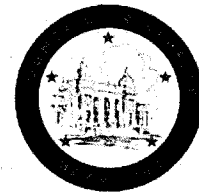


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.43
(ID # 9642)

MEETING DATE:

Tuesday, July 23, 2019

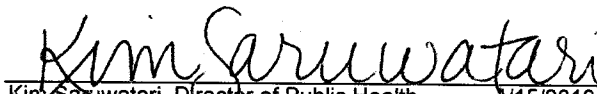
FROM: RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve the Agreement between the California WIC Association and the Riverside County Department of Public Health for the Grow Our Own Lactation Consultant Course, All Districts. [\$32,000 – 100% California WIC Association]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agreement between the California WIC Association and Riverside County Department of Public Health (Agreement) for the Grow Our Own Lactation Consultant Course for the performance period of July 1, 2019 through June 30, 2020 in the amount of \$32,000;
2. Authorize the Chairman of the Board to execute the Agreement on behalf of the County of Riverside; and
3. Authorize the Director of Public Health, or designee, to take all steps necessary to implement the Agreement including, but not limited to, signing all certifications, assurances, reports, or other related documents required for the Agreement, subject to County Counsel approval.

ACTION:Policy

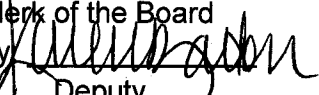

Kim Saruwatari, Director of Public Health 4/15/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 23, 2019
xc: RUHS-Public Health

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$32,000	\$0	\$32,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% California WIC Association			Budget Adjustment:	No
			For Fiscal Year:	2019/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California WIC Association is providing funding to Riverside County Department of Public Health, Nutrition and Health Promotion Branch, for the registration fees of registrants for the Lactation Consultant Course in the Grow Our Own Program to educate breastfeeding consultants for certification. The Grow Our Own Lactation Consultant Program provides course instruction which consists of a 105-hour college level course intended to assist WIC staff, health professionals and breastfeeding mothers to become International Board Certified Lactation Consultants (IBCLC), Certified Lactation Specialists, or Lactation Consultants. The course consists of bi-weekly lectures, homework assignments, quizzes, research presentations, event projects, special guest lectures, clinical hours and exams. Each discipline listed on the IBCLC Exam Blueprint is thoroughly covered by classes and assignments. The course prepares candidates to sit for the IBCLC exam once all clinical hours and competencies have been achieved.

Impact on Residents and Businesses

The Grow Our Own Lactation Consultant Program will result in an increase of certified lactation specialists and lactation consultants. As more lactation specialists and consultants are certified, more families will receive education on and assistance with breastfeeding.

SUPPLEMENTAL:

Additional Fiscal Information

The California WIC Association has awarded the County of Riverside funding in the amount of \$32,000 for the Grow Our Own Lactation Consultant Training Course. California WIC Association will register course participants and reimburse the County of Riverside the amount of \$1,600 per registrant.

ATTACHMENTS:

CWA Agreement

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


Brianna Lantajo, Management Analyst 7/15/2019

AGREEMENT

for

GROW OUR OWN LACTATION CONSULTANT COURSES

between

CALIFORNIA WIC ASSOCIATION

and

COUNTY OF RIVERSIDE

JUL 23 2019 3.43

This Agreement is between California WIC Association, a California nonprofit corporation (herein referred to as "CWA"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Riverside University Health System - Public Health (herein referred to as "CONTRACTOR"). The parties hereto agree as follows:

1. **CONTRACTOR OBLIGATIONS** - CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF SERVICE, consisting of one (1) page, attached hereto and by this reference incorporated herein.
2. **TERM** - The term of this Agreement shall be from July 1, 2019 through June 30, 2020 unless terminated as specified in sections 4, AVAILABILITY OF FUNDING, or section 6, TERMINATION.
3. **COMPENSATION**- In consideration of services provided by CONTRACTOR, CWA shall pay and CONTRACTOR shall receive compensation, as set forth in Exhibit B, PAYMENT PROVISIONS. CONTRACTOR shall be paid in accordance with an invoice submitted to CWA via email by CONTRACTOR and CWA shall pay the invoice within thirty (30) calendar days from the date of receipt of the invoice.
4. **AVAILABILITY OF FUNDING** - It is mutually agreed and understood that the obligation of the CWA is limited by and contingent upon the availability of the CWA funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, CWA shall immediately notify CONTRACTOR in writing.
5. **ALTERATION** - No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. The CONTRACTOR'S Board of Supervisors and the CONTRACTOR'S Purchasing Agent and/or his designee is the only authorized representatives who may alter this Agreement.

6. **TERMINATION** -

6.1 Either party may terminate this Agreement, without cause, upon thirty (30) working days written notice served upon the other party stating the extent and effective date of termination.

6.2 CONTRACTOR may, upon five (5) days written notice, terminate this Agreement for CWA's default, if CWA refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.

6.3 After termination, CWA shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

7. **INDEPENDENT CONTRACTOR** - The Parties to this Agreement are independent contractors. There shall be no employer-employee relationship between the parties. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of CWA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

8. **DISPUTES** -

8.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.

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

9. **RECORDS AND DOCUMENTS** - The Parties to this Agreement shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the Parties' costs related to this Agreement. All such books, documents and records shall be maintained by each Party for at least five (5) years following termination of this Agreement.

10. **NOTICES-** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

CONTRACTOR:

County of Riverside
Riverside University Health System - Public Health
Procurement and Logistics – Contracts Unit
4065 County Circle Drive
Riverside, CA 92503

CWA:

California WIC Association
3120 Freeboard Drive #101
Sacramento, CA 95691

Or to such other address(es) as the Parties may hereafter designate.

11. **FORCE MAJEURE** - In the event the Parties, mentioned hereto, are unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, neither Party will be held liable to the other for such failure to comply.

12. **HOLD HARMLESS/INDEMNIFICATION-**

- 12.1 CWA shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CWA, its officers, employees, Board of Directors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by CWA, its officers, agents, employees, Board of Directors, subcontractors, agents or representatives of this Agreement. CWA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers,

Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

12.2 With respect to any action or claim subject to indemnification herein by CWA, CWA shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CONTRACTOR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CWA's indemnification to CONTRACTOR as set forth herein. CWA's obligation to defend, indemnify and hold harmless CONTRACTOR shall be subject to CONTRACTOR having given CWA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CWA's expense, for the defense or settlement thereof. CWA's obligation hereunder shall be satisfied when CWA has provided to CONTRACTOR the appropriate form of dismissal relieving CONTRACTOR from any liability for the action or claim involved.

12.3 The specified insurance limits required in this Agreement shall in no way limit the CWA's obligations to indemnify and hold harmless CONTRACTOR herein from third party claims.

12.4 CONTRACTOR shall indemnify and hold harmless CWA, its officers, employees, Board of Directors, subcontractors, agents or representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CONTRACTOR, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by CONTRACTOR of this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of CWA's, in any such action or claim or action based upon such alleged acts or omissions.

12.5 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CWA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to CWA as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless CWA shall be subject to CWA having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR's expense, for the defense or settlement thereof. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to CWA the appropriate form of dismissal relieving CWA from any liability for the action or claim involved.

12.6 The specified insurance limits required in this Agreement shall in no way limit the CONTRACTOR's obligations to indemnify and hold harmless CWA herein from third party claims.

13. **LIABILITY INSURANCE** - The Parties to this Agreement shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

13.1 Worker's Compensation:

Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

13.2 Commercial General Liability:

Commercial General Liability Insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, and personal and advertising injury, covering claims which may arise from or out of CONTRACTOR or CWA performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.

13.3 Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then each Party shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit.

13.4 General Insurance Provisions- All lines:

13.4.1 It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Parties' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

13.4.2 Each Party hereto shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

13.2.3 The insurance requirements contained in this Agreement may be met by a program of self-insurance.

14. SEVERABILITY- 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.


15. JURISDICTION, VENUE, ATTORNEY FEES- This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Parties agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Superior Court of the State of California located in Riverside, California.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California


CALIFORNIA WIC ASSOCIATION

By: 

Kevin Jeffries, Chair
Board of Supervisors

Print Name and Title

Dated: JUL 23 2019

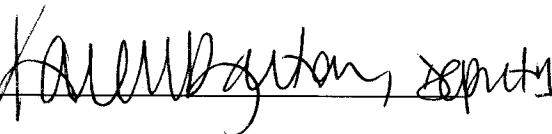
By: 

Lena Workman Administrator


Print Name and Title

Dated: 7/2/19

ATTEST: Kecia R. Harper, Clerk of the Board

By: 

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Amrit P. Dhillon, Deputy County Counsel

//////

EXHIBIT A
SCOPE OF SERVICE

County of Riverside Department of Public Health Nutrition Services through its Lactation Services (CONTRACTOR) will provide Lactation Consultant Courses to the California WIC Association in the Grow Our Own program (GOO) to educate breastfeeding consultants for certification.

CONTRACTOR's Responsibilities:

- 1.** Understands that the GOO program must follow the IBCLE Exam Blueprint Disciplines and Chronological Periods, covering 105 didactic hours fulfilling the Lactation Specific requirements of 90 hours to sit for the IBCLC exam.

- 2.** Advertise the Lactation Courses using the Lactation Consultant/IBCLC Prep Course 2019 Class flyer, attached hereto as Attachment 1.

- 3.** Provide informational webinars and meetings free a charge to interested consultants.

- 4.** Provide lactation course instruction in selected locations in Riverside, California, and will follow the Lactation Consultant/ IBCLC Prep Course Syllabus attached hereto as Attachment 2, and the Grow Our Own Lesson Plan-Riverside class schedule, attached hereto as Attachment 3.

/// /// ///

EXHIBIT B

PAYMENT PROVISIONS

CONTRACTOR shall be entitled to receive reimbursement by CWA for services provided as follows:

1. **Rate:** CWA shall reimburse the CONTRACTOR the amount of \$1,600 for each prepaid registrant.
2. **Invoice:** CONTRACTOR shall be paid in accordance with an invoice submitted to CWA via email by CONTRACTOR and CWA shall pay the invoice within thirty (30) calendar days from the date of receipt of the invoice.
3. **Form of Payment.** After the program begins, the CWA shall pay the CONTRACTOR by check. All checks shall be made to "County of Riverside".

MAXIMUM REIMBUREMENT to CONTRACTOR under the terms of this Agreement shall not exceed \$32,000.

/// /// /// ///