

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

213



**FROM:** Community Action Partnership of Riverside County

**SUBMITTAL DATE:**  
December 1, 2011

**SUBJECT:** Agreement #LL06248 with Richard Heath and Associates, Inc. for California Lifeline Program

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

- 1) Approve and authorize the Chairman of the Board to sign the attached Agreement #LL06248 between Richard Heath and Associates, Inc. (RHA) and Community Action Partnership of Riverside County (CAP Riverside) for the term November 10, 2011 through August 18, 2012 not to exceed \$26,250
- 2) Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A.
- 3) Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement.

Continued – 3 pages total

*[Signature]*  
\_\_\_\_\_  
Maria Y. Juarez, CCAP, Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 26,250	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	Yes
	Annual Net County Cost:	\$	For Fiscal Year:	11/12

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

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

APPROVED  
*[Signature]*  
Debra Cumoye  
Debra Cumoye

**County Executive Office Signature**

<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** December 13, 2011  
**xc:** CAP, E.O., Auditor(2), Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

3.2

FISCAL PROCEDURES APPROVED  
 (PAUL ANGULO, CPA, AUDITOR-CONTROLLER)  
 BY: Samuel Wong  
 DATE: 12/1/11  
 Department: Concurrences  
 SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS

**FROM:** Community Action Partnership of Riverside County

**DATE:** 12/1/11

**SUBJECT:** Agreement #LL06248 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 #LL06248 establishes Program Year 2011-2012

**FINANCIAL IMPACT:** No County General Funds will be required.

**CONCUR/EXECUTE:** Purchasing, Auditor Controller

MYJ:KS;jb

**FROM:** Community Action Partnership of Riverside County

**DATE:** 12/1/11

**SUBJECT:** Agreement #LL06248 with Richard Heath and Associates, Inc.  
for the California Lifeline Telephone Program

**PAGE:** 3 of 3

## **SCHEDULE A**

**Community Action Partnership of Riverside County  
Budget Adjustment  
Fiscal Year 2011/2012**

**INCREASE IN APPROPRIATIONS:**

CAARC-21050-5200200000-527780

Special Program Expense \$26,250

**INCREASE IN ESTIMATED REVENUE:**

CAARC-21050-5200200000-781360

Other Misc. Revenue \$26,250

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

RIVERSIDE COUNTY  
AUDITOR-CONTROL

**RHA**

11 NOV 29 PM 2:50

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November 10, 2011

Community Action Partnership of Riverside County  
Attn: Bob Buster, Chairman,  
Riverside County Board of Supervisors  
2038 Iowa, Suite B-102  
Riverside, CA 92503

Sent via Email: Gaimua@capriverside.org

Dear Bob:

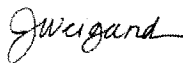
Attached is your Outreach Partner Agreement (Agreement), for the 2011-2012 California LifeLine Program Outreach Campaign. This Agreement is effective from November 10, 2011, until August 18, 2012\* (\*Note: please refer to Agreement Sections 3-4 for education and event contract end dates). Please note that Section 20 of the Agreement needs to be reviewed and initialed. We are looking forward to working with your organization on this year's new campaign to inform and education households on the California LifeLine Program.

Upon review and approval of the Agreement please:

1. Print **two** copies of the signature page 8 and initial Section 20 and sign both originals.
2. Print one copy and sign the attached W9.
3. Mail two signed Agreement (page 8 only) and the completed W9 to:  
RHA, Inc.  
David Wear, CFO  
590 W. Locust, Suite 103  
Fresno, CA 93650

A fully-executed original signature page (8) of the Agreement will be returned to you for your records. Again, thank you for your participation in the California LifeLine Program Outreach Campaign.

Sincerely,



Julie Weigand  
Senior Program Manager

JW/kk

Enclosures

cc: Senior Outreach Specialist  
Project Accountant  
File

offices

ALAMEDA

CHICO

LOS ANGELES

SAN DIEGO

corporate office

FRESNO



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Community Action Partnership of Riverside County  
Contract #: LL06248

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

This Agreement is entered into as of **November 10, 2011**, 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 Program Outreach Campaign, hereinafter referred to as "California LifeLine Program".

The California Public Utilities Commission (CPUC) has contracted with RHA to manage the California LifeLine Program 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 Program, Agreement Number 11PS5899, 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 no earlier than **November 10, 2011** and shall perform program services to the satisfaction of RHA no later than **August 18, 2012**.

**Section 1 – Summary of Deliverables (Scope of Work)**

1. Staff Training - Ensure that individual staff have received training from RHA before performing Education to consumers.
2. Perform Educations - Provide a qualified Education to consumers as defined by RHA on California LifeLine Program.
3. Represent California LifeLine Program at CPUC Sponsored Events - Attend pre-approved CPUC sponsored community events to provide California LifeLine Program awareness and outreach.
4. Fulfill Outreach Activity Obligations – described in Section 5.

**Section 2 – Staff Training**

Ensure that individual staff members have received training from RHA before performing Education to consumers.  
**Signature sheets submitted by untrained staff will be automatically disallowed.**

**Section 3 – Perform California LifeLine Educations**

- Provide a qualified Education to consumers as defined by RHA on California LifeLine Program to include:*
- o Program elements, including description, plans and rates
  - o Application process, including prequalification requirements
  - o Renewal requirements
  - o Eligibility criteria and methods of qualification
  - o Next steps - Refer consumers to the carrier of their choice or to the California LifeLine Call Center for general information
  - o Obtain a signature from each consumer receiving an education



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Community Action Partnership of Riverside County

Contract #: LL06248

Outreach Partner will be reimbursed under this contract for each consumer they educate on the California LifeLine Program and obtain a signature. **Outreach Partner will be paid \$5.25 per qualified education verified by a signature.** Educations can be one-on-one to individuals or to groups in workshops. Workshops may be dedicated to California LifeLine outreach or in conjunction with other public service programs and family resource assistance programs.

Outreach Partner shall, in a satisfactory, proper and timely manner:

1. Submit the Monthly Activity Invoice Form (refer to Attachment 1) with Signature Sheet (Attachment 2) as documentation for completed educations, monthly as specified in Addendum I. **(Final Monthly Invoices must be signed and returned by the 25<sup>th</sup> of each month to receive payment on the 10<sup>th</sup> of the following month.)**
2. Ensure all outreach staff performing educations have signed a Signature Guidelines Acknowledgement Form (Attachment 3).
3. Under penalty of perjury, ensure authenticity of signatures on all forms listed above as required by the CPUC.
4. Educations will be completed in the designated counties as listed in **Addendum I**.

**Review and final approval of acceptable signatures is at the sole discretion of RHA.**

RHA agrees to provide the Outreach Partner with Signature Sheets (Attachment 2) in the amount of up to 150% of their assigned goal. It is at the sole discretion of RHA to provide the Outreach Partner additional replacement sheets, and will be providing such at the rate of **40¢ per sheet**.

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.

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.

RHA may, from time to time, request changes to Addendum 1. Such changes include any increase or decrease in the amount of units assigned / allocated, and counties assigned 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.

RHA may request, at its determination, a mid-year review with the Outreach Partner for analysis of progress towards goal completion, in order to provide any necessary assistance or guidance, and to revise any goals previously established.

**The effective cutoff date for educating and collecting signatures for this contract term is July 1, 2012.**

Educations performed after this deadline will be automatically disallowed by RHA. All educations and signature sheets must be submitted to RHA by **July 7, 2012**. Final payments for educations will be mailed out on August 10, 2012.

All Outreach Partners will be familiar with and follow the guidelines set forth in the **Signature Guidelines Acknowledgement Form (Attachment 3)**

- o All consumers must sign their own name
  - o The CBO representative may NOT sign for the consumer under any circumstances
  - o Family members/friends are not allowed to sign for each other.



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- Entries that do not meet this criterion will be disallowed for payment
- Consumers may sign in their Native language.
- Acknowledgements by persons unable to sign their signature may sign using an X.
- Entries must be in person. Phone educations will NOT be reimbursed.
- Educations will not be reimbursed at CPUC sponsored events.
- Certification on Signature Sheet needs to be signed by "one" outreach worker,
- Submit form when all signature lines have been used.
- All educations and outreach must be conducted in the counties listed in Addendum I.
- Representative signing has received training / update training.

#### **Section 4 – Represent the California LifeLine Program at CPUC Sponsored Events**

Attend pre-approved CPUC sponsored community events to provide California LifeLine Program awareness and outreach

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.

RHA, Inc. is responsible for registering for CPUC Sponsored Events. In the event the Outreach Partner incurs the registration costs associated with a CPUC Sponsored Event the following documents are required for registration fee reimbursement. If documents are missing RHA reserves the right to disallow reimbursement.

1. A completed registration form (all fields required)
2. One page description of the event (i.e. event brochure, letter, poster, print out of the web page, etc.)
3. Written confirmation from the coordinating organization of registration fee amount. Must include dollar amount and the date received (i.e. email registration, confirmation or registration receipt).
4. If no official registration form is available, the event may be eligible however; documents 2 and 3 listed above must be submitted

**Outreach Partners may represent the California LifeLine Program at CPUC Events until August 18, 2012.** Events performed after this deadline will be automatically disallowed by RHA. All event stipend reimbursement forms must be submitted to RHA **within thirty (30) days of the event date. It will be at RHA's sole discretion to pay event stipends not submitted within thirty (30) days of the event date.**

#### **Section 5 – Fulfill Outreach Partner Activity Obligations**

Outreach Partner shall, in a satisfactory, proper and timely manner, perform the services described below:

1. Submit a CBO Application and Projection Worksheet prior to contract distribution
2. Maintain collateral levels necessary to provide California LifeLine Program brochures to all interested consumers

#### **Section 6 – RHA, Inc's Obligations to Outreach Partner**

*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



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- Technical and program support on an as-needed basis
- Monthly status report showing progress of Outreach Partner's year to date program activity.

### **Section 7 – Additional Outreach Partner Agreement Clauses**

1. 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.
2. 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 thirty (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 thirty (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.
3. 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.
4. 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.
5. 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





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Contract #: LL06248

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.

6. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.
7. Outreach Partner shall comply with all applicable laws, ordinances, and codes of the state and local governments. The State of California's General Terms and Conditions, and Outreach Partner Certifications (GTC 307 and CCC 307, respectively) are made a part of this Agreement, as set forth at <http://www.ols.dgs.ca.gov/Standard+Language> . Outreach Partner acknowledges that it has read and agrees to the terms and conditions within GTC 307, and further, certifies as to those matters contained in CCC 307.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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



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Community Action Partnership of Riverside County

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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.

13. 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.
14. 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.
15. 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.
16. 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.
17. Outreach Partner agrees to show proof of insurance to RHA upon contract signing. This includes Workers' Compensation Insurance in the amount of \$1,000,000. Also, Liability Insurance: comprehensive general and automobile liability insurance with limits in a minimum amount of \$1,000,000 per occurrence for bodily injury, property damage, and general liability. The insurance requirements may be met with a program of self-insurance.
18. 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.
19. 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



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Community Action Partnership of Riverside County  
Contract #: LL06248

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

- 20. Outreach Partner acknowledges that if any paid employee or board member compensated by the organization has served on the ULTS (California LifeLine) or CTF Administrative Committee(s) they must notify RHA immediately and will be unable to participate in the California LifeLine Program Outreach Campaign as an RHA Outreach Partner. If it is not communicated to RHA of any participation, Outreach Partner understands that they will need to reimburse RHA any payments made to them. The Agreement will additionally be considered null and void. Outreach Partner understands that they may participate in the California LifeLine Program Outreach Campaign as a non-paid Network Organization. \_\_\_\_\_ (Please initial to verify acknowledgement).
- 21. This Agreement supersedes any and all agreements, either oral or written, *Please see attached* 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.
- 22. 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.
- 23. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 24. 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.

ATTEST:  
KECIA HARPER-IHEM, Clerk  
*[Signature]*  
DEPUTY

"RHA"	"Outreach Partner"
<p><b>Richard Heath and Associates, Inc.</b></p> <p><i>[Signature]</i></p> <p>_____ David Wear, Chief Financial Officer</p> <p><i>1/4/2012</i></p> <p>_____ Date</p> <p>590 West Locust Avenue, Suite 103 Fresno, CA 93650 Phone: (559) 447-7000</p>	<p><b>Community Action Partnership of Riverside County</b></p> <p><i>[Signature]</i></p> <p>_____ Bob Buster, Chairman, Riverside County Board of Supervisors</p> <p><b>DEC 13 2011</b></p> <p>_____ Date</p> <p>2038 Iowa, Suite B-102 Riverside, CA 92503 Phone: (951) 955-4900</p>

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]*  
NEAL R. KIPNIS  
DATE: \_\_\_\_\_

# RHA

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Community Action Partnership of Riverside County  
Contract #: LL06248

20. Outreach Partner acknowledges that if any paid employee or board member compensated by the organization has served on the ULTS (California LifeLine) or CTF Administrative Committee(s) they must notify RHA immediately and will be unable to participate in the California LifeLine Program Outreach Campaign as an RHA Outreach Partner. If it is not communicated to RHA of any participation, Outreach Partner understands that they will need to reimburse RHA any payments made to them. The Agreement will additionally be considered null and void. Outreach Partner understands that they may participate in the California LifeLine Program Outreach Campaign as a non-paid Network Organization. *[Signature]* (Please initial to verify acknowledgement).
21. 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.
22. 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.
23. This Agreement will be governed by and construed in accordance with the laws of the State of California.
24. 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.

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: *[Signature]*  
DEPUTY

"RHA"	"Outreach Partner"
Richard Heath and Associates, Inc.	Community Action Partnership of Riverside County
<hr/>	<i>Bob Buster</i> Bob Buster, Chairman, Riverside County Board of Supervisors
David Wear, Chief Financial Officer	<hr/>
<hr/>	<hr/>
Date	Date
590 West Locust Avenue, Suite 103 Fresno, CA 93650 Phone: (559) 447-7000	2038 Iowa, Suite B-102 Riverside, CA 92503 Phone: (951) 955-4900

FORWARDED TO COUNTY COUNSEL  
BY: *[Signature]* DATE: 12/13/11  
NEAL R. KIPNIS



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Community Action Partnership of Riverside County

Contract #: LL06248

**ATTACHMENT 1: MONTHLY ACTIVITY INVOICE**



# Outreach Partner Monthly Activity Invoice

Invoice No. 1 -

Organization Name: \_\_\_\_\_

Outreach Worker/Contact Person: \_\_\_\_\_ Phone (       ) \_\_\_\_\_

Total Number of Pages \_\_\_\_\_

Total # of Signatures

@ \$5.25

Total Payment

My organization, as identified above, conducted the educations associated with the signatures in this monthly invoice for which we seek compensation. The educations occurred in these counties:

Under penalty of perjury I certify that the information in this monthly invoice is accurate and that the signatures in this monthly invoice have been signed by the clients my organization educated, and not by organization staff.

Staff Name: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**You must sign and return the final monthly invoice by the 25<sup>th</sup> of each month to receive payment on the 10<sup>th</sup> of the following month.** All invoicing related documents must be kept on location and retained for 3 years. For assistance call the LifeLine Help Desk at 1-866-742-8587.

Fax to: **1-877-798-9982** or Email to: **lifelinehelpdesk@rhainc.com**

**RHA USE ONLY**

Date Received:

Signatures Verified for Payment

Date:

Print Name:

Signature:



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Community Action Partnership of Riverside County

Contract #: LL06248

**ATTACHMENT 2: SIGNATURE SHEET**

# California LifeLine Program Signature Sheet

L-XXXX

Do Not Use Copies of this Form

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

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

**Outreach Partner Use Only**

Organization Name: \_\_\_\_\_

Staff Name Who Conducted the Educations: \_\_\_\_\_

Above educations were performed in the County of: \_\_\_\_\_



Number of Signatures on this page: \_\_\_\_\_

Submitted w/ Summary Invoice Number: \_\_\_\_\_





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Community Action Partnership of Riverside County

Contract #: LL06248

**ATTACHMENT 3: SIGNATURE GUIDELINES ACKNOWLEDGEMENT**

## 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)

  - 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 sheet 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. **Do not submit form until all signature lines have been used.** \_\_\_\_\_ (Initial)
  
8. **I understand that all educations and outreach must be conducted in the following counties:** \_\_\_\_\_ \_\_\_\_\_ (Initial)
  
9. **I have received training / update training.** \_\_\_\_\_ (Initial)

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

Date: \_\_\_\_\_

CBO Name: \_\_\_\_\_

CBO Representative (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

RHA OS Signature: \_\_\_\_\_



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**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.

**RHA reserves the right to review each submission and all determinations of authenticity of each submitted signature will be at the sole discretion of RHA.**

**California LifeLine Program 2011-2012 Payment Schedule**

Activity/Goal	Units	Rate	Payment Not to Exceed
Educations verified by signatures	5,000	\$5.25	Total \$26,250.00
CPUC Sponsored Event Stipend	Per person (up to two staff members may be approved), per day	\$175.00	Not Applicable

Educations will be completed in the following designated counties only:

- Riverside County**

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

- Number of verifiable educations

The Monthly Activity Invoice Form (Attachment 1) with backup Signature Sheet(s) (Attachment 2) provided as documentation should be delivered by mail, fax or email to RHA by the seventh (7<sup>th</sup>) of the month. The invoicing period will include all activity performed in the prior month.

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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12/13/2011 3,2



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## ADDENDUM II

### Conflict of Interest with Federal Lifeline and Link-up Programs and/or Services

Outreach Partner acknowledges that while under Agreement with RHA for California LifeLine, they will be unable to contract (paid or unpaid) with other organizations for Federal Lifeline and Link-Up Programs and/or services that includes educations and/or enrollments. Organizations may include Non-Profit, for Profit Businesses, Carriers, and any other Telecommunication Organizations.

This is due to the conflict of interest with the program, as referenced in Section 9 of the contract. Additionally, this includes any grants or additional funding sources that may be offered for the Federal Lifeline and Link-Up Programs and/or services. This includes displaying or passing out any publications, handouts or information regarding these services.

A handwritten signature in black ink, appearing to be "M. J.", is written over the line of the instruction below.

**Please initial to verify acknowledgement and return to RHA with the Agreement.**