

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

919



**SUBMITTAL DATE:**

October 27, 2015

**FROM:** Department of Public Health

**SUBJECT:** Ratify the Agreement #16-050 between Partners in Care Foundation and the County of Riverside Department of Public Health. Districts: All [\$6,500 – Partners in Care Foundation Funds].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Agreement #16-050 between the Partners in Care Foundation and County of Riverside Department of Public Health, Public Health Nursing, in the amount of \$6,500 for the period of November 1, 2015 through October 31, 2017;
2. Authorize the Chairperson to sign two (2) copies of said Agreement on behalf of the County; and
3. Approve and Direct the Auditor-Controller to adjust the budget as specified in Schedule A.

*Susan D. Harrington*

Susan D. Harrington, Director  
Department of Public Health

HP:rc

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,500	\$ 4,000	\$ 6,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100 percent funded by Partners in Care Foundation.				Budget Adjustment: Yes	
				For Fiscal Year: 15/16-17/18	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

*Christopher M. Hans*  
Christopher M. Hans

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
DATE 11/2/15  
BY: GREGORY P. PRIAMOS  
FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
DATE 11/17/15  
BY: Susana Garcia-Bocanegra  
Departmental Concurrence

☐ A-30  
☒ 4/5 Vote  
☐ Positions Added  
☐ Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-34

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
Ratify the Agreement #16-050 between Partners in Care Foundation and the County of Riverside  
Department of Public Health. Districts: All [\$6,500 – Partners in Care Foundation Funds].

**DATE:** October 27, 2015

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**BACKGROUND:**

**Summary**

Partners in Care Foundation is a non-profit that assists health care providers and community-based organizations to create, implement and evaluate new ways of delivering care. The Foundation serves as a catalyst to help shape a new vision of care by partnering with organizations, families and community leaders.

Partners in Care Foundation collaborates with innovative health care and social service organizations and funders to develop projects and models of care that achieve high impact in changing the way services are delivered. Through research and demonstration projects and technical assistance, the organization helps to improve the delivery of home and community-based services to meet the needs of the chronically ill.

Partners in Care Foundation has requested Riverside County Department of Public Health to conduct the Healthier Living Program (HELP) workshops. Utilizing the evidence-based Stanford Chronic Disease Self-Management model, this community-based program assists people with chronic illness to increase awareness, knowledge, and self-management of their chronic disease process. The model consists of six weekly workshops held for two and a half hours and has been found to significantly reduce the number of hospitalizations and improve quality of life. Led by experienced, trained public health nurses, the workshops will take place in community settings like churches and senior centers.

**Impact on Citizens and Businesses**

Empowering seniors to self-manage their own chronic disease resulting in decreased emergency room visits and increase visits to their primary care providers.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

All workshops performed shall be compensated by Partners in Care Foundation as described below:

Year	Amount
2015/2016	\$2,500
2016/2017	\$4,000
<b>Total</b>	<b>\$6,500</b>

**ATTACHMENTS:**

**Budget Adjustment**

Budget Adjustment for FY 15/16 is required as specified in Schedule A, attached.

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

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**SCHEDULE A**

**Fiscal Year 2015/16**

**July 1, 2015 - June 30, 2016**

**INCREASE IN APPROPRIATIONS:**

10000-4200100000-510040	Regular Salaries	\$	1,234
10000-4200100000-518100	Budgeted Benefits	\$	551
10000-4200100000-524500	Administrative Support-Direct	\$	715
	Total Increase in Appropriation	\$	2,500

**INCREASE IN ESTIMATED REVENUE:**

10000-4200100000-774580	Fee-Other Health	\$	2,500
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**Consultant Services Agreement  
Between  
CONSULTANT  
and  
PARTNERS in Care Foundation**

This agreement hereinafter referred to as ("Agreement") is hereby made between the Partners in Care Foundation hereinafter referred to as ("**PARTNERS**") and **Riverside County Department of Public Health**, hereinafter referred to as ("**CONSULTANT**") as set forth below to the following terms, conditions, and provisions:

**1. Identity of PARTNERS in Care Foundation**

PARTNERS in Care Foundation  
732 Mott St. Suite 150  
San Fernando, CA 91340  
(818) 837-3775; Fax (818) 837-7288 (Finance)

**2. Identity of Consultant:**

Name: Riverside County Department of Public Health  
Address: Health Administration Building  
4065 County Circle Drive, Riverside, CA 92503  
Telephone #: (951) 358-5000 Fax #: \_\_\_\_\_  
E-mail: \_\_\_\_\_ S.S. #: \_\_\_\_\_

**3. Terms and Termination**

**3.1 Term:** This agreement shall commence on **date of execution** and shall automatically renew for another one (1) year term, unless either party provides notice to the other of its intent to terminate this agreement **not less than** ten business (10) days **before the end** of the then current term. Each one year term shall hereafter be referred to as the consulting term ("Consulting Term").

**3.2 Notice of Termination:** Either party may terminate this Agreement, with or without cause, with a minimum of 10 business days' prior notification.

**3.3 Early Termination:** Notwithstanding any other provisions in this Agreement, this Agreement may be terminated immediately in the event that the Agreement threatens the licensure, accreditation or certification of either party, or there is a change in law that seriously threatens either party's licensure, certification or accreditation.

- 4. Work To Be Performed.** The **CONSULTANT** shall perform the services outlined in **Exhibit A**, attached hereto and made a part hereof, hereafter referred to as ("Services").
- 5. Work In Progress:** **PARTNERS** reserves the right for cause, to modify with **CONSULTANT'S** approval, reject, cancel or stop any and all plans, schedules or work in progress, which it has



approved. In such event, **CONSULTANT** shall immediately take steps to carry out the instructions of **PARTNERS** and **PARTNERS** agrees to reimburse Consultant for the reasonable costs of special materials furnished or in preparation, provided all have been previously approved by **PARTNERS**. Both agree to work together to responsibly transition open projects to **PARTNERS** satisfaction.

6. **Location of Services.** Services shall be provided at the locations outlined in **Exhibit B**, attached hereto and made a part hereof.

7. **Compensation, Billing, Terms and Procedures:**

7.1 **CONSULTANT** will be compensated as outlined in **Exhibit C**, attached hereto and made a part hereof.

- a) Invoices for services provided must be received twenty (20) days following the month after each workshop is completed.

7.2 The **CONSULTANT** shall email invoices to **PARTNERS** finance office with reimbursement due within thirty (30) days of invoicing. The invoice shall include receipts, or related backup for cost of materials, if applicable.

7.3 **PARTNERS** shall reimburse **CONSULTANT**, in accordance to **PARTNERS** policies for reasonable out-of-pocket expenses incurred by **CONSULTANT** when prior authorized by **PARTNERS**.

7.4 The compensation set forth in Exhibit C shall constitute the sole compensation to **CONSULTANT**.

8. **Ownership of Materials** **CONSULTANT** agrees that at any time, upon **PARTNERS** request, and in any event upon termination of this agreement, **CONSULTANT** shall deliver to **PARTNERS** all materials, documentation and other products entrusted to **CONSULTANT** as **PARTNERS** property. In addition, **PARTNERS** shall have ownership of all work prepared through this contract by **CONSULTANT** to the extent that **PARTNERS** accepted and paid for the work. **CONSULTANT** retains rights to independent work prior to and outside of this contract.

9. **Proprietary Information, Non-Solicitation and Non-Compete**

9.1 **CONSULTANT** recognizes that any and all information supplied to **CONSULTANT** by **PARTNERS** whether oral or written, and other data reflecting plans for, or results of, sales, advertising, product development, research activities or future plans as well as any information learned by **CONSULTANT** in working for **PARTNERS**, will be confidential and proprietary and solely for the use of **CONSULTANT'S** Services on behalf of **PARTNERS**. **CONSULTANT** shall not at any time provide to anyone or use such confidential and proprietary information, whether written or oral, without the express consent of **PARTNERS** Chief Executive Officer. Proprietary information includes the use of **PARTNERS** name and logo.



**9.2** The obligations of paragraphs 8 and 9 shall survive the termination of this Agreement and remain in full force and effect for a period of five (5) years from the date of termination.

**9.3** *CONSULTANT* agrees not to accept any employment or independent contracting arrangement during the Consulting Term that would interfere or conflict with her/his provision of the consulting Services. During the Consulting Term, *CONSULTANT* also agrees that, unless express written approval is granted by the Chief Executive Officer of **PARTNERS**, she/he will not (i) directly or indirectly solicit or encourage in any manner the resignation or reaffiliation of any employee, contractor, or provider that is employed by, affiliated or associated with **PARTNERS**; (ii) directly or indirectly solicit or divert customers, patients, or business of **PARTNERS**; or (iii) attempt to influence, directly or indirectly, any person or entity to cease, reduce, alter or rearrange any business relationship with **PARTNERS**. *CONSULTANT* agrees that any violation of the provisions of this paragraph will constitute a material breach of this Agreement, and without limiting any of its other remedies, at **PARTNERS'** election the Consulting Term will thereupon cease, payments and other benefits provided during the Consulting Term will terminate.

**10. Insurance.** *CONSULTANT* shall be responsible, at *CONSULTANT's* sole expense, for maintaining a policy of insurance to cover any negligent acts or omissions committed by *CONSULTANT* or *CONSULTANT's* employees or agents, and for maintaining workers' compensation insurance for any employees or agents of *CONSULTANT*.

**11. Federal, State, and Local Payroll Taxes.** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by **PARTNERS** on behalf of the *CONSULTANT*. The *CONSULTANT* shall not be treated as an employee with respect to the Services performed hereunder for federal or state tax purposes.

**12. Fringe Benefits.** Because the consultant is engaged in the *CONSULTANT'S* own independent business, the *CONSULTANT* is not eligible for, and shall not participate in any employee pension, health, or other fringe benefit plan of **PARTNERS**.

**13. Notice to Consultant Regarding Tax Duties and Liabilities.** The *CONSULTANT* understands that the *CONSULTANT* is responsible to pay, according to law, the *CONSULTANT'S* income taxes. The *CONSULTANT* further understands that the *CONSULTANT* may be liable for self-employment (Social Security) tax, to be paid by the *CONSULTANT* according to law. **PARTNERS** will file a 1099 form for this contract.

**14. PARTNERS Not Responsible for Workers' Compensation.** No Workers Compensation Insurance shall be obtained by **PARTNERS** concerning the *CONSULTANT*. The *CONSULTANT* shall comply with the workers compensation law concerning the *CONSULTANT*. *CONSULTANT* is expected to carry adequate health insurance and liability coverage, as appropriate.

**15. No Authority to Bind the CONSULTANT.** **PARTNERS** has no authority to discourage or inhibit the *CONSULTANT'S* right to enter into any other professional Services, contract, or agreements as the *CONSULTANT* sees fit. Any potential conflicts of interest shall be disclosed by both parties to assure those apparent or actual conflicts of interest do not arise.



**16. Amendments.** This agreement may be supplemented, amended or revised only in writing by agreement of the parties hereto.

**17. Warranties.**

- (a) **CONSULTANT** agrees, represents and warrants that the Services to be performed will be performed in accordance with industry standards. Upon written notice of a breach of this Agreement, **CONSULTANT** shall bring any such substandard or defective Services into compliance with Exhibit A, at no additional cost to **PARTNERS**.
- (b) Each party warrants that it is validly organized, and financially and legally capable of fulfilling all requirements of this Agreement.

**18. Indemnification.**

**18.1** Each party agrees to indemnify, defend, and hold harmless the other party and its , its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any claim, liability or loss, including reasonable attorneys' fees arising out of or resulting from the acts or omissions of the indemnifying party or any of its Indemnitees in connection with this Agreement, excepting only loss, injury or damage caused by the sole negligence of willful misconduct of the non-indemnifying party's Indemnitees. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

**18.2** Where photographs, copyrighted material, art work or rights belonging to third parties are acquired by **CONSULTANT** for use in performing Services for **PARTNERS**, **CONSULTANT** shall obtain proper releases, licenses, permits or other authorizations for such materials acquired and will indemnify, defend and hold **PARTNERS** harmless from all claims, demands, actions, causes of action, costs, losses or liability arising from use of the materials. License/authorization for the use of these materials will be registered in **PARTNERS** name to ensure survival of the rights of use beyond this contract.

- 19. Waiver.** The failure of either party hereto to insist in any one or more instances upon strict compliance with the performance of this Agreement, or to take advantage of any respective rights hereunder, shall not be construed to be a waiver of such provisions or the relinquishments of such rights in other instances, but the same shall continue and remain in full force and effect.
- 20. Assignment.** This Agreement may not be assigned or in any other manner transferred without the prior written consent of either party except that **PARTNERS** may transfer this Agreement upon the sale of its assets or as a part of a corporate reorganization.
- 21. Governing Laws.** This Agreement shall be construed and governed in accordance with the laws of the State of California.



- 22. Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or the inability to enforce the remainder of the Agreement.
- 23. Notices.** All notices required to be given hereunder shall be given in writing and shall be personally delivered or deemed delivered if dispatched by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties as set forth opposite their respective names below:
- CONSULTANT:** Riverside County Department of Public Health  
Procurement and Logistics  
4065 County Circle Drive, Riverside, CA 92503
- PARTNERS:** PARTNERS  
732 Mott Street, Ste. 150  
San Fernando, CA 91340 (Attn: Contracting)
- If personally delivered, such notice shall be effective upon receipt. If sent by U.S. Mail, such notice shall be effective on the date stamped on the envelope by the US postmaster; such notice shall be effective upon dispatch in accordance with the foregoing.
- 24. Attorneys' Fees.** In the event of any suit under this Agreement, there shall be allowed to the prevailing party, recovery of all reasonable attorneys' fees and other costs as deemed appropriate by the court.
- 25. Captions.** The titles or headings of the paragraphs of this Agreement are not a part hereof and shall have no effect upon the construction or interpretation of any of the terms or provisions contained herein.
- 26. Amendments.** No change, amendment or modification of this Agreement shall be valid unless the same is in writing and signed by **CONSULTANT** and an authorized representative of **PARTNERS**.
- 27. Entire Agreement.** This agreement constitutes the entire understanding between the parties. All previous representations or undertakings, whether oral or in writing, are superseded by this Agreement.



Exhibit A  
Scope of Work

**The CONSULTANT shall provide the Services outlined below:**

Two staff to lead the Stanford Chronic Disease Self-Management Program, Diabetes Self-Management Program, Tomando Control de su Salud or Programa de Manejo Personal de la Diabetes, as requested by Partners in Care staff.

Each workshop includes 6, 2 ½ hour sessions to be led by the 2 staff people.

Exhibit B  
Location of Services

**The Services described in Exhibit A shall be performed at the following locations:**

As agreed upon locations by Partners and CONSULTANT within San Bernardino and Riverside Counties.

Exhibit C  
Compensation for Services

**The Services performed by *CONSULTANT*, as outlined in Exhibit A, shall be compensated as follows:**

- \$500 per workshop
- Plus mileage at the current Internal Revenue Service standard mileage rate.
- Partners shall provide materials (or reimbursement for the cost of materials, if supplied by the CONSULTANT) required to provide the workshops including:
  - Books
  - CDs
  - Charts, etc.



**IN WITNESS WHEREOF**, the parties have duly executed this agreement effective on the date and year first set forth above.

***Partners in Care Foundation***

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(Signature/Name/ Title)

Date

***Marion Ashley, Chairman of the Board of Supervisors***

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Signature/Name/Title)

Date

FORM APPROVED COUNTY COUNSEL.  
BY: NEAL R. KIPNIS DATE 6/16/15