

326



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

FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:
June 14, 2010

SUBJECT: Ratify the Sole Source Agreement between the County of Riverside Department of Public Health (DOPH) and the Riverside County Office of Education to evaluate the effectiveness of conducting and operating 2010-2011 school-based novel influenza A (H1N1) vaccination clinics.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Sole Source Agreement between the County of Riverside Department of Public Health (DOPH) and the Riverside County Office of Education from June 1, 2010 through July 30, 2011 in the amount of \$292,050; and
- 2) Authorize the Chairperson to sign two (2) originals of said Sole Source Agreement on behalf of the County; and
- 3) Authorize the Purchasing Agent to issue a purchase order to Riverside County Office of Education in the amount of \$292,050; and
- 4) Authorize the Auditor Controller to make adjustments to the 2010-2011 fiscal year budget as outlined in the attached Schedule A.

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER

BY: Samuel Wong 6/16/10
SAMUEL WONG

SH:KS:nm

Susan D. Harrington
Susan Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. 10/11 Total Cost:	\$ 292,050	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% federally funded by the Centers for Disease Control and Prevention through the California Department of Public Health.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

APPROVE

C.E.O. RECOMMENDATION:

BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 6/16/10
Departmental Concurrence

Purchasing: Mark Sailer
Mark Sailer, Assistant Director

Policy Policy

Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: District: ALL Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.26

SUBJECT: Ratify the Sole Source Agreement between the County of Riverside Department of Public Health (DOPH) and the Riverside County Office of Education to evaluate the effectiveness of conducting and operating 2010-2011 school-based novel influenza A (H1N1) vaccination clinics.

BACKGROUND: In June 2009, the World Health Organization (WHO) declared a pandemic due to a novel influenza A (H1N1) virus. In November 2009, the Riverside County Department of Public Health (RCDOPH) activated its Department Operations Center (DOC) to coordinate activities in response to the H1N1 pandemic. During the response phase, RCDOPH scheduled vaccine clinics for schools; however, not all school districts or private schools opted to participate in the vaccination campaign. The H1N1 outbreak has highlighted the need to evaluate the barriers and facilitators to partnering with RCDOPH to conduct and operate H1N1 vaccination clinics in schools. The evaluation of this influenza pandemic will afford the opportunity to examine alternatives for response to future public health emergencies.

The Riverside County Office of Education (RCOE) is a service agency which supports Riverside County's twenty-three (23) school districts. During the H1N1 vaccination campaign, RCDOPH partnered with RCOE to vaccinate students in school-based clinics. For the evaluation component of the H1N1 Vaccination Campaign, RCOE will disseminate and ensure completion of evaluation surveys by the 23 school districts in Riverside County as well as by the 42 private schools at which RCDOPH offered to provide vaccination clinics. In addition, RCOE will contract with the 23 school districts and 42 private schools to provide them with a stipend for participating in the evaluation and completing the survey, and for hosting a vaccination clinic, if applicable. The stipend for hosting a vaccination clinic is for costs that the districts/schools may have incurred for facility usage, staff time, printing/photocopying consents or informational sheets, and supplies.

All 23 school districts, RCOE and the California School of the Deaf in Riverside will receive \$2,000 each for completing and submitting the survey. Twenty school districts will receive a total of \$143,500 for their participation in hosting a vaccination clinic during the vaccination campaign. Funds will be distributed to the 20 participating school districts on a per capita basis.

All 42 private schools will receive \$1,000 each for completing and submitting the survey. Fifteen private schools that hosted vaccination clinics during the vaccination campaign will each receive \$2,000. RCOE will receive \$26,550 as an administrative fee for executing the contracts and providing funding to the districts and private schools.

PRICE RESONABLENESS:

The total cost to provide a stipend to participating public and private schools and to complete this evaluation survey for the Novel Influenza A (H1N1) Vaccination Campaign is \$292,050. Using any other agencies would be cost prohibitive as no other agency has the existing relationships and capabilities to implement this project with the RCDOPH.

FINANCIAL INFORMATION: 100% federally funded by the Centers for Disease Control and Prevention through the California Department of Public Health. The entire amount (\$292,050) will need to be added to the proposed FY 10/11 budget in the professional services category.

ACO

SCHEDULE A

Community Health Agency
Department of Public Health
Public Health Emergency Preparedness and Response Branch
Public Health Emergency Response (PHER) Grant H1N1 Phase III
HS100074

Budget Adjustment
Fiscal Year 2010/11

INCREASE IN APPROPRIATIONS:

21770 4200100000- 525440	Professional Services	<u>\$ 292,050</u>
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TOTAL INCREASE IN APPROPRIATION \$292,050

INCREASE IN ESTIMATED REVENUE:

21770 4200100000- 767220	Fed- Other Operating Grants	<u><u>\$292,050</u></u>
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Date: June 10, 2010
From: Susan Harrington
Department/Agency: Department of Public Health (DOPH)
To: Board of Supervisors
Via: Purchasing Agent
**Subject: Request for Sole Source Procurement for After Action
Evaluation of the 2009 H1N1 School-Based Vaccination
Campaign Efforts**

The information below is provided in support of my Department requesting approval for a sole source contract. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: After Action Evaluation of Riverside County 2009 H1N1 School-Based Vaccination Campaign Efforts.

Supplier being requested:

Riverside County Office of Education (RCOE)
3939 Thirteenth Street
Riverside, California 92501
Mailing address:
P.O. Box 868
Riverside, California 92502-0868

Alternative suppliers that can or might be able to provide supply/service:

Riverside County Office of Education (RCOE) is a service agency supporting the county's 23 school districts. They are the only entity that has existing, on-going relationships with all 23 public school districts in the county. If another organization was selected to conduct this evaluation, they would need to coordinate with RCOE to gain access to information about the vaccination campaign, the individual school districts and the private schools.


Extent of market search conducted: Market research was conducted via the internet in an attempt to identify any other agencies that routinely coordinate and contract with public and/or private schools to provide support, information sharing and resources. No agency other than RCOE was identified that was well-positioned to support the vaccination campaign efforts or to evaluate the effectiveness of the campaign.

Unique feature of the supply/service being requested from this supplier that no alternative supplier can provide: Riverside County Office of Education (RCOE) is uniquely positioned as a service agency supporting the county's 23 public school districts. Since 1893, RCOE has been mandated to administrate the education policies of the counties school districts and each year the Riverside County Office of Education produces reports to the community providing statistical information on education in Riverside County. During the vaccination campaign, RCOE worked closely with DOPH to coordinate school-based vaccination clinics and to outreach to the various school districts, Head Start programs and private schools. Because of this coordination, RCOE is uniquely positioned to evaluate the effectiveness of the vaccination campaign at the public and private schools. If another organization was selected to conduct this evaluation, they would need to coordinate with RCOE to gain access to information about the campaign, the individual school districts and the private schools. Also, another agency would not have the unique perspective of how school districts and private schools function and the limitations that they faced in coordinating school-based vaccination clinics.

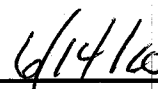
Reasons why my department requires these unique features and what benefit will accrue to the County: Public Health Emergency Preparedness and Response (PHEPR), is conducting an After Action Evaluation to assess the effectiveness of conducting school-based vaccination clinics during the 2009 H1N1 Vaccination Campaign. This information will be included as part of an overall After Action Report (AAR) for the 2009 H1N1 Vaccination Campaign. This comprehensive AAR is required by the Centers for Disease Control and Prevention and the California Department of Public Health as part of the Public Health Emergency Response (PHER) grants.

Price Reasonableness: The cost for RCOE to complete this After Action Evaluation of school-based clinics for the 2009 H1N1 Vaccination Campaign is \$292,050. This amount includes a stipend for all public school districts and private schools for hosting a vaccination clinic and/or for completing the evaluation survey. RCOE will ensure that surveys are returned and will process the surveys for data entry and analysis. Using any other agency would be cost prohibitive as no other agency has access to the information to implement this project with the public and private schools throughout the county.

Does moving forward on this product or service further obligate the County to future similar contractual arrangements? No, moving forward on this project will not obligate the County for any future contractual arrangements with RCOE.



Department Head Signature



Date

RCOE (Sole Source)

5/10/10

Purchasing Department Comments

Approve

Approve with Condition/s

Disapprove



6-15-10

Purchasing Agent

Date

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/ Public Health Emergency Preparedness and Response		CONTRACT NO. 10-093	RFP NO. -----
FUND: 21770	DEPARTMENT IDs: 4200102100	PROJECT-GRANT N/A	PROGRAM HS100074
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$292,050	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: June 1, 2010 through July 30, 2011			
COUNTY CONTACT: Aphrodyi Walker (951) 358-7100		CONTRACTOR REPRESENTATIVE: Michael D'Amico (951) 826-6250	
PROGRAM NAME: Evaluation for the 2009 H1N1 School-Based Vaccination Campaign			

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as ("COUNTY"), and

Riverside County Office of Education

hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY has entered into an agreement to evaluate the effectiveness of conducting and operating 2009-2010 school-based influenza A (H1N1) vaccination campaign and

WHEREAS, the CONTRACTOR is a service agency which supports Riverside County's twenty-three (23) school districts for children and families in Riverside County for the H1N1 Vaccination.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 16, Exhibit A, consisting of three (3) page(s), Exhibit B, consisting of two (2) page(s) and Attachment A, consisting of six (6) page(s), attached hereto and incorporated herein.

CONTRACTOR

Riverside County Office of Education

By _____

Print Name _____

Date _____

COUNTY

By _____
Chairman of the Board of Supervisors

Print Name _____

Date _____

ATTEST: Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 6/16/10

1 **1. DESCRIPTION OF SERVICES**

2 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A,
3 SCOPE OF WORK, attached hereto and by this reference incorporated herein.

4 1.2 CONTRACTOR shall perform to the satisfaction of the COUNTY and in
5 conformance to and consistent with the highest standards of firms/professionals in
6 the same discipline in the State of California.

7 1.3 CONTRACTOR affirms this is fully, apprised of all the work to be performed under
8 this Agreement; and the CONTRACTOR agrees it can properly perform this work
9 at the prices stated in Exhibit B, PAYMENT PROVISION. CONTRACTOR is not
10 to perform services or provide products outside of this Agreement.

11 1.4 Acceptance by the COUNTY of the CONTRACTOR'S performance under this
12 Agreement does not operate as a release of CONTRACTOR'S responsibility for
13 full compliance with the terms of this Agreement.
14

15 **2. PERIOD OF PERFORMANCE**

16 2.1 This Agreement shall be effective on June 1, 2010 through July 30, 2011, unless,
17 terminated as specified in Section 14, TERMINATION.
18

19 **3. COMPENSATION.**

20 3.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A,
21 SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR
22 shall be entitled to receive payment as specified in Exhibit B, PAYMENT
23 PROVISIONS, attached hereto and incorporated herein. Maximum payment by
24 COUNTY to CONTRACTOR shall not exceed two hundred ninety-two thousand
25 fifty dollars (\$292,050), including all expenses.
26

27 3.2 COUNTY is not responsible for any fees or cost incurred above or beyond the
28 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph

1 3.1, and shall have no obligation to purchase any specified amount of services.
2 Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS,
3 COUNTY shall not be responsible for payment of any of CONTRACTOR'S
4 expenses related to this Agreement.

5 **3.3** COUNTY requires written proof satisfactory to COUNTY of cost increases prior
6 to any approved price adjustment. A minimum of 30-day advance notice in
7 writing is required to be considered and approved by COUNTY. No retroactive
8 price adjustments will be considered. Any price increases must be stated in a
9 written amendment to this Agreement.

10 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal
11 year end is contingent upon and limited by the availability of COUNTY funding
12 from which payment can be made. No legal liability on the part of the COUNTY
13 shall rise for payment beyond June 30 of each calendar year unless funds are
14 made available for such payment. In the event such funds are not forthcoming for
15 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and
16 this Agreement shall be deemed terminated and have no force and effect.
17

18
19 **4. HOLD HARMLESS/INDEMNIFICATION.**

20 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
21 Agencies, Districts, Special Districts and Departments, their respective directors,
22 officers, Board of Supervisors, elected and appointed officials, employees, agents
23 and representatives from any liability, claim, damage or action whatsoever, based
24 or asserted upon any act or omission of CONTRACTOR, its officers, employees,
25 subcontractors, agents or representatives arising out of or in any way relating to
26 this Agreement, including but not limited to property damage, bodily injury, or
27 death. CONTRACTOR shall defend, at its sole cost and expense, including but
28

1 not limited to attorney fees, cost of investigation, defense and settlements or
2 awards, the County of Riverside, its Agencies, Districts, Special Districts and
3 Departments, their respective directors, officers, Board of Supervisors, elected
4 and appointed officials, employees, agents and representatives in any such action
5 or claim. With respect to any action or claim subject to indemnification herein by
6 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
7 counsel of its own choice and shall have the right to adjust, settle, or compromise
8 any such action or claim without the prior consent of COUNTY; provided,
9 however, that any such adjustment, settlement or compromise in no manner
10 whatsoever limits or circumscribes CONTRACTOR'S indemnification of
11 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when
12 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or
13 similar document) relieving COUNTY from any liability for the action or claim
14 involved.

15 **4.2** The specified insurance limits required in this Agreement shall in no way limit or
16 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless
17 COUNTY.

18 **4.3** In the event there is conflict between this clause and California Civil Code
19 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
20 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
21 COUNTY to the fullest extent allowed by law.

22
23 **5. INDEPENDENT CONTRACTOR.**

24 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an
25 independent CONTRACTOR and shall not be deemed an employee of the
26 COUNTY. It is expressly understood and agreed that the CONTRACTOR
27 (including its employees, agents and subcontractors) shall in no event be entitled
28 to any benefits to which COUNTY employees are entitled, including but not

1 limited overtime, any retirement benefits, worker's compensation benefits, and
 2 injury leave or other leave benefits. There shall be no employer-employee
 3 relationship between the parties; and CONTRACTOR shall hold COUNTY
 4 harmless from any and all claims that parties; and CONTRACTOR shall hold
 5 COUNTY harmless from any and all claims that may be made against COUNTY
 6 based upon any contention by a third party that an employer-employee
 7 relationship exists by reason of this Agreement. It is further understood and
 8 agreed by the parties that CONTRACTOR in the performance of this Agreement.

9 **5.2** It is further understood and agreed by the parties hereto that CONTRACTOR in
 10 the performance of this Agreement is subject to the control or direction of
 11 COUNTY merely as to the result to be accomplished by the services hereunder
 12 agree to render and perform and not as to the means and methods for
 13 accomplishing the results.

14 **6. LIABILITY INSURANCE** Without limiting or diminishing the CONTRACTOR'S
 15 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure
 16 and maintain or cause to be maintained, at its sole cost and expense, the following
 17 insurance coverage's during the term of this Agreement:

18 **6.1 Workers' Compensation:**

19 If the CONTRACTOR has employees as defined by the State of California, the
 20 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
 21 (Coverage A) as prescribed by the laws of the State of California. Policy shall
 22 include Employers' Liability (Coverage B) including Occupational Disease with
 23 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed
 24 to waive subrogation in favor of The County of Riverside, and, if applicable, to
 25 provide a Borrowed Servant/Alternate Employer Endorsement.

26 **6.2 Commercial General Liability:**

27 Commercial General Liability insurance coverage, including but not limited to,
 28 premises liability, contractual liability, products and completed operations

1 liability, personal and advertising injury covering claims which may arise from or out
2 of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all
3 Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside,
4 their respective directors, officers, Board of Supervisors, employees, elected or
5 appointed officials, agents or representatives as Additional Insured(s). Policy's limit
6 of liability shall not be less than \$1,000,000 per occurrence combined single limit. If
7 such insurance contains a general aggregate limit, it shall apply separately to this
8 agreement or be no less than two (2) times the occurrence limit.

9 **6.3 Vehicle Liability:**

10 If vehicles or mobile equipment are used in the performance of the obligations
11 under this Agreement, then CONTRACTOR shall maintain liability insurance for
12 all owned, non-owned or hired vehicles so used in an amount not less than
13 \$1,000,000 per occurrence combined single limit. If such insurance contains a
14 general aggregate limit, it shall apply separately to this agreement or be no less
15 than two (2) times the occurrence limit. Policy shall name the County of
16 Riverside, its Agencies, Districts, Special Districts, and Departments, their
17 respective directors, officers, Board of Supervisors, employees, elected or
18 appointed officials, agents or representatives as Additional Insured(s).

19 **6.4 General Insurance Provisions - All lines:**

20 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be
21 admitted to the State of California and have an A M BEST rating of not
22 less than A: VIII (A:8) unless such requirements are waived, in writing, by
23 the County Risk Manager. If the County's Risk Manager waives a
24 requirement for a particular insurer such waiver is only valid for that
25 specific insurer and only for one policy term.

26 **6.4.2** The CONTRACTOR must declare its insurance self-insured retentions. If
27 such self-insured retentions exceed \$500,000 per occurrence such
28 retentions shall have the prior written consent of the County Risk Manager

1 before the commencement of operations under this Agreement. Upon
2 notification of self insured retention unacceptable to the COUNTY, and at
3 the election of the County's Risk Manager, CONTRACTOR'S carriers
4 shall either; 1) reduce or eliminate such self-insured retention as respects
5 this Agreement with the COUNTY, or 2) procure a bond which guarantees
6 payment of losses and related investigations, claims administration, and
7 defense costs and expenses.

8 **6.4.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
9 furnish the County of Riverside with either 1) a properly executed original
10 Certificate(s) of Insurance and certified original copies of Endorsements
11 effecting coverage as required herein, or 2) if requested to do so orally
12 or in writing by the County Risk Manager, provide original Certified
13 copies of policies including all Endorsements and all attachments thereto,
14 showing such insurance is in full force and effect. Further, said
15 Certificate(s) and policies of insurance shall contain the covenant of the
16 insurance carrier(s) that thirty (30) days written notice shall be given to the
17 County of Riverside prior to any material modification, cancellation,
18 expiration or reduction in coverage of such insurance. In the event of a
19 material modification, cancellation, expiration, or reduction in coverage,
20 this Agreement shall terminate forthwith, unless the County of Riverside
21 receives, prior to such effective date, another properly executed original
22 Certificate of Insurance and original copies of endorsements or certified
23 original policies, including all endorsements and attachments thereto
24 evidencing coverage's set forth herein and the insurance required herein is
25 in full force and effect. *CONTRACTOR shall not commence operations*
26 *until the COUNTY has been furnished original Certificate (s) of Insurance*
27 *and certified original copies of endorsement or policy of insurance*
28 *including all endorsements and any and all other attachments as required*

1 *in this Section. An individual authorized by the insurance carrier to do so*
 2 *on its behalf shall sign the original endorsements for each policy and the*
 3 *Certificate of Insurance.*

4 **6.4.4** It is understood and agreed to by the parties hereto and the insurance
 5 company(s), that the Certificate(s) of insurance and policies shall so
 6 covenant and shall be construed as primary insurance, and the COUNTY'S
 7 insurance and/or deductibles and/or self-insured retention's or self-insured
 8 programs shall not be construed as contributory.

9 **6.4.5** The COUNTY'S Reserved Rights –Insurance. If, during the term of this
 10 Agreement or any extension thereof, there is a material change in the
 11 scope of services; or, there is a material change in the equipment to be
 12 used in the performance of the scope of work (such as the use of aircraft or
 13 watercraft) the COUNTY reserves the right to adjust the type of insurance
 14 required herein, if; in the COUNTY Risk Manager's reasonable judgment
 15 the amount or type of insurance carried by the CONTRACTOR has
 16 become inadequate

17 **6.4.6** CONTRACTOR shall pass down the insurance obligations contained
 18 herein to all tiers of subcontractors working under this Agreement.

19 **6.4.7** The insurance requirements contained in this Agreement may be met with
 20 a program(s) of self-insurance acceptable to the COUNTY.

21
 22 **7. LICENSE.**

23 **7.1** CONTRACTOR shall, through the term of this Agreement, maintain all licenses
 24 necessary for the provision of the services hereunder and required by the laws and
 25 regulations of the United States, the State of California, County of Riverside, and
 26 all other governmental agencies. CONTRACTOR shall notify COUNTY
 27 immediately, in writing, of inability to obtain or maintain such license. Said
 28 inability shall be cause for termination of this Agreement.

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7.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and other CONTRACTOR'S performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and other CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

7.3 A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to COUNTY.

8. **RECORDS AND DOCUMENTS.**

8.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement.

9. **OSHA REGULATIONS**

9.1 CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

1 **10. CONFIDENTIALITY**

2 **10.1** CONTRACTOR shall not use for personal gain or make other improper use of
3 privileged or confidential information which is acquired in connection with this
4 Agreement. The term "privileged or confidential information" includes but is not
5 limited to: unpublished or sensitive technological or scientific information;
6 medical, personnel, or security records; anticipated material requirements or
7 pricing/purchasing actions; COUNTY information or data which is not subject to
8 public disclosure; COUNTY operational procedures; and knowledge of selection of
9 contractors, subcontractors or suppliers in advance of official announcement.

10 **10.2** CONTRACTOR shall protect from unauthorized disclosure names and other
11 identifying information concerning persons receiving services pursuant to this
12 Agreement, except for general statistical information not identifying any person.
13 CONTRACTOR shall not use such information for any purpose other than carrying
14 out the CONTRACTOR'S obligations under this Agreement. The CONTRACTOR
15 shall promptly transmit to the COUNTY all third party requests for disclosure of
16 such information. The CONTRACTOR shall not disclose, except as otherwise
17 specifically permitted by this Agreement or authorized in advance in writing by the
18 COUNTY, any such information to anyone other than the COUNTY. For purposes
19 of this paragraph, identity shall include, but not be limited to name, identifying
20 number, symbol, or other identifying particular assigned to the individual, such as
21 finger or voice print or a photograph.

22
23
24 **10.3 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

25 **(HIPAA)** - The Contractor in this Agreement is subject to all relevant requirements
26 contained in the Health Insurance Portability and Accountability Act of 1996
27 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and
28 regulations promulgated subsequent thereto. The Contractor hereto agrees to

1 cooperate in accordance with the terms and intent of this Agreement for
2 implementation of relevant law(s) and/or regulation(s) promulgated under this Law.
3 The Contractor further agrees that it shall be in compliance, and shall remain in
4 compliance with the requirements of HIPAA, and the laws and regulations
5 promulgated subsequent hereto, as may be amended from time to time.
6

7 **11. CONDUCT OF CONTRACTOR.**

8 **11.1** CONTRACTOR covenants that it presently has no interest, including, but not
9 limited to, other projects or contracts, and shall not acquire any such interest, direct
10 or indirect, which would conflict in any manner or degree with CONTRACTOR'S
11 performance under this Agreement. CONTRACTOR agrees to inform the
12 COUNTY of all the CONTRACTOR'S interests, if any, which are or may be
13 perceived as incompatible with the COUNTY'S interest

14 **11.2** CONTRACTOR shall not, under circumstances which could be interpreted as an
15 attempt to influence the recipient in the conduct of his duties, accept any gratuity or
16 special favor from individuals or firms with whom the CONTRACTOR is doing
17 business or proposing to do business, in accomplishing the work under this
18 Agreement.

19 **11.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
20 entertainment directly or indirectly to COUNTY employees.
21

22 **12. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE**

23 **12.1** All performances (which includes services, workmanship, materials, supplies and
24 equipment furnished or utilized in the performance of this Agreement) shall be
25 subject to inspection and test by the COUNTY or other regulatory agencies at all
26 times. CONTRACTOR shall provide adequate cooperation to any inspector or
27 other COUNTY representative to permit him/her to determine the
28 CONTRACTOR'S conformity with the terms of this Agreement. If any services

1 performed or products provided by CONTRACTOR are not in conformance with
2 the terms of this Agreement, the COUNTY shall have the right to require the
3 CONTRACTOR to perform the services or provide the products in conformance
4 with the terms of the Agreement at no additional cost to the COUNTY. When
5 the services to be performed or the products to be provided are of such nature that
6 the difference cannot be corrected, the COUNTY shall have the right to 1) require
7 the CONTRACTOR immediately to take all necessary steps to ensure future
8 performance in conformity with the terms of the Agreement; and/or 2) reduce the
9 Agreement price to reflect the reduced value of the services performed or
10 products provided. COUNTY may also terminate this Agreement for default and
11 charge to CONTRACTOR any costs incurred by the COUNTY because of the
12 CONTRACTOR'S failure to perform.

13 **12.2** CONTRACTOR shall establish adequate procedures for self-monitoring and
14 quality control and assurance to ensure proper performance under this Agreement;
15 and shall permit a COUNTY representative or other regulatory official to monitor,
16 assess or evaluate CONTRACTOR'S performance under this Agreement at any
17 time upon reasonable notice to CONTRACTOR.

18
19 **13. DISPUTES**

20 **13.1** The parties shall attempt to resolve any disputes amicably the working level. If
21 that is not successful, the dispute shall be referred to the senior management of the
22 parties. Any dispute relating to this Agreement which is not resolved by the
23 parties shall be decided by the COUNTY'S Purchasing Department's Compliance
24 Contract Officer shall be the final and conclusive unless determined by a court of
25 competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly
26 erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed
27 diligently with the performance of this Agreement pending the resolution of a
28 dispute.

1 **13.2** Prior to the filing of any legal action related to this Agreement, the parties shall be
2 obligated to attend a mediation session in Riverside County before a neutral third
3 party mediator. A second mediation session shall be required if the first session is
4 not successful. The parties shall share the cost of the mediations.
5

6 **14. TERMINATION.**

7 **14.1** COUNTY may terminate this Agreement without cause upon 30 days written
8 notice served upon the CONTRACTOR stating the extent and effective date of
9 termination.

10 **14.2** COUNTY may, upon five (5) days written notice, terminate this agreement for
11 CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the
12 terms of this Agreement or fails to make progress so as to endanger performance
13 and does not immediately cure such failure. In the event of such termination, the
14 COUNTY may proceed with the work in any manner deemed proper by
15 COUNTY.

16 **14.3** After receipt of the notice of termination, CONTRACTOR shall:

17 **14.3.1** Stop all work under this Agreement on the date specified in the notice of
18 termination;

19 **14.3.2** Transfer to COUNTY and deliver in the manner as directed by
20 COUNTY any materials, reports or other products which, if the
21 Agreement had been completed or continued, would have been required
22 to be furnished to COUNTY.

23 **14.4** After termination, COUNTY shall make payment for CONTRACTOR'S
24 performed up to the date of termination in accordance with this Agreement and at
25 the rates set forth in Exhibit B, Payment Provision.

26 **14.5** CONTRACTOR'S rights under this Agreement shall terminate (except for fees
27 accrued prior to the date of termination) upon dishonesty or a willful or material
28 breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR'S
unwillingness or inability for any reasons whatsoever to perform the terms of this

1 Agreement. In such event, CONTRACTOR shall not be entitled to any further
2 compensation under this Agreement.

3 **14.6** The rights and remedies of COUNTY provided in this section shall not be
4 exclusive and are in addition to any other rights and remedies provided by law or
5 under this Agreement.

6 **15. FORCE MAJEURE**

7 **15.1** Neither Party shall be liable nor deemed to be in default for any delay or failure
8 in performance under this Agreement or other interruption of service or
9 employment deemed resulting, directly or indirectly, from acts of God.

10 **16. NONDISCRIMINATION AND ELIGIBILITY**

11 **16.1** CONTRACTOR shall not discriminate in the provision of services, allocation of
12 benefits, accommodation in facilities, or employment of personnel, on the basis of
13 ethnic group identification, race, color, creed, ancestry, religion, national origin,
14 physical handicap, medical condition, or sex in the performance of this
15 Agreement; and, to the extent they shall be found to be applicable hereto, shall
16 comply with the provisions of California Fair Employment and Housing Act
17 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),
18 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all
19 other applicable laws or regulations.

20 **17. CONFLICT OF INTEREST**

21 **17.1** CONTRACTOR and CONTRACTOR'S employees shall have no interest, and
22 shall not acquire any interest, direct or indirect, which will conflict in any manner
23 or degree with the performance of services required under this Agreement.
24

25 **18. ALTERATION**

26 **18.1** No alteration or variation of the terms of this Agreement shall be valid unless
27 made in writing and signed by the parties hereto, and no oral understanding or
28

1 agreement not incorporated herein, shall be binding on any of the parties hereto.

2 **18.2** Only the County Board of Supervisors or the County Purchasing Agent may
3 authorize any alteration or revision of this Agreement. The parties expressly
4 recognize that COUNTY personnel are without authorization to either change or
5 waive any requirements of this Agreement.

6 **18.3** This Agreement including any attachments or exhibits, constitutes the entire
7 Agreement of the parties with respect to its subject matter and supersedes all prior
8 and contemporaneous representations, proposals, discussions and communications,
9 whether oral or in writing. This Agreement may be changed or modified only by a
10 written amendment signed by authorized representatives of both parties.

11
12 **19. ASSIGNMENT/SUBCONTRACTORS**

13 **19.1** CONTRACTOR may not delegate or assign any interest in this Agreement,
14 whether by operation of law or otherwise, without the prior written consent of
15 COUNTY. Any attempt to delegate or assign any interest herein shall be deemed
16 void and of no force or effect.

17 **19.2** No contract shall be made by the CONTRACTOR with any other party for
18 furnishing any of the work or service under this Agreement without the prior
19 written approval of the COUNTY; but this provision shall not require the approval
20 of contracts of employment between the CONTRACTOR and personnel assigned
21 under this Agreement, or for parties named in the proposal and agreed to under
22 this Agreement.

23
24 **20. ADMINISTRATION.** The COUNTY Purchasing Agent, or designee, shall administer
25 this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the
26 liaison with CONTRACTOR in connection with this Agreement.
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1 **21. WAIVER.**

2 Any waiver by COUNTY of any breach of any one or more of the terms of this
3 Agreement shall not be construed to be a waiver of any subsequent or other breach of the
4 same or of any other term thereof. Failure on the part of the COUNTY to require exact,
5 full and complete compliance with any terms of this Agreement shall not be construed as
6 in any manner changing the terms hereof or stopping COUNTY from enforcement
7 hereof.

8
9 **22. JURISDICTION/VENUE**

10 This Agreement shall be governed by, and construed in accordance with, the laws of the
11 State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of
12 the courts of the State of California for all purposes regarding this Agreement and further
13 agrees and consents that venue of any action brought hereunder shall be exclusively in
14 the County of Riverside, California.

15
16 **23. SEVERABILITY**

17 **23.1** If any provision in this Agreement is held by a court of competent jurisdiction to
18 be invalid, void or unenforceable, the remaining provisions will nevertheless
19 continue in full force without being impaired or invalidated in any way.
20

21 **24. CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings
22 used in this Agreement are for convenience only and are not a part of this Agreement and
23 shall not be used in construing this Agreement.
24

25 **25. NOTICES.** All correspondence and notices required or contemplated by this
26 Agreement shall be delivered to the respective parties at the addresses set forth below and
27
28

1 are deemed submitted one day after their deposit in the United States mail, postage
2 prepaid:

3 **COUNTY:**

4 Community Health Agency
5 Procurement
6 4065 County Circle Drive
7 Riverside, CA 92503

3 **COPY TO:**

4 Community Health Agency
5 Public Health Emergency Preparedness & Response
6 4065 County Circle Drive
7 Riverside, CA 92503

7 **CONTRACTOR:**

8 Riverside County Child Care Consortium
9 2010 Iowa Avenue
10 Riverside, CA 92507-7406

11 or to such other address(es) as the parties may hereafter designate.

12 // // // // //

EXHIBIT A
SCOPE OF WORK

1. BACKGROUND:

In November 2009, the County of Riverside through its Community Health Agency, Department of Public Health hereinafter referred to as (“COUNTY”), activated its Department Operations Center (DOC) to coordinate activities in response to the H1N1 pandemic. During the response phase, COUNTY scheduled vaccine clinics for childcare providers. Not all childcare providers opted to participate and schedule COUNTY-operated clinics. The H1N1 outbreak has highlighted the need to evaluate the barriers and facilitators to partnering with COUNTY to conduct and operate H1N1 vaccination clinics in school settings. The evaluation of the influenza pandemic will afford the opportunity to examine alternatives for response to future public health emergencies.

For this evaluation COUNTY will partner with the Riverside County Office of Education hereinafter referred to as (“CONTRACTOR”), to assess factors that affected participation during the 2009-2010 H1N1 vaccination campaign. In particular, CONTRACTOR will assist COUNTY in surveying school providers to identify reason that they elected or declined to conduct H1N1 vaccination clinics.

The information and recommendations from this report will be used to develop strategic guidance for future pandemic influenza events and improve COUNTY’S pandemic response plans.

2. EVALUTION RESPONSIBILITIES:

2.1 COUNTY RESPONSIBILITIES:

2.1.1 Develop a survey instrument to assess 23 school districts in Riverside County as well as 42 private schools for barriers of facilitators for conducting school-based vaccination clinics.

- 1 **2.1.2** Create the survey in Survey Monkey, an online survey and questionnaire
2 tool.
- 3 **2.1.3** Obtain Point of Contact information, including e-mail and physical
4 addresses, for the 23 school districts in Riverside County as well as 42
5 private schools that were contacted during 2009-2010 vaccination
6 campaign.
- 7 **2.1.4** Develop cover letters to be used by the CONTRACTOR to inform the
8 23 school districts in Riverside County as well as 42 private schools of the
9 evaluation and solicit their participation.
- 10 **2.1.5** Track survey completion progress of the 23 school districts in Riverside
11 County as well as 42 private schools.
- 12 **2.1.6** Provide the CONTRACTOR with funds to disseminate to the 23 school
13 districts in Riverside County as well as 42 private schools. These stipends
14 are for completing the assessment survey and for hosting vaccination
15 clinics, if applicable. A breakdown for the distribution of funds by
16 CONTRACTOR is included in Attachment A.
- 17 **2.1.7** Coordinate the evaluation of the survey results and the development of an
18 evaluation report for 23 school districts in Riverside County as well as 42
19 private schools based vaccination clinics in Riverside County.

20
21 **2.2 CONTRACTOR RESPONSIBILITIES:**

- 22 **2.2.1** Review and provide feedback on the survey instrument by June 21, 2010.
- 23 **2.2.2** Inform the 23 school districts in Riverside County as well as 42
24 private schools of the evaluation and solicit their participation.
- 25 **2.2.3** Provide the 23 school districts in Riverside County as well as 42 private
26 schools with a link to the survey through Survey Monkey by June 23,
27 2010. (Survey Monkey link to be provided by COUNTY.)
28

1 **2.2.4** Coordinate with COUNTY to track survey completion progress of the
2 23 school districts in Riverside County as well as 42 private schools and
3 provide follow-up with non-respondents when necessary.

4 **2.2.5** Receive a final report by July 27, 2010.

5 **2.2.6** Disseminate stipends to the 23 school districts in Riverside County
6 as well as 42 private schools according to Attachment A. If a school
7 district does not return the survey by the date required by
8 CONTRACTOR/COUNTY, that school district forfeits
9 payment and the funds will be redistributed evenly among the
10 participating entities.

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EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as specific in Exhibit A, as follows:

1. Amount Awarded

1.1 This Agreement is in an amount not to exceed **\$292,050**.

2. Payment Request Process

2.1 COUNTY shall reimburse CONTRACTOR for services performed 30 NET working days after submission of invoice by CONTRACTOR. COUNTY is not responsible for any costs incurred above or beyond the Agreement amount.

2.2 Said reimbursement to CONTRACTOR shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CONTRACTOR. Supporting documentation will be in the form of copies of original invoices, receipts, and survey reports.

2.4 CONTRACTOR shall ensure that grant funds are only used for allowable, fair, and reasonable costs.

2.5 CONTRACTOR shall promptly return to COUNTY all funds received which exceed the approved, actual expenditures as identified in this Agreement.

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2.6 The original invoice and supporting documentation will be sent to:

Address:

Riverside County Community Health Agency
ISS Fiscal Accounts Payable
P.O. BOX 7849
Riverside, CA 92513-7849

Copy:

Riverside County Department of Public Health
Public Health Emergency Preparedness and Response Branch
Attn: Kim Saruwatari
PO Box 7600
Riverside, CA 92513-7600

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ATTACHMENT A

Table 1. Total Cumulative Itemized Breakdown

Total amount to distribute	Allocation for Survey Participation	Allocation for vaccination participation	Admin / Indirect	Total Allocation
Riverside County Office of Education (RCOE)	\$2,000	See Table 2	\$26,550	\$28,550
California School for the Deaf in Riverside (CSDR)	\$2,000	See Table 2	\$0	\$2,000
Public school districts that did not host vaccination clinics	\$6,000	\$0	\$0	\$6,000
Public school districts that hosted vaccination clinics	\$40,000	\$143,500*	\$0	\$183,500
Private schools that did host vaccination clinics	\$15,000	\$30,000	\$0	\$45,000
Private schools that did not host vaccination clinics	\$27,000	\$0	\$0	\$27,000
Total	\$92,000	\$173,500	\$26,550	\$292,050

*This amount will be allocated to participating school districts, RCOE and CSDR based on per capita student enrollment. See Table 2 for more information.

Table 2. SCHOOL DISTRICTS THAT HOSTED VACCINATION CLINICS

District	Student #	Allocation for Survey Participation	Allocation for Vaccination participation (based on per capita student enrollment)
California School Deaf in Riverside	413	\$2,000.00	\$1000.00
Alvord Unified	20,013	\$2,000.00	\$7,738.11
Banning Unified	4,832	\$2,000.00	\$1,868.31
Beaumont Unified	8,105	\$2,000.00	\$3,133.83
Coachella Valley Unified	18,256	\$2,000.00	\$7,058.76
Corona-Norco Unified	52,138	\$2,000.00	\$20,159.38
Jurupa Unified	20,448	\$2,000.00	\$7,906.30
Lake Elsinore Unified	21,756	\$2,000.00	\$8,412.05
Menifee Union Elementary	9,142	\$2,000.00	\$3,534.79
Moreno Valley Unified	36,092	\$2,000.00	\$13,955.12
Murrieta Valley Unified	21,400	\$2,000.00	\$8,274.40
Nuview Union Elementary	1,917	\$2,000.00	\$1,000.00
Palm Springs Unified	24,347	\$2,000.00	\$9,413.87
Palo Verde Unified	3,610	\$2,000.00	\$1,395.82
Perris Elementary	5,700	\$2,000.00	\$2,203.93
Perris Union High	10,115	\$2,000.00	\$3,911.01
* Riverside Co. Office of Education	5,958	\$2,000.00	\$2,303.69
Riverside Unified	43,336	\$2,000.00	\$16,749.12
Romoland Elementary	2,755	\$2,000.00	\$1,065.23
San Jacinto Unified	9,300	\$2,000.00	\$3,595.88
Temecula Valley Unified	29,492	\$2,000.00	\$11,403.21
Val Verde Unified	19,183	\$2,000.00	\$7,417.19
Participating School District Totals	368,308	\$44,000.00	\$143,500.00

Table 3. SCHOOL DISTRICTS THAT DID NOT HOST VACCINATION CLINICS

District	Allocation for Survey Participation	Allocation for vaccination participation
Hemet Unified	\$2,000	\$0.00
Desert Center Unified	\$2,000	\$0.00
Desert Sands Unified	\$2,000	\$0.00
Non-participating school district totals	\$6,000	\$0.00

Table 4. PRIVATE SCHOOLS THAT HOSTED VACCINATION CLINICS

School Name	Allocation for Survey Participation	Allocation for vaccination participation
Child Help School of Village West	\$1,000	\$2,000
Cornerstone Community Church (clinic open to entire congregation)	\$1,000	\$2,000
Hill Crest Academy	\$1,000	\$2,000
La Sierra Academy	\$1,000	\$2,000
Notre Dame High School	\$1,000	\$2,000
Oak Grove Institute - Jack Weaver School	\$1,000	\$2,000
Our Lady of Perpetual Help School-Indio	\$1,000	\$2,000
Our Lady of Perpetual Help School-Riv.	\$1,000	\$2,000
St. Catherine of Alexandria School	\$1,000	\$2,000
St. Hyacinth Academy	\$1,000	\$2,000
St. Theresa School	\$1,000	\$2,000
Temecula Montessori Academy	\$1,000	\$2,000
Universal Health Services	\$1,000	\$2,000
Van Avery Prep	\$1,000	\$2,000
Xavier College Preparatory	\$1,000	\$2,000
Participating private school totals	\$15,000	\$30,000

TABLE 5. PRIVATE SCHOOLS THAT DID NOT HOST VACCINATION CLINICS

School Name	Allocation for Survey Participation
Baptist Christian School	\$1,000
Calvary Chapel Christian School	\$1,000
Calvary Christian School	\$1,000
Chammakilwish Pechanga School	\$1,000
Desert Chapel Christian	\$1,000
Grace Baptist School	\$1,000
T.L.C. for Kids Preschool (11585 S. Ontario)	\$1,000
T.L.C. for Kids Preschool (1180 W. 6th St.)	\$1,000
Riverside Christian Day School	\$1,000
Riverside Christian School	\$1,000
St. Christopher Preschool	\$1,000
St. Edwards School	\$1,000
Hawarden Hills Academy	\$1,000
Linfield Christian School	\$1,000
Woodcrest Christian School	\$1,000
St. James Catholic School	\$1,000
Olive Tree Christian	\$1,000
Desert Adventist Academy	\$1,000
Faith Baptist Academy	\$1,000
Harvest Christian School	\$1,000
Hemet Montessori Academy	\$1,000
Mesa Grande Academy	\$1,000
Promise Preschool	\$1,000
Somerset Education Services	\$1,000
St. Francies de Sales Elementary School	\$1,000
St. Thomas Apostle	\$1,000
Las Palmas Learning Center	\$1,000
Non-participating private school totals	\$27,000

TABLE 6. RIVERSIDE COUNTY OFFICE OF EDUCATION ADMINISTRATIVE / INDIRECT STIPEND

Total Stipends	10% Administrative Fee
\$265,500	\$26,550