

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



ITEM: 3.7  
(ID # 13427)

**MEETING DATE:**

Tuesday, October 06, 2020

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION, WORKFORCE SOLUTIONS / COMMUNITY ACTION PARTNERSHIP (HHPWS / CAP): Approval of Community Services Block Grant (CSBG) Funding and Delegate Agency Service Providers and Approval of the Form of the Contract Template, All Districts; [\$400,000 – 100% Community Solutions Block Grant (CSBG) Funds]

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

1. Approve the use of \$400,000 in Community Service Block Grant (CSBG) funds for the below listed projects;
2. Approve the awarding of contracts to the listed Delegate Agencies to provide needed services throughout Riverside County for the period September 1, 2020 through May 31, 2021 with the option by the Department of Housing, Homelessness Prevention and Workforce Solutions/Community Action Partnership (HHPWS/CAP) to extend the contract term in writing an additional 36 months, to the following Delegate Agencies: Martha's Village and Kitchen; Colorado River Senior Citizens; and the Consortium for Early Learning Services (collectively, the Delegate Agencies) for an amount not to exceed \$400,000, subject to approval as to form by County Counsel;

**ACTION:**

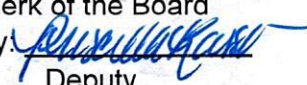
  
Heidi Marshall, Director 9/24/2020

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**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: October 06, 2020  
xc: HHPWS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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STATE OF CALIFORNIA**

3. Approve the form of the Professional Services Agreement for the Delegate Agency Program by and between County of Riverside's Community Action Partnership (Agreement), substantially conforming in form and substance to the attached, which shall be used as the form to memorialize each contract between HHPWS/CAP and each Delegate Agency, subject to approval as to form by County Counsel;
4. Authorize the Housing, Homelessness Prevention and Workforce Solutions (HHPWS) Director to execute the Agreement with the Delegate Agencies on behalf of the County; and
5. Authorize the HHPWS Director, or designee, to take all necessary steps to implement the Agreements, including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and (b) negotiating, signing and implementing any amendments to the Agreement, including, but not limited to, amendments that result in an increase or decrease in the award of funds to any Delegate Agency, and extensions or terminations of the individual contract(s), subject to approval as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$126,809	\$126,809	\$400,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Community Services Block Grant Funds 100%			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-22/23</b>	

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

**BACKGROUND:**

**Summary**

The Community Action Partnership of Riverside County (CAP) received a 2020 Community Services Block Grant (CSBG) in the amount \$400,000 of which has been designated to fund innovative programs, projects, or services county-wide that address one of four top priorities identified in the 2019 CAP Riverside Community Needs Assessment:

- 1) employment and/or employment training;
- 2) food assistance;
- 3) housing assistance; and
- 4) access to quality, affordable childcare.

Since CAP does not provide these programs or services to meet these priority needs directly, HHPWS/CAP advertised and posted a Request for Proposals (RFP) for Delegate Agency Program proposals for qualified agencies involved in one of these four key areas to provide one or more of the listed services to qualifying residents of Riverside County. Four proposals were submitted by the deadline and each were funded with appropriate amounts per CAP staff. The attached form of the Delegate Agency Contract will be used to

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memorialize the contract with each Delegate Agency, subject to approval as to form by County Counsel.

The initial grant allotment for each service/project is as follows:

Colorado River Senior Citizens – Food Assistance: \$6,000

Consortium for Early Learning Services - Childcare: \$50,000

Martha's Village and Kitchen – Childcare: \$20,809

Martha's Village and Kitchen – Employment Training: \$50,000

County Counsel has approved the Delegate Agency Contract template as to form. HHPWS/CAP staff recommends that the Board of Commissioners approve the form of attached contract template.

Staff recommends that the Board approves the expenditure of funds up to \$126,809 per year, with a contingency fund of \$19,573 to expend an amount not to exceed \$400,000 over the next three (3) years.

**Impact on Residents and Businesses**

Approving this item will have a positive impact on the citizens and businesses of Riverside County. Assisting our lower income residents in these four areas will foster independence and increase the potential for employment and education opportunities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

This item has no impact upon the County's General Fund; the project will be fully funded through Community Services Block Grant (CSBG) funds.

**ATTACHMENTS:**

- A. Form of the Delegate Agency Contract Template

  
\_\_\_\_\_  
Marcus Maltese

9/28/2020

  
\_\_\_\_\_  
Gregory V. Priarios, Director County Counsel

9/24/2020

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**PROFESSIONAL SERVICES AGREEMENT**

**For**

**The Delegate Agency Program**

**By and Between**

**County of Riverside's Community Action Partnership**

**And**

**[NAME]**



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR THE DELEGATE  
2 AGENCY PROGRAM ("Agreement"), is made and entered into this \_\_\_\_ day of October  
3 2020 by and between [NAME] a California non-profit corporation ("CONTRACTOR") and  
4 the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf  
5 of its Community Action Partnership, ("CAP"). The parties agree as follows:  
6

7 **1. Description of Services**

8 **1.1** CONTRACTOR shall provide CAP clients, who are low-income, and their  
9 families, with the following services as outlined and specified in the Scope of Service,  
10 attached hereto as Exhibit "A" and incorporated herein by this reference.

11 **1.2** CONTRACTOR represents that it has the skills, experience and knowledge  
12 necessary to fully and adequately perform under this Agreement, and CAP relies upon  
13 this representation. CONTRACTOR shall perform to the satisfaction of CAP, and  
14 CONTRACTOR shall perform the services and duties in conformance to and consistent  
15 with the standards generally recognized as being employed by professionals in the same  
16 discipline in the State of California. CONTRACTOR further represents and warrants to  
17 CAP that it has all licenses, permits, qualifications and approvals of whatever nature are  
18 legally required to practice its profession. CONTRACTOR further represents that it shall  
19 keep all such licenses and approvals in effect during the term of this Agreement.

20 **1.3** CONTRACTOR affirms that it is fully apprised of all of the services to be  
21 performed under this Agreement; and CONTRACTOR agrees it can properly perform this  
22 service for the total amount stated in Paragraph 3.1. CONTRACTOR shall not perform  
23 services or provide products that are not set forth in this Agreement, unless by prior written  
24 request of CAP.

25 **1.4** Acceptance by CAP of CONTRACTOR'S performance under this Agreement  
26 does not operate as a release of CONTRACTOR'S responsibility for full compliance with the  
27 terms of this Agreement.  
28

1 **2. Period of Performance**

2 **2.1** This Agreement shall commence upon signature of this Agreement by both  
3 parties and continue in effect through May 31, 2021 with an option to renew annually for  
4 two (2) consecutive years or until all funds are expended whichever occurs first, unless  
5 earlier terminated pursuant to Paragraph 5 below.

6 **2.2** CONTRACTOR shall commence performance upon execution by both  
7 parties and shall diligently and continuously perform thereafter.  
8

9 **3. Compensation**

10 **3.1** CAP shall pay CONTRACTOR for services performed, products provided,  
11 and expenses incurred in accordance with the Scope of Service attached hereto as  
12 Exhibit "A", the Delegate Agency Program. Maximum payment by CAP to  
13 CONTRACTOR for the services provided herein, shall not exceed XXXX THOUSAND  
14 DOLLARS (\$xx,000), including all expenses, ("Contracted Amount").

15 CAP shall not be responsible for any fees or costs incurred above or beyond the  
16 aforementioned Contracted Amount and CAP shall have no obligation to purchase any  
17 specified amount of services or products, unless agreed to in writing by CAP pursuant  
18 to Paragraph 4 below. CONTRACTOR shall not be entitled to any additional fees for any  
19 of the services provided, other than those set forth below.

20 No compensation shall be allowed for administrative, overhead, insurance, word  
21 processing (normal or overflow secretarial time or overtime, or computer time or service)  
22 and related expenses.

23 **3.2** The maximum amount payable to the CONTRACTOR pursuant to this  
24 Agreement shall not exceed [grant amount]

25 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted  
26 to CAP by CONTRACTOR. CAP shall pay the invoice within thirty (30) working days  
27 from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only  
28 after services have been rendered or delivery of materials or products, and acceptance

1 has been made by CAP. Prepare invoices in duplicate. For this Agreement, send the  
2 original and duplicate copies of invoices to:

3                                   Community Action Partnership - Riverside  
4                                   2038 Iowa Avenue Ste. B-102, Riverside, CA 92507

5                                   ATTN: Mark Berndt  
6                                   (951) 955-4900

7           **a)** The CONTRACTOR shall submit a monthly invoice for actual expenses  
8 incurred in providing the service along with appropriate documentation of  
9 expenditures (receipts, copies of checks issued, timecards, travel expense,  
10 etc.); remittance address; and an invoice total.

11           **b)** The invoice must be submitted within five (5) working days of the end of  
12 the reporting period. Expenditures may not be reimbursed if all documentation  
13 is not received in a timely manner.

14           **c)** If the eligibility of expenditures cannot be determined because  
15 CONTRACTOR'S records or documentation are nonexistent or inadequate,  
16 according to generally accepted accounting practices, the questionable costs  
17 shall be disallowed by CAP.

18           **3.4** CAP's obligation for payment of this Agreement beyond May 31, 2021 is  
19 contingent upon and limited by the availability of CAP's funding from which payment can  
20 be made. No legal liability on the part of CAP shall arise for payment beyond May 31,  
21 2021 unless funds are made available for such payment. In the event that such funds  
22 are not forthcoming for any reason, CAP shall immediately notify CONTRACTOR in  
23 writing, and this Agreement shall be deemed terminated and have no further force and  
24 effect.

25           **3.5** CONTRACTOR acknowledges and agrees that this Agreement and the  
26 provision of services hereunder is nonexclusive and that the CAP may enter into similar  
27 agreements with other entities for the provision of similar services.

28           **3.6** The CONTRACTOR agrees that if, during the period of performance, CAP

1 determines that the total Contracted Amount will not be expended, CAP, in its sole and  
2 absolute discretion, reserves the right to reduce the Contracted Amount, as determined  
3 by a review of CONTRACTOR'S invoices. Any reductions will be made in accordance  
4 with the terms outlined below in Paragraph 4 and/or Paragraph 5.

5  
6 **4. Alteration or Changes to the Agreement**

7 **4.1** No alteration or variation of the terms of this Agreement shall be valid  
8 unless made in writing and signed by the parties hereto, and no oral understanding or  
9 agreement not incorporated herein shall be binding on any of the parties hereto. No  
10 additional services shall be performed by CONTRACTOR without a written amendment  
11 to this Agreement.

12 **4.2** CONTRACTOR understands that the Contracting Officer or Executive  
13 Director are the only authorized representatives who may at any time, by written order,  
14 make any alterations within the general scope of this Agreement.

15 **4.3** Any claim by the CONTRACTOR for additional payment related to this  
16 Agreement shall be made in writing by the CONTRACTOR within 30 days of when the  
17 CONTRACTOR has or should have, notice of any actual or claimed change in the Scope  
18 of Service, which results in additional and unanticipated cost to the CONTRACTOR. If  
19 the Contracting Officer decides that the facts provide sufficient justification, he may  
20 authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in  
21 this Paragraph 4 shall excuse the CONTRACTOR from proceeding with performance of  
22 the Agreement even if there has been a change in the Scope of Service.

23  
24 **5. Termination**

25 **5.1** CAP may, by written notice to CONTRACTOR, terminate this Agreement in  
26 whole or in part at any time. Such termination may be for CAP'S convenience or because  
27 of CONTRACTOR'S failure to perform its duties and obligations under this Agreement  
28 including, but not limited to, the failure of CONTRACTOR to timely perform services



1 pursuant to this Agreement, including, but not limited to the Scope of Service attached  
2 hereto as Exhibit "A" and the Services.

3 **5.2 Discontinuance of Services.** Upon Termination, CONTRACTOR shall,  
4 unless otherwise directed by the notice, discontinue all services and deliver to CAP all  
5 data, estimates, graphs, summaries, reports, and other related materials as may have  
6 been prepared or accumulated by CONTRACTOR in performance of services, whether  
7 completed or in progress.

8 **5.3 Effect of Termination for Convenience.** If the termination is to be for the  
9 convenience of CAP, then CAP shall compensate CONTRACTOR for services  
10 satisfactorily provided through the date of termination. CONTRACTOR shall provide  
11 documentation deemed adequate by CAP to show the services actually completed by  
12 CONTRACTOR prior to the date of termination. This Agreement shall terminate thirty  
13 (30) days following receipt by CONTRACTOR of the written notice of termination.

14 **5.4 Effect of Termination for Cause.** If the termination is due to the failure of  
15 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be  
16 compensated for those services which have been completed in accordance with this  
17 Agreement and accepted by CAP. In such case, CAP may take over the work and  
18 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR  
19 shall be liable to CAP for any reasonable additional costs incurred by CAP to revise work  
20 for which CAP has compensated CONTRACTOR under this Agreement, but which the  
21 CAP has determined in its sole discretion needs to be revised in part or whole to  
22 complete the project. Prior to discontinuance of services, CAP may arrange for a  
23 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take  
24 to adequately fulfill its requirements under this Agreement. In its sole discretion, CAP  
25 may propose an adjustment to the terms and conditions of the Agreement, including the  
26 contract price. Such contract adjustments, if accepted in writing by the parties, shall  
27 become binding on CONTRACTOR and shall be performed as part of this Agreement.  
28 In the event of termination for cause, unless otherwise agreed to in writing by the parties,

1 this Agreement shall terminate seven (7) days following the date the notice of termination  
2 was mailed to CONTRACTOR. Termination of this Agreement for cause may be  
3 considered by CAP in determining whether to enter into future agreements with  
4 CONTRACTOR.

5 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S  
6 rights under this Agreement shall terminate (except for fees accrued prior to the date of  
7 termination) upon dishonesty, or a willful or material breach of this Agreement by  
8 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any  
9 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated  
10 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any  
11 further compensation under this Agreement.

12 **5.6** If this Agreement is Federally or State funded, CONTRACTOR cannot be  
13 debarred from the System for Award Management (SAM). CONTRACTOR must notify  
14 CAP immediately of a debarment. Reference: System for Award Management (SAM) at  
15 <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal Agency  
16 Registration (FedReg), Online Representations and Certifications Application, (ORCA)  
17 and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017,  
18 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the  
19 Official U.S. Government system that consolidated the capabilities of CCR, FedReg,  
20 ORCA, and EPLS.

21 **5.7** The rights and remedies of CAP provided in this Paragraph 5 shall not be  
22 exclusive and are in addition to any other rights and remedies provided by law or this  
23 Agreement.

## 24

## 25 **6. Ownership/Use of Contract Materials and Products**

26 CONTRACTOR agrees that all materials, reports or products in any form, including  
27 electronic, created by CONTRACTOR for which CONTRACTOR has been compensated  
28 by CAP pursuant to this Agreement shall be the sole property of CAP. The material,

1 reports or products may be used by CAP for any purpose that CAP deems to be  
2 appropriate, including, but not limit to, duplication and/or distribution within CAP or to third  
3 parties. CONTRACTOR agrees not to release or circulate in whole or part such materials,  
4 reports, or products without prior written authorization of CAP.

5  
6 **7. Conduct of Contractor**

7 **7.1** CONTRACTOR covenants that it presently has no interest, including but  
8 not limited to, other projects or independent contracts, and shall not acquire any such  
9 interest, direct or indirect, which would conflict in any manner or degree with the  
10 performance of services required under this Agreement. CONTRACTOR further  
11 covenants that in the performance of this Agreement, no person having any such interest  
12 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to  
13 inform CAP of all CONTRACTOR'S interests, if any, which are or may be perceived as  
14 incompatible with CAP'S interests.

15 **7.2** CONTRACTOR shall not, under circumstances which could be interpreted  
16 as an attempt to influence the recipient in the conduct of his/her duties, accept any  
17 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing  
18 business or proposing to do business, in accomplishing the work under this Agreement.

19 **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
20 entertainment directly or indirectly to CAP employees.

21 **7.4** CONTRACTOR agrees to submit to CAP, prior to release, copies of any  
22 proposed publicity pertaining to this Agreement. CAP reserves the right to modify or  
23 withdraw said publicity, in its sole and absolute discretion.

24  
25 **8. Inspection of Service; Quality Control/Assurance**

26 **8.1** All performance (which includes services, workmanship, materials,  
27 supplies and equipment furnished or utilized in the performance of this Agreement) shall  
28 be subject to inspection and test by CAP or other regulatory agencies at all times. The

1 CONTRACTOR shall provide adequate cooperation to CAP representative(s) to permit  
2 him/her to determine CONTRACTOR'S conformity with the terms of this Agreement. If  
3 any services performed or products provided by CONTRACTOR are not in conformance  
4 with the terms of this Agreement, CAP shall have the right to require CONTRACTOR to  
5 perform the services or provide the products in conformance with the terms of the  
6 Agreement at no additional cost to CAP. When the services to be performed or the  
7 products to be provided are of such nature that the difference cannot be corrected, CAP  
8 shall have the right to: (1) require CONTRACTOR immediately to take all necessary  
9 steps to ensure future performance in conformity with the terms of the Agreement; and/or  
10 (2) reduce the Agreement price to reflect the reduced value of the services performed or  
11 products provided. CAP may also terminate this Agreement for default and charge to  
12 CONTRACTOR any costs incurred by CAP because of CONTRACTOR'S failure to  
13 perform.

14 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to  
15 ensure proper performance under this Agreement; and shall permit a CAP  
16 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under  
17 this Agreement at any time upon reasonable notice to CONTRACTOR.

18  
19 **9. Independent Contractor/Employment Eligibility**

20 **9.1** CONTRACTOR is, for purposes relating to this Agreement, an  
21 independent contractor and shall not be deemed an employee of the County of Riverside  
22 or CAP. It is expressly understood and agreed that CONTRACTOR (including its  
23 employees, agents and subcontractors) shall in no event be entitled to any benefits to  
24 which CAP employees are entitled, including but not limited to overtime, any retirement  
25 benefits, worker's compensation benefits, and injury leave or other leave benefits. There  
26 shall be no employer-employee relationship between the parties, and CONTRACTOR  
27 shall hold CAP harmless from any and all claims that may be made against CAP based  
28 upon any contention by a third party that an employer-employee relationship exists by

1 reason of this Agreement. It is further understood and agreed by the parties that  
2 CONTRACTOR in the performance of this Agreement is subject to the control or direction  
3 of CAP merely as to the results to be accomplished and not as to the means and methods  
4 for accomplishing the results.

5 **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply  
6 with all federal and state statutes and regulations regarding the employment of aliens  
7 and others and to ensure that employees performing work under this Agreement meet  
8 the citizenship or alien status requirement set forth in federal statutes and regulations.  
9 CONTRACTOR shall obtain, from all employees performing work hereunder, all  
10 verification and other documentation of employment eligibility status required by federal  
11 or state statutes and regulations including, but not limited to, the Immigration Reform and  
12 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be  
13 hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
14 employees, for the period prescribed by the law.

15  
16 **10. Subcontract for Work or Services**

17 No contract shall be made by CONTRACTOR with any other party for furnishing  
18 any of the work or services under this Agreement without the prior written approval of  
19 CAP Riverside, but this provision shall not require the approval of contracts of  
20 employment between CONTRACTOR and personnel assigned under this Agreement, or  
21 for parties named in the proposal and agreed to under this Agreement.

22  
23 **11. Disputes**

24 **11.1** The parties shall attempt to resolve any disputes amicably at the working  
25 level. If that is not successful, the dispute shall be referred to the senior management of  
26 the parties. Any dispute relating to this Agreement which is not resolved by the parties  
27 shall be decided by the Contracting Officer who shall furnish the decision in writing. The  
28 decision of the Contracting Officer shall be final and conclusive unless determined by a

1 court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so  
2 grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed  
3 diligently with the performance of this Agreement pending the resolution of a dispute.

4 **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
5 shall be obligated to attend a mediation session in Riverside County before a neutral  
6 third-party mediator. A second mediation session shall be required if the first session is  
7 not successful. The parties shall share the cost of the mediations. Each party shall be  
8 responsible for its own legal fees and other expenses incident to the preparation for  
9 mediation.

10  
11 **12. Licensing and Permits**

12 CONTRACTOR shall comply with all State or other licensing requirements,  
13 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and  
14 Professions Code. All licensing requirements shall be met at the time proposals are  
15 submitted to CAP. CONTRACTOR warrants that it has all necessary permits, approvals,  
16 certificates, waivers and exemptions necessary for performance of this Agreement as  
17 required by the laws and regulations of the United States, the State of California, the  
18 County of Riverside and all other governmental agencies with jurisdiction, and shall  
19 maintain these throughout the term of this Agreement.

20  
21 **13. Data Security**

22 **13.1 Definitions:** Capitalized terms used herein shall have the meanings set  
23 forth in this Paragraph 13.

24 "Authorized Employees" means CONTRACTOR'S employees who have a need  
25 to know or otherwise access Personal Information to enable CONTRACTOR to perform  
26 its obligations under this Agreement.

27 "Authorized Persons" means (i) Authorized Employees; and (ii) CONTRACTOR'S  
28 subcontractors, agents, and auditors who have a need to know or otherwise access

1 Personal Information to enable CONTRACTOR to perform its obligations under this  
2 Agreement, and who are bound in writing by confidentiality obligations sufficient to  
3 protect Personal Information in accordance with the terms and conditions of this  
4 Agreement.

5 "Highly-Sensitive Personal Information" means an (i) individual's government-  
6 issued identification number (including social security number, driver's license number  
7 or state-issued identified number); (ii) financial account number, credit card number,  
8 debit card number, credit report information, with or without any required security code,  
9 access code, personal identification number or password, that would permit access to  
10 an individual's financial account; or (iii) biometric or health data.

11 "Personal Information" means information provided to CONTRACTOR by or at  
12 the direction of CAP, or to which access was provided to CONTRACTOR by or at the  
13 direction of CAP, in the course of CONTRACTOR'S performance under this Agreement  
14 that: (i) identifies or can be used to identify an individual (including, without limitation,  
15 names, signatures, addresses, telephone numbers, e-mail addresses and other unique  
16 identifiers); or (ii) can be used to authenticate an individual (including, without limitation,  
17 employee identification numbers, government-issued identification numbers, passwords  
18 or PINs, financial account numbers, credit report information, biometric or health data,  
19 answers to security questions and other personal identifiers), in case of both subclauses  
20 (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information.  
21 Business contact information is not by itself deemed to be Personal Information.

22 **13.2 Standard of Care:**

23 **A.** CONTRACTOR acknowledges and agrees that, in the course of its  
24 engagement by CAP, CONTRACTOR may receive or have access to Personal  
25 Information. CONTRACTOR shall comply with the terms and conditions set forth in this  
26 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure  
27 of such Personal Information and be responsible for the unauthorized collection, receipt,  
28 transmission, access, storage, disposal, use and disclosure of Personal Information

1 under its control or in its possession by all Authorized Employees/Authorized Persons.  
2 CONTRACTOR shall be responsible for, and remain liable to, CAP for the actions and  
3 omissions of all Authorized Persons that are not Authorized Employees concerning the  
4 treatment of Personal Information as if they were CONTRACTOR'S own actions and  
5 omissions.

6 **B.** Personal Information is deemed to be Confidential Information of CAP and is  
7 not Confidential Information of CONTRACTOR. In the event of a conflict or inconsistency  
8 between this Section 13 and compliance with California law, the terms and conditions  
9 set forth in this Section 13 shall govern and control.

10 **C.** In recognition of the foregoing, CONTRACTOR agrees and covenants that it  
11 shall:

12 (i) keep and maintain all Personal Information in strict confidence, using such  
13 degree of care as is appropriate to avoid unauthorized access, use or disclosure;

14 (ii) use and disclose Personal Information solely and exclusively for the purposes  
15 for which the Personal Information, or access to it, is provided pursuant to the  
16 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,  
17 or otherwise disclose or make available Personal Information for  
18 CONTRACTOR'S own purposes or for the benefit of anyone other than CAP, in  
19 each case, without CAP'S prior written consent; and

20 (iii) not, directly or indirectly, disclose Personal Information to any person other  
21 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third  
22 Party"), without express written consent from CAP, unless and to the extent  
23 required by government authorities or as otherwise to the extent expressly  
24 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts  
25 to notify CAP before such disclosure or as soon thereafter as reasonably possible;  
26 and (ii) require the Unauthorized Third Party that has access to Personal  
27 Information to execute a written agreement agreeing to comply with the terms and  
28 conditions of this Agreement relating to the treatment of Personal Information.



1           **13.3 Information Security:**

2           **A.** CONTRACTOR represents and warrants that its collection, access, use,  
3 storage, disposal and disclosure of Personal Information does and will comply with all  
4 applicable federal, state, privacy and data protection laws, as well as all other applicable  
5 regulations and directives.

6           **B.** At a minimum, CONTRACTOR'S safeguards for the protection of Personal  
7 Information shall include: (i) limiting access of Personal Information to Authorized  
8 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,  
9 servers, back-up systems and computing equipment, including, but not limited to, all  
10 mobile devices and other equipment with information storage capability; (iii)  
11 implementing network, device application, database and platform security; (iv) securing  
12 information transmission, storage and disposal; (v) implementing authentication and  
13 access controls within media, applications, operating systems and equipment; (vi)  
14 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)  
15 encrypting Highly-Sensitive Personal Information transmitted over public or wireless  
16 networks; (viii) strictly segregating Personal Information from information of  
17 CONTRACTOR or its other customers so that Personal Information is not commingled  
18 with any other types of information; (ix) implementing appropriate personnel security and  
19 integrity procedures and practices, including, but not limited to, conducting background  
20 checks consistent with applicable law; and (x) providing appropriate privacy and  
21 information security training to CONTRACTOR'S employees.

22  
23           **14. Non-Discrimination**

24           CONTRACTOR shall not be discriminate in the provision of services, allocation of  
25 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic  
26 group identification, race, religious creed, color, national origin, ancestry, physical  
27 handicap, medical condition, marital status or sex in the performance of this Agreement;  
28 and, to the extent they shall be found to be applicable hereto, shall comply with the

1 provisions of the California Fair Employment Practices Act (commencing with Section  
2 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the  
3 Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable  
4 laws or regulations.

5  
6 **15. Records and Documents**

7 CONTRACTOR shall make available, upon written request by any duly authorized  
8 Federal, State or County agency, a copy of this Agreement and such books, documents  
9 and records as are necessary to certify the nature and extent of the CONTRACTOR'S  
10 costs related to this Agreement. All such books, documents and records shall be  
11 maintained by CONTRACTOR for at least five (5) years following termination of this  
12 Agreement and be available for audit by CAP. CONTRACTOR shall provide to CAP  
13 reports and information related to this Agreement as requested by CAP.

14  
15 **16. Confidentiality**

16 **16.1** CONTRACTOR shall not use for personal gain or make other improper use  
17 of privileged or confidential information which is acquired in connection with this  
18 Agreement. The term "privileged or confidential information" includes but is not limited to:  
19 unpublished or sensitive technological or scientific information; medical, personnel, or  
20 security records; anticipated material requirements or pricing/purchasing actions; CAP  
21 information or data which is not subject to public disclosure; CAP operational procedures;  
22 and knowledge of selection of contractors, subcontractors or suppliers in advance of  
23 official announcement.

24 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and  
25 other identifying information concerning persons receiving services pursuant to this  
26 Agreement, except for general statistical information not identifying any person.  
27 CONTRACTOR shall not use such information for any purpose other than carrying out  
28 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly

1 transmit to CAP all third-party requests for disclosure of such information. CONTRACTOR  
2 shall not disclose, except as otherwise specifically permitted by this Agreement or  
3 authorized in advance in writing by CAP, any such information to anyone other than CAP.  
4 For purposes of this Paragraph 16, identity shall include, but not be limited to, name, date  
5 of birth, social security number, symbol, identifying number, or other identifying particulars  
6 assigned to the individual, such as finger or voice print or a photograph.

7 **16.3** CONTRACTOR is subject to and shall operate in compliance with all  
8 relevant requirements contained in the Health Insurance Portability and Accountability  
9 Act (HIPAA) for sensitive patient data protection. Companies that deal with protected  
10 health information (PHI) must have physical, network, and process security measures in  
11 place and follow them to ensure HIPAA Compliance. Covered entities (anyone providing  
12 treatment, payment, and operations in healthcare) and business associates (anyone who  
13 has access to patient information and provides support in treatment, payment, or  
14 operations) must meet HIPAA Compliance. Other entities, such as subcontractors and  
15 any other related business associates must also be in compliance with HIPAA and the  
16 related laws and regulations promulgated subsequent thereto.

17  
18 **17. Administration/Contract Liaison**

19 The Director or designee, shall administer this Agreement on behalf of CAP and  
20 is authorized to take any and all actions on behalf of CAP as set forth herein and to  
21 terminate services in accordance with Paragraph 5 of this Agreement. Whenever a  
22 reference is made herein to an action or approval to be undertaken by CAP, the Director  
23 or designee, is authorized to act unless this Agreement specifically provides otherwise.

24  
25 **18. Notices**

26 All correspondence and notices required or contemplated by this Agreement shall  
27 be delivered to the respective parties at the addresses set forth below, or at such other  
28 address provided by a party in writing, and are deemed submitted one (1) day after their

1 deposit in the United States Mail, postage prepaid:

2 **CAP**

3 Community Action Partnership - Riverside  
4 2038 Iowa Avenue Ste. B-102 Riverside, CA 92507  
5 Attention: Executive Director

6 **CONTRACTOR**

7 [NAME]  
8 [ADDRESS]  
9 Attention: CEO

10 **19. Force Majeure**

11 If either party is unable to comply with any provision of this Agreement due to  
12 causes beyond its reasonable control, and which could not have been reasonably  
13 anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such  
14 party shall not be held liable for such failure to comply, provided the subject party  
15 provides written notice to the other party no later than five (5) days after the  
16 commencement of such force majeure event.

17 **20. EDD Reporting Requirements**

18 In order to comply with child support enforcement requirements of the State of  
19 California, CAP may be required to submit a Report of Independent Contractor(s) form  
20 **DE 542** to the Employment Development Department ("EDD"). CONTRACTOR agrees  
21 to furnish the required data and certifications to the CAP within 10 days of notification of  
22 award of Agreement when required by the EDD. This data will be transmitted to  
23 governmental agencies charged with the establishment and enforcement of child support  
24 orders. Failure of CONTRACTOR to timely submit the data and/or certificates required  
25 may result in the contract being award to another CONTRACTOR. In the event a contract  
26 has been issued, failure of CONTRACTOR to comply with all federal and state reporting  
27 requirements for child support enforcement or to comply with all lawfully served Wage  
28 and Earnings Assignments Orders and Notice of Assignment shall constitute a material

1 breach of the Agreement. If CONTRACTOR has any questions concerning this reporting  
2 requirement, please call (916) 657-0529. CONTRACTOR should also contact its local  
3 Employment Tax Customer Service Office listed in the telephone directory in the State  
4 Government section under "Employment Development Department" or access their  
5 Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

6  
7 **21. Hold Harmless/Indemnification**

8 **21.1** CONTRACTOR shall indemnify and hold harmless the Community Action  
9 Partnership, the County of Riverside, its Agencies, Districts, Special Districts and  
10 Departments, their respective directors, officers, Board of Supervisors, elected and  
11 appointed officials, employees, agents and representatives (collectively, "Indemnified  
12 Parties") from any liability, claim, damage or action whatsoever, based or asserted upon  
13 any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents  
14 or representatives arising out of or in any way relating to this Agreement, including but  
15 not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at  
16 its sole cost and expense, including but not limited to attorney fees, cost of investigation,  
17 defense and settlements or awards, the Community Action Partnership, the County of  
18 Riverside, its respective Agencies, Districts, Special Districts and Departments, their  
19 respective directors, officers, Board of Supervisors, Board of Commissioners, elected  
20 and appointed officials, employees, agents and representatives in any such action or  
21 claim.

22 **21.2** With respect to any action or claim subject to indemnification herein by  
23 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of  
24 its own choice and shall have the right to adjust, settle, or compromise any such action  
25 or claim without the prior consent of CAP; provided, however, that any such adjustment,  
26 settlement or compromise in no manner whatsoever limits or circumscribes  
27 CONTRACTOR'S indemnification of CAP and the Indemnified Parties.

1           **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when  
2 CONTRACTOR has provided to CAP the appropriate form of dismissal (or similar  
3 document) relieving CAP from any liability for the action or claim involved.

4           **21.4** The specified insurance limits required in this Agreement shall in no way  
5 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless CAP,  
6 the County of Riverside and Indemnified Parties.

7           **21.5** In the event there is conflict between this clause and California Civil Code  
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
9 interpretation shall not relieve CONTRACTOR from indemnifying CAP to the fullest  
10 extent allowed by law. The indemnification and hold harmless obligations set forth in  
11 this Paragraph 21 shall survive the termination and expiration of this Agreement.

12  
13 **22. Insurance**

14           Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold  
15 CAP harmless, CONTRACTOR shall procure and maintain or cause to be maintained,  
16 at its sole cost and expense, the following insurance coverage during the term of this  
17 Agreement. As respects to the insurance section only, CAP herein refers to the  
18 Community Action Partnership, the County of Riverside, its respective Agencies,  
19 Districts, Special Districts, and Departments, their respective directors, officers, Board of  
20 Supervisors, Board of Commissioners, employees, volunteers, elected or appointed  
21 officials, agents or representatives as Additional Insureds.

22           **A. Workers' Compensation:**

23           If the CONTRACTOR has employees as defined by the State of California, the  
24 CONTRACTOR shall maintain statutory Workers' Compensation Insurance  
25 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
26 include Employers' Liability (Coverage B) including Occupational Disease with  
27 limits not less than \$1,000,000 per person per accident. The policy shall be  
28

1 endorsed to waive subrogation in favor of CAP.

2 **B. Commercial General Liability:**

3 Commercial General Liability insurance coverage, including but not limited to,  
4 premises liability, unmodified contractual liability, products and completed  
5 operations liability, personal and advertising injury, and cross liability coverage,  
6 covering claims which may arise from or out of CONTRACTOR'S performance of  
7 its obligations hereunder. Policy shall name CAP as Additional Insured. Policy's  
8 limit of liability shall not be less than \$1,000,000 per occurrence combined single  
9 limit. If such insurance contains a general aggregate limit, it shall apply separately  
10 to this agreement or be no less than two (2) times the occurrence limit.

11 **C. Vehicle Liability:**

12 If vehicles or mobile equipment are used in the performance of the obligations  
13 under this Agreement, then CONTRACTOR shall maintain liability insurance for all  
14 owned, non-owned or hired vehicles so used in an amount not less than  
15 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
16 general aggregate limit, it shall apply separately to this agreement or be no less  
17 than two (2) times the occurrence limit. Policy shall name the CAP as Additional  
18 Insureds.

19 **D. Professional Liability:**

20 If required, CONTRACTOR shall maintain Professional Liability Insurance  
21 providing coverage for the CONTRACTOR'S performance of work included within  
22 this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
23 and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability  
24 Insurance is written on a claims made basis rather than an occurrence basis, such  
25 insurance shall continue through the term of this Agreement and CONTRACTOR  
26 shall purchase at his sole expense either:  
27

- 28 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or

1 2) Prior Dates Coverage from new insurer with a retroactive date back to  
2 the date of, or prior to, the inception of this Agreement; or,

3 3) Demonstrate through Certificates of Insurance that CONTRACTOR has  
4 maintained continuous coverage with the same or original  
5 insurer. Coverage provided under items; 1), 2) or 3) will continue as long  
6 as the law allows.

7 **E. General Insurance Provisions - All lines:**

8 1) Any insurance carrier providing insurance coverage hereunder shall be  
9 admitted to the State of California and have an A M BEST rating of not less  
10 than A: VIII (A:8) unless such requirements are waived, in writing, by the  
11 County of Riverside's Risk Manager. If the County's Risk Manager waives  
12 a requirement for a particular insurer such waiver is only valid for that  
13 specific insurer and only for one policy term.

14 2) The CONTRACTOR shall declare its insurance self-insured retention for  
15 each coverage required herein. If any such self-insured retention exceeds  
16 \$500,000 per occurrence each such retention shall have the prior written  
17 consent of the Risk Manager before the commencement of operations  
18 under this Agreement. Upon notification of self-insured retention  
19 unacceptable to CAP, and at the election of the County's Risk Manager,  
20 CONTRACTOR'S carriers shall either; 1) Reduce or eliminate such self-  
21 insured retention as respects this Agreement with CAP, or 2) Procure a  
22 bond which guarantees payment of losses and related investigations,  
23 claims administration, and defense costs and expenses.

24 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to  
25 furnish CAP with either 1) a properly executed original Certificate(s) of  
26 Insurance and certified original copies of Endorsements effecting coverage  
27 as required herein, and 2) if requested to do so orally or in writing by the  
28



1 County's Risk Manager, provide original Certified copies of policies  
2 including all Endorsements and all attachments thereto, showing such  
3 insurance is in full force and effect. Further, said Certificate(s), and policies  
4 of insurance shall contain the covenant of the insurance carrier(s) that thirty  
5 (30) days written notice shall be given to the CAP prior to any material  
6 modification, cancellation, expiration or reduction in coverage of such  
7 insurance. In the event of a material modification, cancellation, expiration,  
8 or reduction in coverage, this Agreement shall terminate forthwith, unless  
9 the CAP receives, prior to such effective date, another properly executed  
10 original Certificate of Insurance and original copies of endorsements or  
11 certified original policies, including all endorsements and attachments  
12 thereto evidencing coverage's set forth herein and the insurance required  
13 herein is in full force and effect. **CONTRACTOR shall not commence**  
14 **operations until CAP has been furnished original Certificate(s) of**  
15 **Insurance and certified original copies of endorsements and if**  
16 **requested, review original of the policies of insurance including all**  
17 **endorsements and any and all other attachments as required in this**  
18 **Section. An individual authorized by the insurance carrier to do so on**  
19 **its behalf shall sign the original endorsements for each policy and the**  
20 **Certificate of Insurance. Upon CAP'S request, CONTRACTOR shall**  
21 **make available for inspection by County's Risk Manager, at a mutually**  
22 **agreeable location, copies of CONTRACTOR'S insurance policies.**

23 4) It is understood and agreed to by the parties hereto and the insurance  
24 company(s) that the CONTRACTOR'S insurance shall be construed as  
25 primary insurance, and CAP'S insurance and/or deductible and/or self-  
26 insured retentions' or self-insured programs shall not be construed as  
27 contributory.

28 5) If, during the term of this Agreement or any extension thereof, there is a

1 material change in the Scope of Service or, there is a material change in  
2 the equipment to be used in the performance of the Scope of Service or,  
3 the term of this Agreement, including any extensions thereof, exceeds five  
4 (5) years; CAP reserves the right to adjust the types of insurance and the  
5 monetary limits of liability required under this Agreement, if in the County  
6 Risk Manager's reasonable judgment, the amount or type of insurance  
7 carried by the CONTRACTOR has become inadequate.

8 6) CONTRACTOR shall pass down the insurance obligations contained  
9 herein to all tiers of subcontractors working under this Agreement.

10 7) The insurance requirements contained in this Agreement may be met  
11 with a program(s) of self-insurance acceptable to CAP.

12 8) CONTRACTOR agrees to notify CAP of any claim by a third party or any  
13 incident or event that may give rise to a claim arising from the performance  
14 of this Agreement.

15  
16 **23. General**

17 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,  
18 whether by operation of law or otherwise, without the prior written consent of CAP.

19 **23.2** Any waiver by CAP of any breach of any one or more of the terms of this  
20 Agreement shall not be construed to be a waiver of any subsequent or other breach of  
21 the same or of any other term of this Agreement. Failure on the part of CAP to require  
22 exact, full and complete compliance with any terms of this Agreement shall not be  
23 construed as in any manner changing the terms or estopping CAP from enforcement of  
24 the terms of this Agreement.

25 **23.3** In the event CONTRACTOR receives payment under this Agreement  
26 which is later disallowed by CAP for nonconformance with the terms of the Agreement,  
27 CONTRACTOR shall promptly refund the disallowed amount to CAP on request; or at  
28

1 its option, CAP may offset the amount disallowed from any payment due to  
2 CONTRACTOR.

3 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services  
4 or products unless specifically stated in the Agreement.

5 **23.5** CONTRACTOR shall not provide any services or products subject to any  
6 chattel mortgage or under a conditional sales contract or other agreement by which an  
7 interest is retained by a third party. The CONTRACTOR warrants that it has good title to  
8 all materials or products used by CONTRACTOR or provided to CAP pursuant to this  
9 Agreement, free from all liens, claims, or encumbrances.

10 **23.6** Nothing in this Agreement shall prohibit CAP from acquiring the same type  
11 or equivalent equipment, products, materials or services from other sources, when  
12 deemed by CAP to be in its best interest. CAP reserves the right to purchase more or  
13 less than the quantities specified in this Agreement.

14 **23.7** CAP agrees to cooperate with CONTRACTOR in the CONTRACTOR'S  
15 performance under this Agreement, including, if stated in the Agreement, providing the  
16 CONTRACTOR with reasonable facilities and timely access to CAP data, information  
17 and personnel.

18 **23.8** CONTRACTOR shall comply with all applicable Federal, State and local  
19 laws and regulations. CONTRACTOR shall comply with all applicable CAP policies and  
20 procedures. In the event that there is a conflict between the various laws or regulations  
21 that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

22 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,  
23 safety and health ordinances, statutes, or regulations, which apply to performance under  
24 this Agreement.

25 **23.10** CONTRACTOR shall comply with all requirements of the Occupational  
26 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.  
27 Department of Labor and the State of California (Cal/OSHA).

28

1           **23.11** This Agreement shall be governed by the laws of the State of California.  
2 Any legal action related to the performance or interpretation of this Agreement shall be  
3 filed only in the Superior Court of the State of California located in Riverside, California,  
4 and the parties waive any provision of law providing for a change of venue to another  
5 location. In the event any provision in this Agreement is held by a court of competent  
6 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
7 nevertheless continue in full force without being impaired or invalidated in any way.  
8

9 **24.    Requirements for Working with Clients and Minors**

10           **24.1** Personnel Disclosure. The CONTRACTOR agrees to maintain and make  
11 available to CAP, a current list of personnel that are providing services under this  
12 Agreement who have contact with minors or adult clients.

13           The list shall include:

- 14           a) All staff who work full or part-time positions by title, including volunteer  
15 positions;  
16           b) A brief description of the functions of each position and hours each position  
17 worked; and  
18           c) The professional degree, if applicable and experience required for each  
19 position.

20           CAP, in its sole and absolute discretion, shall have the ability to deny any person  
21 on the CONTRACTOR'S list that has been convicted of any crimes involving sex, drugs,  
22 or violence, or who has a substantiated report(s) of child abuse, as defined in Penal  
23 Code 11165.12, who has direct contact with minors or adult clients, from all further  
24 contact with CAP clients. CAP shall notify the CONTRACTOR in writing of any such  
25 person denied, but to protect their confidentiality, may not be able to disclose the  
26 reason(s) for the denial.

27           Upon notification, the CONTRACTOR shall immediately remove that person from  
28 providing services under this Agreement and acknowledge such response in writing.

1           **24.2 Child Abuse Reporting.** The CONTRACTOR shall establish a procedure  
2 acceptable to CAP to ensure that all employees, volunteers, consultants, subcontractors  
3 or agents performing services under this Agreement report child abuse or child neglect  
4 to a child protective agency as defined in Penal Code, Section 11166.

5           **24.3 Pro-Children Act Of 1994.** The CONTRACTOR must comply with Public  
6 Law 103-227, Part C- Environmental Tobacco Smoke, also known as the Pro-Children  
7 Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any  
8 indoor facility owned or leased or contracted by an entity and used routinely or regularly  
9 for the provision of health, day care, education, or library services to children under the  
10 age of 18, if the services are funded by Federal programs either directly or through State  
11 and local governments. Federal programs include grants, cooperative agreements, loans  
12 or loan guarantees, and contracts. The law does not apply to children's services provided  
13 in private residences, facilities funded solely by Medicare or Medicaid funds and portions  
14 of facilities used for inpatient drug and alcohol treatment.

15           **24.4 Trafficking in Person(s).** CONTRACTOR must comply with the Trafficking  
16 Victims Protection Act of 2000 (Sec. 106(g), as amended 22 U.S.C. 7104). As a recipient  
17 of this award, CONTRACTOR affirms that its employees, sub-recipients and sub-  
18 recipient's employees shall not:

19           a) Engage in severe forms of trafficking in persons during the period of time that  
20 this award is in effect;

21           b) Procure a commercial sex act during the period of time the award is in effect;

22 or

23           c) Use forced labor in performance of the award or sub-awards under this award.

24           CONTRACTOR must inform CAP immediately of any information received from  
25 any source alleging a violation of a prohibition of the Act. CONTRACTOR must include  
26 the requirements of this Section 24 in any sub-awards made. CAP may, in its sole and  
27 absolute discretion, unilaterally terminate this award if CONTRACTOR is found to have  
28 violated a provision of the Act or this Section 24.

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**25. Nonliability of CAP Officials and CAP Employees**

No member, official employee, consultant or volunteer of CAP shall be personally liable to the CONTRACTOR, or any successor in interest, in the event of any default or breach by the CAP for any amount which may become due to the CONTRACTOR or to its successor, or on any obligation under the terms of this Agreement.

**26. No Third Party Beneficiaries**

The parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

**27. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signatures on Next Page]

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized  
2 representatives to execute this Agreement as of the dates set forth below:

3  
4  
5 **COUNTY OF RIVERSIDE:**

6 COUNTY OF RIVERSIDE, a political  
7 subdivision of the State of California, on  
8 behalf of its Community Action  
9 Partnership

5 **CONTRACTOR:**

[NAME]., a California non-profit  
corporation

10 By: \_\_\_\_\_  
11 Heidi Marshall  
12 Director

By: \_\_\_\_\_  
[Name]  
CEO

13 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

16 **APPROVED AS TO FORM:**

17 Gregory P. Priamos  
18 County Counsel

19  
20  
21 By:  \_\_\_\_\_  
22 Amrit P. Dhillon,  
23 Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**

[NAME], a California non-profit corporation, ("CONTRACTOR") shall provide the following services to Community Action Partnership ("CAP") clients throughout Riverside County as required in that certain Professional Services Agreement for the Delegate Agency Program, ("Agreement").

**FUNDING INITIATIVE: 2020 CSBG Delegate Agency Program**

**Project/Program Name: [NAME] – Employment/Food/Childcare/Housing**

[NAME] shall provide low-income and homeless families with [employment opportunities] and training in Riverside County.

Geographic Area(s) of Service: Riverside County

**Family Outcome(s)/Program Indicator(s)**

1. One hundred and ten (110) adults, from low-income or homeless families, will receive [employment services] and training by May 31, 2021.
2. Seventy-five percent (75%) of program participants who complete the program will receive assistance towards [securing employment and/or increasing earning potential] by May 31, 2021.