

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

240



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
9/1/10

SUBJECT: Agreement #UO6139 with Richard Heath and Associates, Inc. for California Lifeline Telephone Program

RECOMMENDED MOTION: That the Board of Supervisors ratify and

- 1) Authorize the Chairman of the Board to sign the attached Agreement #UO6139 between Richard Heath and Associates, Inc. (RHA) and Community Action Partnership of Riverside County (CAP Riverside) for the term August 6, 2010 through July 15, 2011 not to exceed \$15,750.
- 2) Instruct the Auditor Controller to adjust the budget as identified in the attached Schedule A.
- 3) Authorize the Purchasing Agent to sign any ministerial amendments not to exceed the Board authorized amount; and
- 4) Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement.

Continued – 3 pages total

Lois J. Carson
Lois J. Carson, CCAP, Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 15,750	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	Yes
	Annual Net County Cost:	\$	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% Richard Heath & Associates, Inc.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

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.: 1/5/10 (#3.9)

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.15

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *Samuel Wong* 9/16/10
SAMUEL WONG, Auditor

FORM APPROVED COUNTY COUNSEL
DATE: 9-15-10
BY: *Marshall Victor*
MARSHALL VICTOR

FROM: Community Action Partnership of Riverside County

DATE: 9/1/10

SUBJECT: Agreement #UO6139 with Richard Heath and Associates, Inc.
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 #UO6139 establishes Program Year 2010-2011.

Therefore, the Executive Director of CAP Riverside requests that the Board approve the California Lifeline Telephone Program Agreement #UO6139 with Richard Heath and Associates, covering the term August 6, 2010 through July 15, 2011, not to exceed \$15,750.

FINANCIAL IMPACT: No County General Funds will be required.

CONCUR/EXECUTE: Purchasing, Auditor Controller

LJC:MYJ:KA;jb

FROM: Community Action Partnership of Riverside County
SUBJECT: Agreement #UO6139 with Richard Heath and Associates, Inc.
for the California Lifeline Telephone Program

DATE: 9/1/10

PAGE: 3 of 3

SCHEDULE A
Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2010/2011

INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-527780	Special Program Expense	\$15,750
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INCREASE IN ESTIMATED REVENUE:

CAARC-21050-5200200000-781360	Other Misc. Revenue	\$15,750
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Community Action Partnership of Riverside County
Contract #: UO6139

CALIFORNIA LIFELINE TELEPHONE PROGRAM RHA AND OUTREACH PARTNER AGREEMENT

This Agreement is entered into as of August 6, 2010, 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 August 6, 2010 and shall perform program services to the satisfaction of RHA no later than July 15, 2011.

1. Outreach Partner shall, in a satisfactory, proper and timely manner, perform the services described below:
 - o Provide a qualified Education to consumers as defined by RHA on California LifeLine Telephone Program to include:
 - Program elements, including description, plans and rates
 - Application 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
 - o Ensure that individual staff have received update training from RHA before performing Education to consumers. Signature sheets submitted by untrained staff will be automatically disallowed.
 - o Attend pre-approved CPUC sponsored community events to provide LifeLine awareness and outreach
 - o Ensure performance in the following ways:
 - Submit a CBO Application and Projection Worksheet prior to contract distribution
 - Submit the Preliminary Monthly Activity Summary Invoice Form (refer to Attachment 1) with Education Signature Sheet (Attachment 2) as backup for completed educations, monthly as specified in Addendum I.



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- Ensure all outreach staff performing educations have signed a Signature Guidelines Acknowledgement Form (Attachment 3).
 - Under penalty of perjury, ensure authenticity of signatures on all forms listed above as required by the CPUC.
 - 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:
- Training to Outreach Partner staff
 - Materials for Educating consumers
 - Collateral as ordered by Outreach Partner
 - Quality Assurance through periodic site visits and telephone updates
 - Technical and program support on an as-needed basis
 - Monthly status report showing progress of Outreach Partner's year to date program activity.
4. Outreach Partners will be compensated for above described services as follows:

Educations:

Outreach Partner will be reimbursed under this contract for each consumer they education 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. Review and final approval of acceptable signatures is at the sole discretion of RHA.

Please refer to Signature Guidelines Acknowledgement Form (Attachment 3)

- All consumers must sign their own name
- The CBO representative may NOT sign for the consumer under any circumstances
- Family members/friends are not allowed to sign for each other.
- Entries that do not meet this criterion will be disallowed for payment
- Entries must be in person. Phone educations will NOT be reimbursed.
- Educations may not be claimed for CPUC sponsored events.

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.

CPUC Sponsored Events

CPUC Outreach Partner will be reimbursed under this contract for each pre-approved CPUC Sponsored event attended in the form of a stipend amount of \$175.00 per staff member (up to two staff members may be approved) per day. Events sponsored by the CPUC will not be reimbursed for educations.

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 Addendum 1. 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 [://www.ols.dgs.ca.gov/Standard+Language](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.

Julie Weigand, Senior Program Manager
Richard Heath and Associates, Inc.
590 W. Locust Avenue, Suite 103
Fresno, CA 93650

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.



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- 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.
- 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
_____ David Wear, Chief Financial Officer	_____ Marion Ashley, Chairman Board of Supervisors
_____ Date	_____ Date
590 West Locust Avenue, Suite 103 Fresno, CA 93650 Phone: (559) 447-7000	4080 Lemon St. Riverside, CA 92501 Phone:(951) 955-1000

FORM APPROVED COUNTY COUNSEL

BY: MS Victor 8/19/10
 MARSHAL VICTOR DATE



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Community Action Partnership of Riverside County
Contract #: UO6139

ATTACHMENT 1: PRELIMINARY MONTHLY ACTIVITY SUMMARY INVOICE

No. 1 -
Do Not Use Copies of this Form

California LifeLine Telephone Program
Preliminary Monthly Activity Summary Invoice

Organization Name: _____

Outreach Worker/Contact Person: _____ Phone (____) _____

Signature: _____ Submit Date: _____

Total Number of Pages _____

WORKSHOP EDUCATION SUMMARY & ONE-ON-ONE EDUCATION SUMMARY

Total # of Signatures _____ Total # Pages _____

Total # of Signatures _____ @ \$5.25 Total Payment \$ _____

RHA, Inc. will provide you with a detailed final Summary with the breakdown by language, type of training and signatures for you to sign and return. Disallowed signatures and incorrect signature counts could result in a different Total Payment amount than you originally submitted. You must sign and return the final Summary in order to receive payment.

Mail to: RHA, Inc., Attention: LifeLine Accounting
590 W. Locust, Suite 103
Fresno, CA 93650

All invoicing related 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

Date Received:
 Signatures Verified for Payment

Date: _____ Print Name: _____ Signature: _____

White - RHA Copy
Yellow - LifeLine Partner Copy
2/10



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ATTACHMENT 2: EDUCATION SIGNATURE SHEET

California LifeLine Telephone Program Signature Sheet

L-XXXX

Do Not Use Copies of this Form

Conducted By (Staff Name) _____

Organization/Agency Name _____

(_____) _____
 Phone Number

Under penalty of perjury I certify that the signatures below have been signed by the clients and not organization staff.

(Staff Signature, please sign above) _____

By signing below, I certify that I have been educated about California LifeLine Telephone Program:
Al firmar abajo, yo certifico que he sido educado sobre el Programa de California LifeLine:

	Date / Fecha:	Signature / Firma
1	/ /	X
2	/ /	X
3	/ /	X
4	/ /	X
5	/ /	X
6	/ /	X
7	/ /	X
8	/ /	X
9	/ /	X
10	/ /	X
11	/ /	X
12	/ /	X
13	/ /	X
14	/ /	X
15	/ /	X

SAMPLE

Number of Signatures on this page: _____

Submitted w/ Summary Invoice Number: _____



All original documents must be kept on location and retained for 3 years.
 White- RHA copy Yellow- LifeLine Partner Copy

7/10



ATTACHMENT 3: SIGNATURE GUIDELINES ACKNOWLEDMENT



Signature Guidelines Acknowledgement

1. All consumers must sign their own name.
 - The CBO representative may NOT sign for the consumer under any circumstances. (Initial)
 - Family members/friends are not allowed to sign for each other. (Initial)
 - Entries that do not meet this criterion will be disallowed for payment. (Initial)
2. Consumers may sign in their Native language.
 - If a consumer cannot sign their name in English, it is acceptable for them to sign in their native language. (Initial)
3. Acknowledgments by persons unable to sign their signature.
 - Any person who is otherwise competent but is physically unable to sign his or her signature may sign using an "X" mark. If an X mark is used the CBO representative must include a "witnessed by (name of outreach worker)" on the signature line. (Initial)

Example: Signature "X" (witnessed by John Doe) (Initial)

 - An "X" should only be used in instances where the consumer cannot sign. (Initial)
4. Educations must be in person. Phone educations will NOT be reimbursed. (Initial)
5. Educations will not be reimbursed at CPUC sponsored events. (Initial)
6. Certification on Signature Sheet needs to be signed by "one" outreach worker.
 - Use one signature line per outreach worker. (Initial)
 - Entire Signature Sheet needs to be filled out. (Conducted by, Organization Name Phone number, Staff Signature) or they will be returned for correction. (Initial)
7. I have received update training. (Initial)

By signing this Acknowledgement, you agree that you have read and understand the California LifeLine Telephone Program signature requirements and guidelines as outlined above. LifeLine Educations may not begin until a Signature Guidelines Acknowledgement has been signed.

Date: _____
 CBO Name: _____
 CBO Representative (Print Name): _____
 Signature: _____
 RHA OS Signature: _____

7/20/10



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 2010-2011 Payment Schedule

Activity/Goal	Units	Rate	Payment Not to Exceed
Educations verified by signatures	3,000	\$5.25	\$15,750.00
CPUC Sponsored Event Stipend	Per person (up to two staff members may be approved), per day	\$175.00	Not Applicable

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 Preliminary Monthly Activity Summary Invoice (Attachment 1) with backup Education Signature Sheet(s) (Attachment 2 provided as documentation should be delivered by mail, 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.