

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



**ITEM: 3.8
(ID # 13406)**

MEETING DATE:

Tuesday, December 08, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS / COMMUNITY ACTION PARTNERSHIP (HHPWS / CAP): Approve the Use of Additional Community Services Block Grant (CSBG) Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding for the County of Riverside's Community Action Partnership and Approve the Form of the Professional Services Agreement for New and Existing CAP Programs; All Districts [\$3,635,779 - CSBG CARES Act Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a form of the attached Professional Services Agreement for CSBG CARES Act Funding, substantially conforming in form and substance to the attached agreement (Professional Services Agreement);
2. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to execute a form of the Professional Services Agreement, substantially conforming in form and substance to the attached agreement for CSBG CARES Act funding between Community Action Partnership (CAP) and its existing or new service providers, vendors or subcontractors that meet the CSBG CARES Act requirements for a total contract amount each not to exceed \$250,000 per new provider, subject to approval as to form by County Counsel; and

ACTION: Policy


Heidi Marshall, Director 10/7/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: December 8, 2020
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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3. Authorize the Director of HHPWS, or designee, to take all necessary steps to implement the Professional Services Agreement(s) including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,817,890	\$1,817,889	\$3,635,779	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: CSBG Coronavirus Aid, Relief, and Economic Security Act 100%			Budget Adjustment: No	
			For Fiscal Year: 20/21- 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Founded in 1980, the Community Action Partnership (CAP) Riverside is part of a national network of more than 1,000 Community Action agencies throughout the United States. CAP Riverside works to strengthen, promote, represent, and serve its community to ensure that priority needs are identified and addressed. CAP Riverside was federally created as part of the Economic Opportunity Act of 1964, commonly referred to as the “War on Poverty,” for the purpose of tailoring services to meet the needs of individuals and families by helping achieve economic stability. CAP Riverside partners with hundreds of public and private entities across the county and administers a wide array of programs designed to train and educate individuals while eliminating poverty in the County Riverside.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Pub.L. 116-136) – a \$2.2 trillion economic stimulus bill to address the negative effects of the COVID-19 pandemic. On July 1, 2020, the County of Riverside’s Community Action Partnership (CAP) was awarded a 2020 Community Services Block Grant (CSBG) contract funded by the CARES Act through the State of California Department of Community Services and Development (CSD) for \$3,635,779. On July 7, 2020, Resolution No. 2020-165 was approved by the Board of Supervisors (Minute Order 3.15), delegating authority to the Director of HHPWS to apply for, accept, and administer CSBG funding from CSD for the provision of services to low-income residents of Riverside County. With this delegation, on July 30, 2020, the Director of HHPWS signed the CSBG CARES Act Contract to accept the additional funds. The CSBG CARES Act funding requires that all funds be allocated by May 31, 2022.

In order to efficiently address the needs of the most vulnerable communities hardest hit by the COVID-19 pandemic, CAP programs will be able to expand and assist more individuals, families and small businesses throughout Riverside County with the additional funding from

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CSD. CAP envisions supplementing the following CAP programs with this additional funding: Energy; Cool & Warm Centers; Mediation; Asset Building; and Youth Programs.

The Energy program provides a one-time utility assistance to low and moderate-income individuals and families through federal and local funds. With the CARES ACT funding, the utility assistance payment will also cover water, sewer, trash and telephone bills for residents impacted by the pandemic.

The Cool & Warm Center program provides a safe place for residents, especially those most vulnerable, to escape extreme seasonal temperatures and save money on their energy bills. With the CARES ACT funding, agencies opening their doors and following all safety protocols will be eligible for utility assistance to cover their energy bills. This will allow more sites to reopen as both nonprofits and government agencies have been heavily impacted.

The Mediation program provides mediation services, conflict resolution workshops and training to youth and adults. With the CARES ACT funding, the mediation program will continue to provide its services virtually through online formats that are both computer/laptop and smart phone friendly.

The Asset Building programs consist of: the Savings for Success, which is a matched savings incentive program for Riverside County residents seeking economic stability; the Tech for Success, which provides desktops and laptops to families that participate in a series of workshops where they learn about financial literacy, raising money smart children, child support and conflict resolution; and the Volunteer Income Tax Assistance (VITA) program that provides free certified tax training and free tax preparation services to low to moderate income filers. With the CARES ACT funding, more laptops will be provided to help bridge the digital divide allowing participants to fully engage in all programs.

The Youth Programs consist of: the Pre-Apprenticeship program, which addresses the employment needs of low-income youth by providing a workplace-mentoring and employment preparation program that matches high-risk students with small businesses in their communities up to a maximum of 520 hours, and the Project LEAD program that recruits, trains and deploys mentors/tutors to assist students enrolled in afterschool programs.

Staff recommend approval of a form of the Professional Services Agreement, substantially confirming in form and substance to the attached agreement, so that any additional contracts with providers, vendors or subcontractors pursuant to this funding may be awarded, subject to approval as to form by County Counsel.

Impact on Residents and Businesses

Individuals and families living in poverty and/or that have been negatively impacted by COVID will receive additional services, programs and wraparound services through our current and expanded community services programs.

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Additional Fiscal Information

No County General Funds would be required.

Attachments:

- Executed CSBG CARES Act Contract
- Professional Services Agreement Template



Marcus Maltese 11/30/2020



Gregory V. Priamos, Director County Counsel 11/12/2020

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PROFESSIONAL SERVICES AGREEMENT

for

<CSBG CARES Act Funding>

By and Between

County of Riverside's Community Action Partnership

And

<Contractor>



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR <INSERT NAME OF
2 PROGRAM> ("Agreement"), is made and entered into this ____ day of _____
3 2020 by and between _____ a California non-profit
4 corporation ("CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision
5 of the State of California, on behalf of its Department of Housing, Homelessness
6 Prevention and Workforce Solutions/Community Action Partnership (HHPWS/CAP). The
7 parties agree as follows:

8
9 **1. Description of Services**

10 **1.1** CONTRACTOR shall provide individuals in Riverside County, who are low-
11 income, and their families, with the following services as outlined and specified in the
12 Scope of Services, attached hereto as Exhibit "A" and incorporated herein by this
13 reference.

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

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

1 **1.4** Acceptance by CAP of CONTRACTOR'S performance under this Agreement
2 does not operate as a release of CONTRACTOR'S responsibility for full compliance with the
3 terms of this Agreement.
4

5 **2. Period of Performance**

6 **2.1** This Agreement shall commence upon signature of this Agreement by both
7 parties and continue in effect through May 31, 2021 with an option to renew for one (1)
8 year or until all funds are expended whichever occurs first, unless earlier terminated
9 pursuant to Paragraph 5 below.

10 **2.2** CONTRACTOR shall commence performance upon execution by both
11 parties and shall diligently and continuously perform thereafter.
12

13 **3. Compensation**

14 **3.1** CAP shall pay CONTRACTOR for services performed, products provided,
15 and expenses incurred in accordance with the Scope of Services attached hereto as
16 Exhibit "A". Maximum payment by CAP to CONTRACTOR for the services provided
17 herein, shall not exceed <XXX,000 (\$XXX,000)>, including all expenses, ("Contracted
18 Amount").

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

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

27 **3.2** The maximum amount payable to the CONTRACTOR pursuant to this
28 Agreement shall not exceed < _____ THOUSAND DOLLARS (\$XXX,000)>.

1 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted
2 to CAP by CONTRACTOR. CAP shall pay the invoice within thirty (30) working days
3 from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only
4 after services have been rendered or delivery of materials or products, and acceptance
5 has been made by CAP. Prepare invoices in duplicate. For this Agreement, send the
6 original and duplicate copies of invoices to:

7 Community Action Partnership - Riverside
8 2038 Iowa Avenue Ste. B-102, Riverside, CA 92507
9 ATTN: Mark Berndt
10 (951) 955-3220

- 11 **a)** The CONTRACTOR shall submit a monthly invoice for actual expenses
12 incurred in providing the service along with appropriate documentation of
13 expenditures (receipts, copies of checks issued, timecards, travel expense,
14 etc.); remittance address; and an invoice total.
- 15 **b)** The invoice must be submitted within five (5) working days of the end of
16 the reporting period. Expenditures may not be reimbursed if all documentation
17 is not received in a timely manner.
- 18 **c)** If the eligibility of expenditures cannot be determined because
19 CONTRACTOR'S records or documentation are nonexistent or inadequate,
20 according to generally accepted accounting practices, the questionable costs
21 shall be disallowed by CAP.

22 **3.4** CAP'S obligation for payment of this Agreement beyond May 31, 2021 is
23 contingent upon and limited by the availability of CAP'S funding from which payment can
24 be made. No legal liability on the part of CAP shall arise for payment beyond May 31,
25 2021 unless funds are made available for such payment. In the event that such funds
26 are not forthcoming for any reason, CAP shall immediately notify CONTRACTOR in
27 writing, and this Agreement shall be deemed terminated and have no further force and
28 effect.

1 **3.5** CONTRACTOR acknowledges and agrees that this Agreement and the
2 provision of services hereunder is nonexclusive and that the CAP may enter into similar
3 agreements with other entities for the provision of similar services.

4 **3.6** The CONTRACTOR agrees that if, during the period of performance, CAP
5 determines that the total Contracted Amount will not be expended, CAP, in its sole and
6 absolute discretion, reserves the right to reduce the Contracted Amount, as determined
7 by a review of CONTRACTOR'S invoices. Any reductions will be made in accordance
8 with the terms outlined below in Paragraph 4 and/or Paragraph 5.

9
10 **4. Alteration or Changes to the Agreement**

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

16 **4.2** CONTRACTOR understands that the Contracting Officer or Executive
17 Director are the only authorized representatives who may at any time, by written order,
18 make any alterations within the general scope of this Agreement.

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

27
28 **5. Termination**

1 **5.1** CAP may, by written notice to CONTRACTOR, terminate this Agreement in
2 whole or in part at any time. Such termination may be for CAP'S convenience or because
3 of CONTRACTOR'S failure to perform its duties and obligations under this Agreement
4 including, but not limited to, the failure of CONTRACTOR to timely perform services
5 pursuant to this Agreement, including, but not limited to the Scope of Services attached
6 hereto as Exhibit "A" and the Services.

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

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

18 **5.4** Effect of Termination for Cause. If the termination is due to the failure of
19 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be
20 compensated for those services which have been completed in accordance with this
21 Agreement and accepted by CAP. In such case, CAP may take over the work and
22 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR
23 shall be liable to CAP for any reasonable additional costs incurred by CAP to revise work
24 for which CAP has compensated CONTRACTOR under this Agreement, but which the
25 CAP has determined in its sole discretion needs to be revised in part or whole to
26 complete the project. Prior to discontinuance of services, CAP may arrange for a
27 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take
28 to adequately fulfill its requirements under this Agreement. In its sole discretion, CAP

1 may propose an adjustment to the terms and conditions of the Agreement, including the
2 contract price. Such contract adjustments, if accepted in writing by the parties, shall
3 become binding on CONTRACTOR and shall be performed as part of this Agreement.
4 In the event of termination for cause, unless otherwise agreed to in writing by the parties,
5 this Agreement shall terminate seven (7) days following the date the notice of termination
6 was mailed to CONTRACTOR. Termination of this Agreement for cause may be
7 considered by CAP in determining whether to enter into future agreements with
8 CONTRACTOR.

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

16 **5.6** If this Agreement is Federally or State funded, CONTRACTOR cannot be
17 debarred from the System for Award Management (SAM). CONTRACTOR must notify
18 CAP immediately of a debarment. Reference: System for Award Management (SAM) at
19 <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal Agency
20 Registration (FedReg), Online Representations and Certifications Application, (ORCA)
21 and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017,
22 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the
23 Official U.S. Government system that consolidated the capabilities of CCR, FedReg,
24 ORCA, and EPLS.

25 **5.7** The rights and remedies of CAP provided in this Paragraph 5 shall not be
26 exclusive and are in addition to any other rights and remedies provided by law or this
27 Agreement.

28

1 **6. Ownership/Use of Contract Materials and Products**

2 CONTRACTOR agrees that all materials, reports or products in any form, including
3 electronic, created by CONTRACTOR for which CONTRACTOR has been compensated
4 by CAP pursuant to this Agreement shall be the sole property of CAP. The material,
5 reports or products may be used by CAP for any purpose that CAP deems to be
6 appropriate, including, but not limit to, duplication and/or distribution within CAP or to third
7 parties. CONTRACTOR agrees not to release or circulate in whole or part such materials,
8 reports, or products without prior written authorization of CAP.

9
10 **7. Conduct of Contractor**

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

19 **7.2** CONTRACTOR shall not, under circumstances which could be interpreted
20 as an attempt to influence the recipient in the conduct of his/her duties, accept any
21 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing
22 business or proposing to do business, in accomplishing the work under this Agreement.

23 **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
24 entertainment directly or indirectly to CAP employees.

25 **7.4** CONTRACTOR agrees to submit to CAP, prior to release, copies of any
26 proposed publicity pertaining to this Agreement. CAP reserves the right to modify or
27 withdraw said publicity, in its sole and absolute discretion.

28

1 **8. Inspection of Service; Quality Control/Assurance**

2 **8.1** All performance (which includes services, workmanship, materials,
3 supplies and equipment furnished or utilized in the performance of this Agreement) shall
4 be subject to inspection and test by CAP or other regulatory agencies at all times. The
5 CONTRACTOR shall provide adequate cooperation to CAP representative(s) to permit
6 him/her to determine CONTRACTOR'S conformity with the terms of this Agreement. If
7 any services performed or products provided by CONTRACTOR are not in conformance
8 with the terms of this Agreement, CAP shall have the right to require CONTRACTOR to
9 perform the services or provide the products in conformance with the terms of the
10 Agreement at no additional cost to CAP. When the services to be performed or the
11 products to be provided are of such nature that the difference cannot be corrected, CAP
12 shall have the right to: (1) require CONTRACTOR immediately to take all necessary
13 steps to ensure future performance in conformity with the terms of the Agreement; and/or
14 (2) reduce the Agreement price to reflect the reduced value of the services performed or
15 products provided. CAP may also terminate this Agreement for default and charge to
16 CONTRACTOR any costs incurred by CAP because of CONTRACTOR'S failure to
17 perform.

18 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to
19 ensure proper performance under this Agreement; and shall permit a CAP
20 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under
21 this Agreement at any time upon reasonable notice to CONTRACTOR.

22
23 **9. Independent Contractor/Employment Eligibility**

24 **9.1** CONTRACTOR is, for purposes relating to this Agreement, an
25 independent contractor and shall not be deemed an employee of the County of Riverside
26 or CAP. It is expressly understood and agreed that CONTRACTOR (including its
27 employees, agents and subcontractors) shall in no event be entitled to any benefits to
28 which CAP employees are entitled, including but not limited to overtime, any retirement

1 benefits, worker's compensation benefits, and injury leave or other leave benefits. There
2 shall be no employer-employee relationship between the parties, and CONTRACTOR
3 shall hold CAP harmless from any and all claims that may be made against CAP based
4 upon any contention by a third party that an employer-employee relationship exists by
5 reason of this Agreement. It is further understood and agreed by the parties that
6 CONTRACTOR in the performance of this Agreement is subject to the control or direction
7 of CAP merely as to the results to be accomplished and not as to the means and methods
8 for accomplishing the results.

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

19
20 **10. Subcontract for Work or Services**

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

26
27 **11. Disputes**

28 **11.1** The parties shall attempt to resolve any disputes amicably at the working

1 level. If that is not successful, the dispute shall be referred to the senior management of
2 the parties. Any dispute relating to this Agreement which is not resolved by the parties
3 shall be decided by the Contracting Officer who shall furnish the decision in writing. The
4 decision of the Contracting Officer shall be final and conclusive unless determined by a
5 court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so
6 grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed
7 diligently with the performance of this Agreement pending the resolution of a dispute.

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

14
15 **12. Licensing and Permits**

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

24
25 **13. Data Security**

26 **13.1 Definitions:** Capitalized terms used herein shall have the meanings set
27 forth in this Paragraph 13.

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

4 "Authorized Persons" means (i) Authorized Employees; and (ii) CONTRACTOR'S
5 subcontractors, agents, and auditors who have a need to know or otherwise access
6 Personal Information to enable CONTRACTOR to perform its obligations under this
7 Agreement, and who are bound in writing by confidentiality obligations sufficient to
8 protect Personal Information in accordance with the terms and conditions of this
9 Agreement.

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

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

27 **13.2 Standard of Care:**
28

1 **A.** CONTRACTOR acknowledges and agrees that, in the course of its
2 engagement by CAP, CONTRACTOR may receive or have access to Personal
3 Information. CONTRACTOR shall comply with the terms and conditions set forth in this
4 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure
5 of such Personal Information and be responsible for the unauthorized collection, receipt,
6 transmission, access, storage, disposal, use and disclosure of Personal Information
7 under its control or in its possession by all Authorized Employees/Authorized Persons.
8 CONTRACTOR shall be responsible for, and remain liable to, CAP for the actions and
9 omissions of all Authorized Persons that are not Authorized Employees concerning the
10 treatment of Personal Information as if they were CONTRACTOR'S own actions and
11 omissions.

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

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

- 18 (i) keep and maintain all Personal Information in strict confidence, using such
19 degree of care as is appropriate to avoid unauthorized access, use or disclosure;
20 (ii) use and disclose Personal Information solely and exclusively for the purposes
21 for which the Personal Information, or access to it, is provided pursuant to the
22 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,
23 or otherwise disclose or make available Personal Information for
24 CONTRACTOR'S own purposes or for the benefit of anyone other than CAP, in
25 each case, without CAP'S prior written consent; and
26 (iii) not, directly or indirectly, disclose Personal Information to any person other
27 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third
28 Party"), without express written consent from CAP, unless and to the extent

1 required by government authorities or as otherwise to the extent expressly
2 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts
3 to notify CAP before such disclosure or as soon thereafter as reasonably possible;
4 and (ii) require the Unauthorized Third Party that has access to Personal
5 Information to execute a written agreement agreeing to comply with the terms and
6 conditions of this Agreement relating to the treatment of Personal Information.

7 **13.3 Information Security:**

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

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

1 **14. Non-Discrimination**

2 CONTRACTOR shall not discriminate in the provision of services, allocation of
3 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic
4 group identification, race, religious creed, color, national origin, ancestry, physical
5 handicap, medical condition, marital status or sex in the performance of this Agreement;
6 and, to the extent they shall be found to be applicable hereto, shall comply with the
7 provisions of the California Fair Employment Practices Act (commencing with Section
8 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the
9 Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable
10 laws or regulations.

11
12 **15. Records and Documents**

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

20
21 **16. Confidentiality**

22 **16.1** CONTRACTOR shall not use for personal gain or make other improper use
23 of privileged or confidential information which is acquired in connection with this
24 Agreement. The term "privileged or confidential information" includes but is not limited to:
25 unpublished or sensitive technological or scientific information; medical, personnel, or
26 security records; anticipated material requirements or pricing/purchasing actions; CAP
27 information or data which is not subject to public disclosure; CAP operational procedures;

1 and knowledge of selection of contractors, subcontractors or suppliers in advance of
2 official announcement.

3 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and
4 other identifying information concerning persons receiving services pursuant to this
5 Agreement, except for general statistical information not identifying any person.
6 CONTRACTOR shall not use such information for any purpose other than carrying out
7 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly
8 transmit to CAP all third-party requests for disclosure of such information. CONTRACTOR
9 shall not disclose, except as otherwise specifically permitted by this Agreement or
10 authorized in advance in writing by CAP, any such information to anyone other than CAP.
11 For purposes of this Paragraph 16, identity shall include, but not be limited to, name, date
12 of birth, social security number, symbol, identifying number, or other identifying particulars
13 assigned to the individual, such as finger or voice print or a photograph.

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

24
25 **17. Administration/Contract Liaison**

26 The Director or designee, shall administer this Agreement on behalf of CAP and
27 is authorized to take any and all actions on behalf of CAP as set forth herein and to
28 terminate services in accordance with Paragraph 5 of this Agreement. Whenever a

1 reference is made herein to an action or approval to be undertaken by CAP, the Director
2 or designee, is authorized to act unless this Agreement specifically provides otherwise.

3
4 **18. Notices**

5 All correspondence and notices required or contemplated by this Agreement shall
6 be delivered to the respective parties at the addresses set forth below, or at such other
7 address provided by a party in writing, and are deemed submitted one (1) day after their
8 deposit in the United States Mail, postage prepaid:

9 **CAP**

10 Community Action Partnership - Riverside
11 2038 Iowa Avenue Ste. B-102 Riverside, CA 92507
12 Attention: Executive Director

13 **CONTRACTOR**

14 Attention: Executive Director

15 **19. Force Majeure**

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

22 **20. EDD Reporting Requirements**

23 In order to comply with child support enforcement requirements of the State of
24 California, CAP may be required to submit a Report of Independent Contractor(s) form
25 **DE 542** to the Employment Development Department ("EDD"). CONTRACTOR agrees
26 to furnish the required data and certifications to the CAP within 10 days of notification of
27 award of Agreement when required by the EDD. This data will be transmitted to
28 governmental agencies charged with the establishment and enforcement of child support

1 orders. Failure of CONTRACTOR to timely submit the data and/or certificates required
2 may result in the contract being award to another CONTRACTOR. In the event a contract
3 has been issued, failure of CONTRACTOR to comply with all federal and state reporting
4 requirements for child support enforcement or to comply with all lawfully served Wage
5 and Earnings Assignments Orders and Notice of Assignment shall constitute a material
6 breach of the Agreement. If CONTRACTOR has any questions concerning this reporting
7 requirement, please call (916) 657-0529. CONTRACTOR should also contact its local
8 Employment Tax Customer Service Office listed in the telephone directory in the State
9 Government section under "Employment Development Department" or access their
10 Internet site at www.edd.ca.gov.

11
12 **21. Hold Harmless/Indemnification**

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

27 **21.2** With respect to any action or claim subject to indemnification herein by
28 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of

1 its own choice and shall have the right to adjust, settle, or compromise any such action
2 or claim without the prior consent of CAP; provided, however, that any such adjustment,
3 settlement or compromise in no manner whatsoever limits or circumscribes
4 CONTRACTOR'S indemnification of CAP and the Indemnified Parties.

5 **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when
6 CONTRACTOR has provided to CAP the appropriate form of dismissal (or similar
7 document) relieving CAP from any liability for the action or claim involved.

8 **21.4** The specified insurance limits required in this Agreement shall in no way
9 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless CAP,
10 the County of Riverside and Indemnified Parties.

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

16
17 **22. Insurance**

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

26 **A. Workers' Compensation:**

27 If the CONTRACTOR has employees as defined by the State of California, the
28

1 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
2 (Coverage A) as prescribed by the laws of the State of California. Policy shall
3 include Employers' Liability (Coverage B) including Occupational Disease with
4 limits not less than \$1,000,000 per person per accident. The policy shall be
5 endorsed to waive subrogation in favor of CAP.

6 **B. Commercial General Liability:**

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

15 **C. Vehicle Liability:**

16 If vehicles or mobile equipment are used in the performance of the obligations
17 under this Agreement, then CONTRACTOR shall maintain liability insurance for all
18 owned, non-owned or hired vehicles so used in an amount not less than
19 \$1,000,000 per occurrence combined single limit. If such insurance contains a
20 general aggregate limit, it shall apply separately to this agreement or be no less
21 than two (2) times the occurrence limit. Policy shall name the CAP as Additional
22 Insureds.
23

24 **D. Professional Liability:**

25 If required, CONTRACTOR shall maintain Professional Liability Insurance
26 providing coverage for the CONTRACTOR'S performance of work included within
27 this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence
28 and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability

1 Insurance is written on a claims made basis rather than an occurrence basis, such
2 insurance shall continue through the term of this Agreement and CONTRACTOR
3 shall purchase at his sole expense either:

- 4 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or
- 5 2) Prior Dates Coverage from new insurer with a retroactive date back to
6 the date of, or prior to, the inception of this Agreement; or,
- 7 3) Demonstrate through Certificates of Insurance that CONTRACTOR has
8 maintained continuous coverage with the same or original
9 insurer. Coverage provided under items; 1), 2) or 3) will continue as long
10 as the law allows.

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

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

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

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

1 primary insurance, and CAP'S insurance and/or deductible and/or self-
2 insured retentions' or self-insured programs shall not be construed as
3 contributory.

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

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

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

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

19
20 **23. General**

21 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,
22 whether by operation of law or otherwise, without the prior written consent of CAP.

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

1 **23.3** In the event CONTRACTOR receives payment under this Agreement
2 which is later disallowed by CAP for nonconformance with the terms of the Agreement,
3 CONTRACTOR shall promptly refund the disallowed amount to CAP on request; or at
4 its option, CAP may offset the amount disallowed from any payment due to
5 CONTRACTOR.

6 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services
7 or products unless specifically stated in the Agreement.

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

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

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

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

25 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,
26 safety and health ordinances, statutes, or regulations, which apply to performance under
27 this Agreement.

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1 **23.10** CONTRACTOR shall comply with all requirements of the Occupational
2 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
3 Department of Labor and the State of California (Cal/OSHA).

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

11
12 **24. Requirements for Working with Clients and Minors**

13 **24.1 Personnel Disclosure.** The CONTRACTOR agrees to maintain and make
14 available to CAP, a current list of personnel that are providing services under this
15 Agreement who have contact with minors or adult clients.

16 The list shall include:

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

23 CAP, in its sole and absolute discretion, shall have the ability to deny any person
24 on the CONTRACTOR'S list that has been convicted of any crimes involving sex, drugs,
25 or violence, or who has a substantiated report(s) of child abuse, as defined in Penal
26 Code 11165.12, who has direct contact with minors or adult clients, from all further
27 contact with CAP clients. CAP shall notify the CONTRACTOR in writing of any such
28

1 person denied, but to protect their confidentiality, may not be able to disclose the
2 reason(s) for the denial.

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

5 **24.2 Child Abuse Reporting.** The CONTRACTOR shall establish a procedure
6 acceptable to CAP to ensure that all employees, volunteers, consultants, subcontractors
7 or agents performing services under this Agreement report child abuse or child neglect
8 to a child protective agency as defined in Penal Code, Section 11166.

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

19 **24.4 Trafficking in Person(s).** CONTRACTOR must comply with the Trafficking
20 Victims Protection Act of 2000 (Sec. 106(g), as amended 22 U.S.C. 7104). As a recipient
21 of this award, CONTRACTOR affirms that its employees, sub-recipients and sub-
22 recipient's employees shall not:

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

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

26 or

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

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

CONTRACTOR:

_____, a California
non-profit corporation

10 By: _____
11 Heidi Marshall
12 Director

By: _____
<TITLE>

13 Dated: _____
14

Dated: _____

15
16 **APPROVED AS TO FORM:**

17 Gregory P. Priamos
18 County Counsel

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

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EXHIBIT A
SCOPE OF SERVICES

[NAME], a California non-profit corporation, (“CONTRACTOR”) shall provide the following services to Community Action Partnership (“CAP”) throughout Riverside County as required in that certain Professional Services Agreement for <ENTER CSBG CARES PROGRAM>, (“Agreement”).

FUNDING INITIATIVE: 2020 <ENTER PROGRAM> 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
Outcome(s)/Program Indicator(s)
1.
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3.