

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

211



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
January 28, 2014

SUBJECT: Agreement #LL2013-54 with Richard Heath and Associates, Inc. Districts 1 - 5 [\$28,875]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Agreement #LL2013-54 between Richard Heath and Associates, Inc. (RHA) and Community Action Partnership of Riverside County (CAP Riverside) for the term January 28, 2014 through August 18, 2014 not to exceed \$28,875.
2. Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A; and
3. Authorize the Executive Director of CAP Riverside to sign assurances, exhibits, and reports made under the Agreement.

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA
COUNTY AUDITOR-CONTROLLER

BY: [Signature] 1/21/14

[Signature]
Name: Maria Y. Juarez, CCAP
Title: Executive Director

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE

Purchasing: [Signature]
Mark Seiler, Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 28,875	\$ 0	\$ 28,875	\$ 0	Consent <input type="checkbox"/> Policy X
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY: [Signature]
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 4, 2014
xc: CAP, Auditor

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

Prev. Agn. Ref.: 10/16/2012 (#3.15) | District: | Agenda Number:

3-3

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement #LL2013-54 with Richard Heath and Associates, Inc. Districts 1 - 5 [\$28,875]

DATE: January 28, 2014

PAGE: Page 2 of 3

BACKGROUND:

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 #LL2013-54 establishes Program Year 2013-2014

Impact on Citizens and Businesses

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

This program would make phone service possible for low-income families, who would otherwise not be able to afford having a telephone service provider in their household.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds would be required.

Contract History and Price Reasonableness

Since 2003, RHA has made funding available to CAP Riverside for the CLTP Program.

ATTACHMENTS:

BUDGET ADJUSTMENT

The amount of \$26,250 has been budgeted through the normal budget process for fiscal year 2013/2014. See attached Schedule "A" reflecting the difference in funding.

MYJ:bn

FROM: Community Action Partnership
of Riverside County

DATE: January 28, 2014

SUBJECT: Richard Heath and Associates, Inc.
Agreement #LL2013-54

PAGE: 3 of 3

SCHEDULE A
Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2013/2014

INCREASE IN EST. REVENUE:

CAARC-21050-5200200000-781480	Program Revenue	\$ 2,625
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-527780	Special Program Expense	\$ 2,625
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CLERK'S COPY

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



Community Action Partnership of Riverside County
LL2013-54

CALIFORNIA LIFELINE PROGRAM RHA AND OUTREACH PARTNER AGREEMENT

This Agreement is entered into as of **December 18, 2013** 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 **December 18, 2013** and shall perform program services to the satisfaction of RHA no later than **August 18, 2014**.

Section 1 – Summary of Deliverables (Scope of Work)

1. Staff Training - Ensure that individual staff has 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 and / or printed name from each consumer receiving an education



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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 and / or a printed name.** 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:

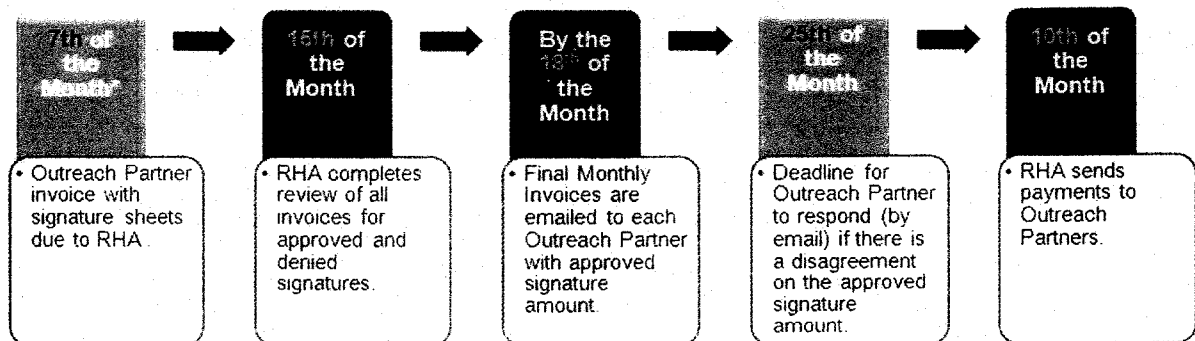
1. **Submit the Activity Invoice Form** (refer to Attachment 1) with **Signature Sheet** (Attachment 2) as documentation for completed educations, as specified in Addendum I **by the 7th of each month.**

Submit invoices and signatures monthly, bi-weekly or weekly if outlined and requested by RHA and Outreach team representatives.

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 or printed names on all forms listed above as required by the CPUC.
4. Educations will be completed in the designated counties as listed in **Addendum I.**
5. **RHA will send the Outreach Partner Activity Notification by the 18th of each month with the final number of signatures approved for payment. Upon receipt of the Outreach Partner Activity Notification from RHA, the Outreach Partner shall review the information and amounts detailed on this document. If your organization does not agree with the amount of payment to be issued, a representative from your organization must file a response (via email) by the 25th of each month.**

If Outreach Partner does not respond by the 25th of each month, the dollar amount outlined on the Outreach Partner Activity Notification will be issued to your organization on the 10th of the following month.

If no response is received and RHA issues payment the matter is considered closed and no recourse is allowed.





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(The above mentioned timeframe is a guideline only and does not guarantee that checks will be received by the 10th of each month.)

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**. Please note that the forms mentioned above are subject to change without notice.

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 at any time, request changes to Addendum 1. Any increase in the amount of units assigned / allocated, and counties assigned and mutually agreed upon by RHA and the Outreach Partner, shall be incorporated by amendment to this Agreement. **Decreases in award amounts which may be warranted by activity levels falling below agreed upon goals will not require an amendment to this Agreement, but will be communicated through a notice of adjustment.**

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 August 7, 2014. Educations performed after this deadline will be automatically disallowed by RHA. All educations and signature sheets must be submitted to RHA by **August 7, 2014**. Final payments for educations will be mailed out on September 10, 2014.

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

- All consumers must sign their own name
 - The CBO (Community Based Organization) 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
- **Consumers must print or sign their first and last name legibly or clearly. Consumers should be instructed to print or sign in a manner that will produce the most legible / clear writing. Names that cannot be clearly deciphered should include a printed name by the consumer in order to ensure the Outreach Partner receives payment for the education. If writing cannot be clearly deciphered it will be disallowed. Review and final approval of acceptable signatures is at the sole discretion of RHA.**
- Consumers may sign in their Native language.
- Acknowledgements by persons unable to sign their signature may sign using an X.



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- 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 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 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, 2014. 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'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
- Technical and program support on an as-needed basis
- Monthly status report showing progress of Outreach Partner's year to date program activity.



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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 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



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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 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.



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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. The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.
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.

Contract Administration
Richard Heath and Associates, Inc.
590 W. Locust Avenue, Suite 103
Fresno, CA 93650
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



Community Action Partnership of Riverside County
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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, 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.
- 25. **This Agreement must be signed and returned within thirty (30) days of issuance or it becomes void. RHA in its discretion may grant an extension if request is made to lifelinecommunications@rhainc.com within the thirty (30) day period.** Any requests made after the thirty (30) day deadline will not be considered.
- 26. **Outreach Partner agrees and acknowledges that work under this Agreement cannot commence and RHA will not compensate any work completed until executed Agreement is returned by Outreach Partner.**

"RHA"
Richard Heath and Associates, Inc.

"Outreach Partner"
Community Action Partnership of Riverside County

Raymond E. Cosey Jr., Chief Financial Officer

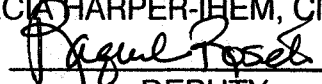

JEFF STONE
CHAIRMAN, BOARD OF SUPERVISORS

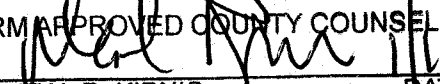
Date _____

Date FEB 4 2014 ATTEST: _____

590 West Locust Avenue, Suite 103
Fresno, CA 93650
Phone: (559) 447-7000

2038 Iowa, Suite B-102
Riverside, California 92507
Phone: (951) 955-4900

KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE



Community Action Partnership of Riverside County
LL2013-54

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. Determinations of authenticity of each submitted signature will be at the sole discretion of RHA.

California LifeLine Program 2013-2014 Payment Schedule

Activity/Goal	Units	Rate	Payment Not to Exceed
Educations verified by signatures	5,500	\$5.25	\$28,875.00
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:

- 1. Riverside County - 5,500 units**

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 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 (7th) of the month. The invoicing period will include all activity performed in the prior month.



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ADDENDUM II

Conflict of Interest with Federal Lifeline Wireless, California Telecommunications Access Program 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 Wireless, Link-Up Programs, California Telecommunications Access Program 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 Wireless and Link-Up Programs and/ or services. This includes displaying or passing out any publications, handouts or information regarding these services.

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



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ATTACHMENT 1: ACTIVITY INVOICE

CALIFORNIA
Lifeline
PROGRAM

Outreach Partner 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 invoice for which we seek compensation. The education occurred in these counties:

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

Staff Name: _____

Staff Signature: _____ Date: _____

If invoicing related documents must be kept on location and retained for 3 years. For assistance contact the Lifeline Help Desk: 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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ATTACHMENT 2: SIGNATURE SHEET



Signature Requirements Acknowledgement

- 1. All consumers must sign their own name.
 - The Outreach Partner representative may NOT sign for the consumer under any circumstances. (initial)
 - Family members/friends are not allowed to sign for each other.
 - Entries that do not meet these criteria will be disallowed for payment.
- 2. Consumers must print or sign their first and last name where it can legibly /clearly be read.
 - Consumers should be instructed to print or sign in a manner that will produce the most legible/clear writing. Names that cannot be clearly deciphered should include a printed name by the consumer in order to ensure the Outreach Partner receives payment for the education. If writing cannot be clearly deciphered it will be disallowed. Review and final approval of acceptable signatures is at the sole discretion of RHA. (initial)
- 3. 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)
- 4. 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 CBP representative must include a "witness" by (name of outreach partner representative) on the signature line. (initial)
 - An "X" should only be used in instances where the consumer cannot sign.
- 5. Educations must be in person. Phone educations will not be reimbursed. (initial)
- 6. Educations will not be reimbursed at CPUC approved even. (initial)
- 7. Certification on Signature Sheet needs to be signed by "one" outreach partner representative
 - Use one signature sheet per outreach worker. (initial)
 - Entire Signature Sheet needs to be signed out. (Organization Name, Conducted by, County) or they will be returned for correction. (initial)
- 8. Do not submit form until all 15 signature lines are filled in used. (initial)
- 9. I understand that all activities and outreach must be conducted in the following counties:

List Counties (ies) _____ (initial)
- 10. I have received training / will be receiving training. (initial)
- 11. I understand that this program is not permitted to promote the Federal Lifeline Program. (initial)

Outreach Partner

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 Requirements Acknowledgement has been signed.

Outreach Partner Representative (Print Name)	Signature
Specify Languages that can be used to perform outreach activities	
County	Organization Name
RHA Outreach Specialist Signature	Date

04-13



Community Action Partnership of Riverside County
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ATTACHMENT 3: SIGNATURE GUIDELINES ACKNOWLEDGEMENT

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: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
2	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
3	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
4	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
5	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
6	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
7	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
8	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
9	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
10	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
11	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
12	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
13	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
14	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
15	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X

Outreach Partner Use Only

Organization Name: _____

Staff Name Who Conducted The Educations: _____

Above Educations Were Performed In The County Of: _____



LifeLine Helpdesk Fax: 1-877-798-9982
 LifeLine Helpdesk Email: lifelinehelpdesk@rhainc.com

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

9.2013

Agenda Items Donna Shaw

~~June 18, 2013~~
February 4, 2014

Agn No.	CEO No.	Dept.	Subject	Recommendation
	211	CAP	Agreement #LL2013-54 with Richard Heath and Associates, Inc.	

Dept Heads Mtg

skills soft program (to enhance learning cap.)
→ growth prof dev

1st 6 mos

mars-pilot

→ can access top desk iPhone

Thrive - return again 3 mos

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: FEB 4TH, **Agenda #** 3.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

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



Community Action Partnership of Riverside County
LL2013-54

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

This Agreement is entered into as of **December 18, 2013** 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 **December 18, 2013** and shall perform program services to the satisfaction of RHA no later than **August 18, 2014**.

Section 1 – Summary of Deliverables (Scope of Work)

1. Staff Training - Ensure that individual staff has 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 and / or printed name from each consumer receiving an education



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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 and / or a printed name.** 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:

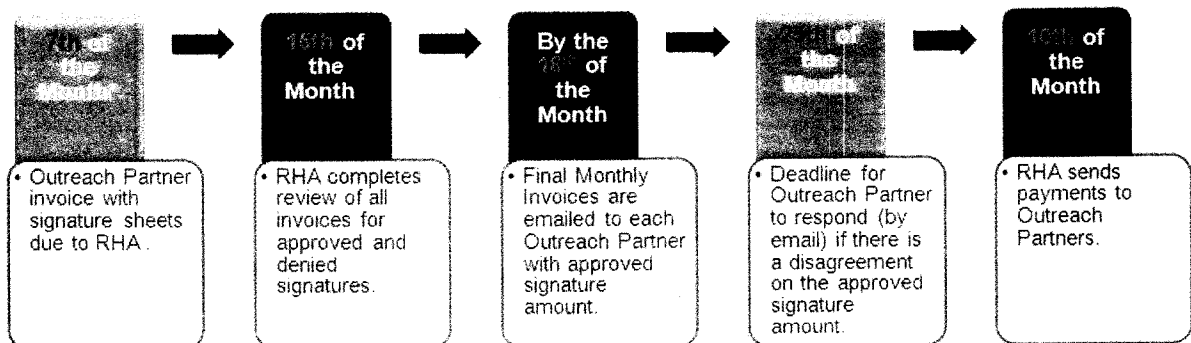
1. **Submit the Activity Invoice Form** (refer to Attachment 1) with **Signature Sheet** (Attachment 2) as documentation for completed educations, as specified in Addendum I **by the 7th of each month.**

Submit invoices and signatures monthly, bi-weekly or weekly if outlined and requested by RHA and Outreach team representatives.

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 or printed names on all forms listed above as required by the CPUC.
4. Educations will be completed in the designated counties as listed in **Addendum I.**
5. **RHA will send the Outreach Partner Activity Notification by the 18th of each month with the final number of signatures approved for payment. Upon receipt of the Outreach Partner Activity Notification from RHA, the Outreach Partner shall review the information and amounts detailed on this document. If your organization does not agree with the amount of payment to be issued, a representative from your organization must file a response (via email) by the 25th of each month.**

If Outreach Partner does not respond by the 25th of each month, the dollar amount outlined on the Outreach Partner Activity Notification will be issued to your organization on the 10th of the following month.

If no response is received and RHA issues payment the matter is considered closed and no recourse is allowed.





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(The above mentioned timeframe is a guideline only and does not guarantee that checks will be received by the 10th of each month.)

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**. Please note that the forms mentioned above are subject to change without notice.

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 at any time, request changes to Addendum 1. Any increase in the amount of units assigned / allocated, and counties assigned and mutually agreed upon by RHA and the Outreach Partner, shall be incorporated by amendment to this Agreement. **Decreases in award amounts which may be warranted by activity levels falling below agreed upon goals will not require an amendment to this Agreement, but will be communicated through a notice of adjustment.**

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 August 7, 2014. Educations performed after this deadline will be automatically disallowed by RHA. All educations and signature sheets must be submitted to RHA by **August 7, 2014**. Final payments for educations will be mailed out on September 10, 2014.

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

- All consumers must sign their own name
 - The CBO (Community Based Organization) 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
- **Consumers must print or sign their first and last name legibly or clearly. Consumers should be instructed to print or sign in a manner that will produce the most legible / clear writing. Names that cannot be clearly deciphered should include a printed name by the consumer in order to ensure the Outreach Partner receives payment for the education. If writing cannot be clearly deciphered it will be disallowed. Review and final approval of acceptable signatures is at the sole discretion of RHA.**
- Consumers may sign in their Native language.
- Acknowledgements by persons unable to sign their signature may sign using an X.



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- 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 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 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, 2014. 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'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
- Technical and program support on an as-needed basis
- Monthly status report showing progress of Outreach Partner's year to date program activity.



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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 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

A handwritten signature in black ink, appearing to be "M. J. [unclear]", is written over the page number 6.



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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 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.

A handwritten signature in black ink, appearing to be "J. J. [unclear]", is written over the page number 7.



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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. The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.
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.

Contract Administration
Richard Heath and Associates, Inc.
590 W. Locust Avenue, Suite 103
Fresno, CA 93650

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



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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.
- 25. *[Signature]* **This Agreement must be signed and returned within thirty (30) days of issuance or it becomes void. RHA in its discretion may grant an extension if request is made to lifelinecommunications@rhainc.com within the thirty (30) day period. Any requests made after the thirty (30) day deadline will not be considered.**

26. *[Signature]* **Outreach Partner agrees and acknowledges that work under this Agreement cannot commence and RHA will not compensate any work completed until executed Agreement is returned by Outreach Partner.**

"RHA"

Richard Heath and Associates, Inc.

[Signature]
Raymond E. Cosey Jr., Chief Financial Officer

Date 02.12.14

590 West Locust Avenue, Suite 103
Fresno, CA 93650
Phone: (559) 447-7000

"Outreach Partner"

Community Action Partnership of Riverside County

[Signature]
JEFF STONE
CHAIRMAN, BOARD OF SUPERVISORS

Date FEB 4 2014

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

2038 Iowa, Suite B-102
Riverside, California 92507
Phone: (951) 955-4900

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



Community Action Partnership of Riverside County
LL2013-54

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. Determinations of authenticity of each submitted signature will be at the sole discretion of RHA.

California LifeLine Program 2013-2014 Payment Schedule

Activity/Goal	Units	Rate	Payment Not to Exceed
Educations verified by signatures	5,500	\$5.25	\$28,875.00
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:

- 1. Riverside County - 5,500 units**

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 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 (7th) of the month. The invoicing period will include all activity performed in the prior month.

10



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ADDENDUM II

Conflict of Interest with Federal Lifeline Wireless, California Telecommunications Access Program 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 Wireless, Link-Up Programs, California Telecommunications Access Program 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 Wireless 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 "MJ", is written over the text "Please initial".

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

A handwritten signature in black ink, appearing to be "MJ", is written in the bottom right corner of the page.



Community Action Partnership of Riverside County
LL2013-54

ATTACHMENT 1: ACTIVITY INVOICE

	Outreach Partner Activity Invoice	INVOICE NO. -
Organization Name: _____		
Outreach Worker/Contact Person: _____ Phone (____) _____		
Total Number of Pages: _____		
.....		
Total # of Signatures	<input type="text"/>	@ \$5.25 Total Payment
		<input type="text"/>
<p>My organization, as identified above, conducted the educations associated with the signatures in this invoice for which we seek compensation. The education occurred in these counties:</p>		
<input type="text"/>		
<p>Under penalty of perjury I certify that the information provided in this invoice is accurate and that the signatures included with this invoice have been signed by the clients of the organization educated, and not by organization staff.</p>		
Staff Name: _____		
Staff Signature: _____		Date: _____
<p>All invoicing related documents must be kept on location and retained for 3 years. For assistance contact the Lifeline Help Desk at 1-866-742-8587.</p>		
Fax to: 1-877-998-9982 or Email to: lifelinehelpdesk@rhainc.com		
.....		
RHA USE ONLY		
Date Received:		
<input type="checkbox"/> Signatures Verified for Payment		
Date:	Print Name:	Signature:



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ATTACHMENT 2: SIGNATURE SHEET



Signature Requirements Acknowledgement

1. All consumers must sign their own name.
 - The Outreach Partner 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 these criteria will be disallowed for payment.
2. Consumers must print or sign their first and last name where it can legibly /clearly be read.
 - Consumers should be instructed to print or sign in a manner that will produce the most legible/clear writing. Names that cannot be clearly deciphered should include a printed name by the consumer in order to ensure the Outreach Partner receives payment for the education. If writing cannot be clearly deciphered it will be disallowed. Review and final approval of acceptable signatures is at the sole discretion of RHA.
3. 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.
4. 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 Outreach Partner representative must include a "witness by (name of outreach partner representative)" on the signature line.
 - An "X" should only be used in instances where the consumer cannot sign.
5. Educations must be in person. Phone educations will not be reimbursed.
6. Educations will not be reimbursed at CPUC or funded even.
7. Certification on Signature Sheet needs to be signed by one outreach partner representative
 - Use one signature sheet per outreach worker.
 - Entire Signature Sheet needs to be signed out. (Organization Name, Conducted by, County) or they will be returned for correction.
8. Do not submit form until all 15 signature lines are filled in and used.
9. I understand that all educations and outreach must be conducted in the following counties:

List Counties (ies)
10. I have received training / understand training.
11. I understand that this program is not permitted to promote the Federal Lifeline Program.

Outreach Partner
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 Requirements Acknowledgement has been signed.

Outreach Partner Representative (Print Name)	Signature
Specify Languages that can be used to perform outreach activities	
County	Organization Name
RHA Outreach Specialist Signature	Date

049.08



Community Action Partnership of Riverside County
LL2013-54

ATTACHMENT 3: SIGNATURE GUIDELINES ACKNOWLEDGEMENT

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: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
2	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
3	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
4	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
5	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
6	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
7	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
8	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
9	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
10	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
11	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
12	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
13	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
14	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X
15	Date / Fecha: / /	Print or Sign First and Last Name (Legible / Clear) <u>Escribí</u> o Firme Su Primer Nombre y Apellido (Escribí Claramente) X

Outreach Partner Use Only

Organization Name: _____

Staff Name Who Conducted The Educations: _____

Above Educations Were Performed In The County Of: _____



LifeLine Helpdesk Fax: 1-877-798-9982
LifeLine Helpdesk Email: lifelinehelpdesk@rhainc.com

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

9.2013

Agenda Items Donna Shaw

~~June 18, 2013~~
February 4, 2014

Agn No.	CEO No.	Dept.	Subject	Recommendation
	211	CAP	Agreement #LL2013-54 with Richard Heath and Associates, Inc.	

Dept Heads Mtg

skills soft program (to enhance learning cap.)
→ growth prof dev

1st 6 mos

mgrs-pilot

can access
desk top
iPhone

Thrive - return again 3 mos

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: FEB 4TH, **Agenda #** 3.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____