

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



**ITEM: 3.21  
(ID # 13742)**

**MEETING DATE:**  
Tuesday, November 10, 2020

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the Work Agreement between the California WIC Association and the County of Riverside, Department of Public Health for the Grow Our Own Lactation Consultant Courses for the performance period of February 1, 2021 through October 30, 2021; All Districts. [\$32,000 – 100% California WIC Association Funds]

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

1. Approve the Work Agreement between the California WIC Association and the County of Riverside, Department of Public Health (Agreement) for the Grow Our Own Lactation Consultant Courses for the performance period of February 1, 2021 through October 30, 2021 in the amount of \$32,000;
2. Authorize the Chair of the Board to execute the Agreement on behalf of the County; 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 approval as to form by County Counsel.


**ACTION:**Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: November 10, 2020  
xc: RUHS-PH

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<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>	\$16,000	\$16,000	\$32,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% California WIC Association Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21 – 21/22	

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

**BACKGROUND:**

**Summary**

The California WIC Association continues to provide funding to Riverside County Department of Public Health (DOPH), Nutrition and Health Promotion Branch, for the registration fees of registrants for the Lactation Consultant Course in the Grow Our Own Lactation Program. The funding is used 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. The term of this agreement will be from February 1, 2021 through October 30, 2021 in the amount of \$32,000.

**Impact on Residents and Businesses**

The Grow Our Own Lactation Consultant Program will increase the number 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 Riverside University Health System - Public Health funding in the amount of \$32,000 for the Grow Our Own Program Lactation Consultant Training Course. California WIC Association will register course participants and reimburse the County of Riverside in the amount of \$1,600 per registrant.

**Contract History and Price Reasonableness**

In accordance with Ordinance 459, this Agreement is exempt from the purchasing practice of bidding and awarding under the approval of the Purchasing Agent.

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Nutrition Services and Health Promotion originally received grant funding to start the Grow Our Own Lactation Consultant Program in 2009-2010, for Local and Statewide significance. Based on findings from the CA WIC Association and UC Davis, a report determined that it mattered where an individual was born in relation to getting Lactation help and being successful with breastfeeding. DOPH educated and trained over 200 WIC staff, healthcare professionals, Registered Nurses and Registered Dieticians in Southern CA and the Central Valley (between Stockton and Bakersfield). DOPH's goal has been to help train future IBCLCs (International Board-Certified Lactation Consultants) to help increase breastfeeding initiation, exclusivity and duration, and overall health of the communities that DOPH serves. An unexpected outcome is linking many professionals to the services that one another provide, creating consistent messages to patients/participants and working together to help moms and babies reach their breastfeeding goals.

**ATTACHMENT:**

**A. Work Agreement Between the California WIC Association and the County of Riverside**

  
Brianna Lentajo, Management Analyst 11/4/2020

**WORK AGREEMENT**

**for**

**GROW OUR OWN LACTATION CONSULTANT COURSES**

**between**

**CALIFORNIA WIC ASSOCIATION**

**and**

**COUNTY OF RIVERSIDE**

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

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

NOV 10 2020 3.21

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(s), attached hereto and by this reference incorporated herein.
2. **TERM** - The term of this Agreement shall be from February 1, 2021 through October 30, 2021 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.
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 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 CONTRACTOR shall indemnify and hold harmless all the CWA, 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 whatsoever, based or asserted upon any act or omission of the CONTRACTOR, its officers, employees, 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, unless due to the active negligence of CWA. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the CWA, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

12.2 CWA shall indemnify and hold harmless the CONTRACTOR, its affiliates and their respective trustees, governors, directors, officers employees, contractors, subcontractors and agents from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CWA, its officers, employees, 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, unless due to the active negligence of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from 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 in any such action or claim against or related to the CONTRACTOR, its affiliates and their respective trustees, governors, directors, officers employees, contractors, subcontractors and agents.

**12.3** With respect to any action or claim subject to indemnification herein, the Parties to this Agreement shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other Party to this Agreement, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the other Party's indemnification.

**12.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe the each Party's obligations to indemnify and hold harmless the other Party in this Agreement from third party claims.

**12.5** 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 neither party, in agreement herein, from indemnifying each other to the fullest extent allowed by law.

**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 County of Riverside, California.

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:   
V. Manuel Perez, Chairman  
Board of Supervisors

By: 

Karen Farley Executive Director

Print Name and Title

Print Name and Title

Dated: 11.10.2020

Dated: 7.22.20

ATTEST: Kecia R. Harper, Clerk of the Board

By: 

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Amrit Dhillon, Deputy County Counsel

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**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 2020 Class flyer, attached hereto as Attachment A.
  
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 B, and the Grow Our Own Lesson Plan-Riverside class schedule, attached hereto as Attachment C.

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**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. Form of Payment.** After the program begins, the CWA shall pay the CONTRACTOR by check. All checks shall be made to "County of Riverside".
- 3. MAXIMUM REIMBUREMENT** to CONTRACTOR under the terms of this Agreement shall not exceed \$32,000.

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