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
26. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
27. This Agreement will be governed by and construed in accordance with the laws of the State of California.



program design+management

Community Action Partnership of Riverside County
Contract #: UO6097

28. Should litigation be required to enforce the terms of this Agreement, the prevailing party shall be entitled to expenses incurred thereby including, but not limited to, reasonable attorney's fees and court costs.

"RHA"	"Outreach Partner"
Richard Heath and Associates, Inc.	Community Action Partnership of Riverside County
<hr/>	<hr/>
David Wear, Chief Executive Officer	Board of Supervisors
<hr/>	<hr/>
Date	Date
590 West Locust Avenue, Suite 103 Fresno, CA 93650 Phone: (559) 447-7000	2038 Iowa Avenue, Suite B-102 Riverside, CA 92507 Phone: (951) 955-4900



Community Action Partnership of Riverside County
Contract #: UO6097

ATTACHMENT 1: MONTHLY ACTIVITY SUMMARY INVOICE

(Please see form on next page)

Monthly Activity Summary Invoice

Organization Name: _____

Outreach Worker/Contact Person: _____ Phone _____

Signature: _____ Submit Date: _____

WORKSHOP EDUCATION SUMMARY

Language	# of Signatures
_____	_____
_____	_____
_____	_____
_____	_____

Total Workshop Signatures _____ @ \$5.25 each = \$ _____

ONE-ON-ONE EDUCATION SUMMARY

Language	# of Signatures
_____	_____
_____	_____
_____	_____
_____	_____

Total One-on-One Signatures _____ @ \$5.25 each = \$ _____

Total # of Signatures _____ Total Payment \$ Fax to: **877-798-9982** -or- Email to: **faxlifeline@rhainc.com**

Mailed originals or copies of outreach activity are not accepted

All original documents must be kept on location and retained for 3 years

For assistance call the LifeLine Help Desk at 866-742-8587

RHA USE ONLY☐ Signatures Verified for Payment

Date:

Print Name:

Signature:

ATTACHMENT 2: WORKSHOP EDUCATION SIGNATURE SHEET

(Please see form on next page)

Workshop Education Signature Sheet

Organization/Agency Name _____

Workshop Language (List Only 1) _____

Conducted By _____

Workshop Date _____

Phone Number _____

Workshop Name/Program: _____

By signing below, I certify that I have been educated about California LifeLine Telephone Program:

Print name:	Signature: X	1
Print name:	Signature: X	2
Print name:	Signature: X	3
Print name:	Signature: X	4
Print name:	Signature: X	5
Print name:	Signature: X	6
Print name:	Signature: X	7
Print name:	Signature: X	8
Print name:	Signature: X	9
Print name:	Signature: X	10
Print name:	Signature: X	11
Print name:	Signature: X	12
Print name:	Signature: X	13
Print name:	Signature: X	14
Print name:	Signature: X	15
Print name:	Signature: X	16
Print name:	Signature: X	17
Print name:	Signature: X	18
Print name:	Signature: X	19
Print name:	Signature: X	20

of signatures on this page _____

Submitted w/ Summary Invoice No. _____



Community Action Partnership of Riverside County
Contract #: UO6097

ATTACHMENT 3: 1-on-1 EDUCATION SIGNATURE SHEET

(Please see form on next page)

1-on-1 Education Signature Sheet

Organization/Agency Name _____

Conducted By _____

Phone Number _____

☐ Check box if signatures below were collected at a CPUC sponsored event

No stipend can be claimed or submitted for events where signatures are collected and submitted for payment.

Event Name and Location _____

Event Date _____

of Event Attendees: _____

(estimate)

By signing below, I certify that I have been educated about California LifeLine Telephone Program:

1	Date	Print Name	Signature X	Language
2	Date	Print Name	Signature X	Language
3	Date	Print Name	Signature X	Language
4	Date	Print Name	Signature X	Language
5	Date	Print Name	Signature X	Language
6	Date	Print Name	Signature X	Language
7	Date	Print Name	Signature X	Language
8	Date	Print Name	Signature X	Language
9	Date	Print Name	Signature X	Language
10	Date	Print Name	Signature X	Language
11	Date	Print Name	Signature X	Language
12	Date	Print Name	Signature X	Language
13	Date	Print Name	Signature X	Language
14	Date	Print Name	Signature X	Language
15	Date	Print Name	Signature X	Language

List # of signatures by language:

Language _____ # Signatures _____

Language _____ # Signatures _____

Language _____ # Signatures _____

Language _____ # Signatures _____

Total # of signatures on this page _____

Submitted w/ Summary Invoice No. _____

ADDENDUM I**Community Action Partnership of Riverside County**

Compensation under the Agreement shall be determined by the performance of specified and mutually agreed to Outreach Activities projected by the Outreach Partner. Payments will be made monthly for educations performed and verified by submitted signatures and activity statements.

LifeLine 2009 – 2010 Payment Schedule

Activity/Goal	Units	Rate	Payment Not to Exceed
Educations verified by signatures	2,000	\$5.25	\$10,500.00

Changes in Outreach activity will be updated with an amendment to the Addendum I. Outreach Partner shall submit Statements of Activity as completed to RHA to report the following activities:

- Number of verifiable educations

The Monthly Activity Summary Invoice (Attachment 1) with backup Workshop Education Signature Sheets (Attachment 2) and 1-on-1 Education Signature Sheets (Attachment 3) provided as documentation should be delivered by fax or email to RHA by the seventh (7th) of the following month. The invoicing period will include all activity performed in the prior month. For example, documentation for activity performed in the month of September will be submitted to RHA after September 30th and before October 7th.