

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



ITEM: 3.20
(ID # 18276)

MEETING DATE:

Tuesday, February 08, 2022

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Professional Service Agreements with Special Services for Groups, Inc., Council on American-Islamic Relations-Los Angeles, El Sol Neighborhood Educational Center, Prevention Institute, Starting Over Inc., and Vision y Compromiso to Address COVID-19 Health Disparities Among High Risk and Under-served Populations Without Seeking Competitive Bids for Effective Dates from June 1, 2021 and Terminating by June 30, 2023, All Districts. [Total cost \$7,542,246; up to \$377,112 in Additional Compensation] 100% Federal Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreements with Special Services for Groups, Inc., Council on American-Islamic Relations-Los Angeles, El Sol Neighborhood Educational Center, Prevention Institute, Starting Over Inc., and Vision y Compromiso to address COVID-19 health disparities among high risk and underserved populations without seeking competitive bids for a total aggregate amount of \$7,542,246 for effective dates from June 1, 2021 and terminating by June 30, 2023; and authorize the Chair of the Board to sign the agreements on behalf of the County;
2. Authorize the Chair of the Board to sign the Agreements on behalf of the County; and
3. Authorize the Director of Public Health or designee, or the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that exercise the options of the agreement including modifications to the statement of work that stay within the intent of the agreements; make a non-monetary extension to the performance period if allowed in the Agreement; and make modifications to the budget and/or sign amendments to the compensation provisions that do not exceed the sum total of five percent (5%) annually.

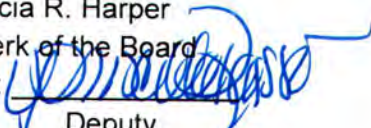
ACTION: Policy


Kim Saruwatari, Director of Public Health 1/28/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez seconded by Supervisor Spiegel 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: February 8, 2022
xc: RUHS-PH

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$2,997,343	\$4,544,903	\$7,542,246	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Coronavirus disease 2019 (COVID-19) has disproportionately affected populations placed at higher risk and who are medically underserved, including racial and ethnic minority groups, and people living in rural communities. These groups have disproportionate rates of chronic diseases that increase the severity of COVID-19 infection, and they might experience barriers to accessing testing, treatment, or vaccination against the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which causes COVID-19.

Riverside University Health System – Public Health (RUHS-PH) has been awarded more than \$151 million in COVID-19 funding to enhance infrastructure and capacity, vaccination, mitigation and address health disparities among high-risk and underserved populations, including racial and ethnic minority populations and rural communities. To address health inequities among these populations, RUHS-PH is collaborating with County agencies such as Emergency Management Department, Housing, Homelessness Prevention & Workforce Solutions and Riverside University Health System – Behavioral Health. Additionally, RUHS-PH is contracting with the following community-based organizations within Riverside County to accomplish the strategies outlined below:

- **Special Services for Groups, Inc. (in collaboration with Asian American Task Force)** will address COVID-19-related disparities in Riverside County's underserved Asian American (AA) communities by: (1) mobilizing partners to advance health equity and address social determinants of COVID-19 related health; and (2) increase/improve data collection and reporting for populations disproportionately affected by COVID-19.
- **Council on American-Islamic Relations-Los Angeles (CAIR-LA)** will lead the outreach efforts to the diverse Muslim community, estimated at about 100,000 individuals, by assisting with the development of community-based infrastructure and capacity. This will be critical in advancing health equity, addressing social determinants of health as it relates to COVID-19, and providing equitable access to critical COVID-19 testing, personal protective equipment (PPE), vaccination, and other wrap-around and supportive services.

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- **El Sol Neighborhood Educational Center (El Sol)** will work to develop a *COVID-19 Resilience and Recovery Program (CRRP)*. The CRRP includes building the capacity of 8-10 community-based organizations (CBOs) and 30 Community Health Workers (CHWs) to deploy culturally and linguistically responsive community-based groups that will focus on resilience, recovery, emotional healing, and wellness for Riverside County residents seeking services.
- **Prevention Institute** will provide technical assistance and strategic planning services to Public Health and community partners. With these efforts, PI will be able to provide an organizing structure and framework with a public health approach to advance health equity and racial justice throughout the County.
- **Starting Over Inc.** will provide outreach and linkages to care for at-risk populations (e.g. formerly incarcerated populations and unsheltered individuals) for COVID-19 prevention and response efforts.
- **Vision y Compromiso (VyC)** will advance health equity and help to strengthen the public health infrastructure and capacity to address COVID-19 related health disparities in underserved and disproportionately impacted Latinx communities in East and West Riverside County, with a particular focus on Spanish- and Purepecha-speaking individuals in desert and rural regions of the County. VyC will continue to support local promotoras, trusted leaders in their communities, to conduct COVID-19 outreach and education, distribute PPE, navigate Riverside County residents to COVID-19 testing and vaccination, and community resources as needed to mitigate the spread of COVID-19. Additionally, to expand these efforts, VyC will train more promotoras, parents, and other resident volunteers as leaders who are prepared to engage with RUHS-PH to ensure equitable access to critical COVID-19 services, implement community-based programs to increase social support and help address social determinants of health that have contributed to longstanding health disparities.

Impact on Residents and Businesses

The strategies to be implemented through this funding are aimed at building infrastructures that both address disparities in the current COVID-19 pandemic and set the foundation to address future responses. By increasing health equity among high-risk and/or medically underserved county residents, including racial and ethnic minority groups and people living in rural communities, RUHS-PH and community partners seek to reduce the burden that chronic diseases have on the health care system.

Additional Fiscal Information

Funds will be distributed as follows:

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Vendor	FY21/22	FY22/23	Total
Special Services Group (Asian America Task Force)	\$1,000,000	\$1,000,000	\$2,000,000
Council on American-Islamic Relations - Los Angeles (CAIR-LA)	\$185,009	\$188,877	\$373,886
El Sol Neighborhood Educational Center (El Sol)	\$656,498	\$1,343,502	\$2,000,000
Prevention Institute	\$164,271	\$579,898	\$744,169
Starting Over Inc.	\$300,000	\$ -	\$300,000
Vision y Compromiso	\$691,565	\$1,432,626	\$2,124,191
TOTAL	\$2,997,343	\$4,544,903	\$7,542,246

Contract History and Price Reasonableness

On September 21, 2021, the Board of Supervisors ratified and approved Item No. 3.18, accepting six (6) COVID-19 funding awards in the amount of \$151,864,526 to RUHS-PH to enhance infrastructure and capacity, vaccination, mitigation and address health disparities among high-risk and underserved populations, including racial and ethnic minority populations and rural communities.

Funding from Centers for Disease Control and Prevention National Initiative was allocated for eligible activities to reduce COVID-19 related health disparities among higher risk, underserved areas, including racial and ethnic minority groups and people living in rural communities. Approximately 53% of this funding must go to community and/or faith-based organizations.

The selection of these agencies to provide services was based on several key requirements such as experience working in Riverside County to meet community needs, expertise in providing outreach and linkages to high risk and underserved populations, and capacity. After researching more than 30 organizations, RUHS-PH found these agencies most qualified to reach those populations disproportionately affected due to a number of factors.


RUHS-PH is requesting approval of these agreements due to the nature of the services and limited number of organizations able to meet the County's specified requirements.

ATTACHMENTS:

- A. Professional Service Agreements
 - a. 22-030 – Special Services for Groups
 - b. 22-035 – CAIR-LA

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- c. 22-037 – El Sol Neighborhood Educational Center
 - d. 22-036 – Prevention Institute
 - e. 22-017 – Starting Over, Inc.
 - f. 22-038 – Vision y Compromiso
- B. Single Source Justifications
- a. Special Services for Groups, Inc.
 - b. CAIR-LA
 - c. El Sol Neighborhood Educational Center
 - d. Prevention Institute
 - e. Starting Over, Inc.
 - f. Vision y Compromiso


Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

1/28/2022


Jacqueline Ruiz, Sr. Management Analyst

2/2/2022


Gregory L. Priamos, Director County Counsel

2/2/2022

PROFESSIONAL SERVICE AGREEMENT

for

CDC HEALTH EQUITY GRANT

between

COUNTY OF RIVERSIDE

and

SPECIAL SERVICE FOR GROUPS, INC.



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This Agreement made and entered into this ____ day _____, 2022, by and between SPECIAL SERVICE FOR GROUPS, INC., a California non-profit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on June 1, 2021, and continues in effect through May 31, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed TWO MILLION DOLLARS (\$2,000,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex

in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR 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 CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public

Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS- Public Health

Procurement and Logistics
4065 County Circle Dr.
Riverside Ca 92503
ATTE: Contracts Unit
Ph-contracts@ruhealth.org

CONTRACTOR

SPECIAL SERVICE FOR GROUPS, INC.

905 East 8th St.
Los Angeles Ca 90021

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders

and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. As respects to the

insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

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

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

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


23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 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 FOLLOW NEXT PAGE]

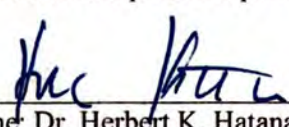
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: 
Name: Jeff Hewitt
Title: Chair of the Board of Supervisors

Dated: FEB 08 2022

SPECIAL SERVICE GROUPs, INC., a
California non-profit corporation

By: 
Name: Dr. Herbert K. Hatanaka
Title: Executive Director

Dated: 1-24-2022

ATTEST:

Kecia Harper, Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Esen Sainz
Esen Sainz,
Deputy County Counsel

EXHIBIT A**SCOPE OF SERVICE****PURPOSE:**

In response to a Centers for Disease Control national initiative grant, RUHS-Public Health proposes to dedicate funding to Special Service for Groups- Asian Pacific Communities Treatment Centers (CONTRACTOR) in partnership with Asian-American Task Force (AATF) as the lead agency for programming that addresses COVID-19-related disparities in Riverside's underserved AAPI communities. These programs will directly address two overarching strategies: (1) Mobilize partners to advance health equity and address social determinants of COVID-19 related health; and (2) Increase/improve data collection and reporting for populations disproportionately affected by COVID-19.

CONTRACTOR will issue subcontracts for community-based organizations serving Riverside County to provide COVID-19 outreach, education, and health navigation services to Asian American Pacific Islander (AAPI) communities most impacted by the coronavirus. The goal is to reduce the disproportionate impact of COVID-19 by supporting community partners and residents in areas where health disparities from COVID-19 and other social determinants of health persist.

CONTRACTOR will provide training to subcontractors' staff on COVID-19 outreach and education materials and community resources. CONTRACTOR will monitor subcontractors' activities and provide the necessary technical assistance, project updates, and resources, including any needed translated materials.

The program term will be from June 1, 2021 to May 31, 2023.

Subcontractors' scope of work will include:**Strategy 4, Activity 11**

1. Hiring, overseeing and supervising/training a minimum of 1 FTE Community Health Workers/Navigators (CHW) for the project duration. May consider hiring multiple part-time CHWs totaling 1 FTE.
 - Ensure each CHW attends the training provided by CONTRACTOR and encourage its CHWs to participate in appropriate additional trainings to increase their overall CHW knowledge and skills; Ensure that each CHW hired following the initial training by CONTRACTOR will receive training either from CONTRACTOR or from the subcontractor's trained supervisor.
2. Conduct in-person, virtual and social media public health outreach and education to AAPI community sites (e.g., churches, temples, cultural centers, community centers, organizations) targeting COVID-19 safety protocols, vaccination, and other health-related issues (e.g., nutrition, physical activity) that reduce risk of severe COVID-19.

3. Conduct in-person, virtual, and social media outreach and education to AAPI community sites targeting mental illness, suicide, anxiety, and stress including coping strategies for anti-Asian discrimination/hate. Subcontractor agency may partner with CONTRACTOR's Community Mental Health Promotion Program (CMHPP) to conduct mental health awareness workshops in the community.
4. Contact individual community members through in-person, telephone, or other virtual methods to provide additional COVID-19 outreach, education and linkage to physical and mental health resources, including RUHS health/behavioral health services, available FQHC services, SSG-Riverside Counseling Center, COVID-19 testing and vaccination resources, etc.
5. Assist AAPI individuals who test positive with COVID-19 to seek necessary county resources and services (e.g., health, housing).
6. Outreach, education, health navigation goals for the term of the program:
 - 1,000 individual contacts/interactions through outreach and education about COVID-19 through community events, workshops, etc (approximately 500 per year)
 - 2,000 hits through social media, including Facebook, Twitter, Instagram, WeChat, etc, subcontractor's website, subcontractor's newsletter or any other social media activity (approximately 1,000 per year)
7. Subcontractor will sustain outreach and education efforts for the AAPI communities upon conclusion of the grant, and rapidly respond in concert with RUHS-PH to future pandemics with information, education, and outreach to prevent widespread outbreaks, fear, and misinformation within the AAPI communities.
8. Participate in the development/implementation of a strong AAPI community advisory group that includes numerous AAPI community organizations, RUHS-PH and Behavioral Health, health care providers, managed care organizations, and other county entities (e.g., Department of Social Services, Department of Rehabilitation). This is essential to implementing public health efforts quickly and efficiently in the AAPI communities during future viral outbreaks, informing and supporting county health and mental health programs, and expanding the outreach and engagement of AAPI community members in RUHS services.
9. Subcontractor may be invited to participate in other AAPI coalitions (e.g., Asian American Task Force), to further the above-stated goal(s).
10. Subcontractor will participate in required meetings with CONTRACTOR and other subcontractors to coordinate efforts and monitor activities.

Strategy 2, Activity 9

1. Conduct API Needs Assessment Surveys, including interviewing API residents to gather basic health related information, to capture important data on testing, exposure, infection, vaccination, and associated COVID-19 health outcomes and discrimination in API communities. In addition, examine RUHS administrative data to identify health characteristics of AA patients/clients in

Riverside.

2. Conduct geospatial mapping to characterize the COVID-19 health needs and characteristics of Riverside AA communities given the complete lack of basic County data including where AAs are located.
3. Develop community-supported principles and resources to disseminate culturally and linguistically responsive health equity-related data. These resources will take the form of culturally responsive materials, forums, and social media messaging (e.g., building a social media page) in partnership with Asian-American community health workers and our community partners.

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EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

1. BUDGET

Personnel	FTE	Median Salary	Yr 1	Yr 2	Total	Comments	New Staff ?
Program Director	0.2	\$ 62.00	\$ 25,792.00	\$ 25,792.00	\$ 51,584.00	Oversee overall project implementation, contract compliance, budget monitoring; responsible for staff hiring and performance evaluations; liaison with RUHS-PH, AATF, AAPI advisory groups	No
Project Coordinator	1	\$ 35.54	\$ 73,923.20	\$ 73,923.20	\$ 147,846.40	Coordinate subcontractor activities and staff training; oversee and support project staff activities; coordinate with RUHS-PH on contract implementation; collaborate with AATF, AAPI advisory groups	Yes

Filipino Therapist	0.2	\$ 30.38	\$ 12,638.08	\$ 12,638.08	\$ 25,276.16	Conduct support groups to Filipino community to address effects of pandemic and anti-Asian hate.	No
Chinese Therapist	0.2	\$ 30.38	\$ 12,638.08	\$ 12,638.08	\$ 25,276.16	Conduct support groups to Chinese community to address effects of pandemic and anti-Asian hate.	No
Korean Therapist	0.2	\$ 30.38	\$ 12,638.08	\$ 12,638.08	\$ 25,276.16	Conduct support groups to Korean community to address effects of pandemic and anti-Asian hate.	Yes
Executive Assistant	0.1	\$ 33.51	\$ 6,970.08	\$ 6,970.08	\$ 13,940.16	Assist program director, project director and other project staff with administrative tasks of the project	No
Total Salary			\$ 144,600.00	\$ 144,600.00	\$ 289,199.00		
Benefits at 30.01%			\$ 43,394.00	\$ 43,394.00	\$ 86,789.00		
TOTAL PERSONNEL			\$ 187,994.00	\$ 187,994.00	\$ 375,988.00		

Travel/Mileage			\$ 7,200.00	\$ 7,200.00	\$ 14,400.00	Staff's mileage for doing outreach, providing workshops and support groups in the AAPI communities.	
Equipment			\$ 0	\$ 0	\$ 0	No need to purchase equipment.	
Total Equipment			\$ 0	\$ 0	\$ 0		
Supplies/Operating							
Community facility fees			\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	Facility fee to conduct community outreach, education workshops, support groups in accessible locations to the community. Estimate \$200 x 6 facilities/year.	
Office supplies			\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	Paper, printer ink/toner, Manila folders, envelopes, binders, stapler, paperclips, pens, markers, outreach carrying carts, PPEs for staff - masks, hand sanitizer, etc.	

Printing/Promotional Items			\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	Flyers, educational handouts, posters, promotional items for outreach, education workshops, support groups. Promotional items may include incentives and/or small agency promotion items such as pens, reusable grocery bags with agency contact info	
Wellness Kits			\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	PPEs, wellness kits for community members to practice safety and health-promoting behaviors. Promotional items may include incentives and/or small agency promotion items such as pens, reusable grocery bags with agency contact info.	

Meeting expenses			\$ 3,840.00	\$ 3,840.00	\$ 7,680.00	Refreshments for in-person education/support groups on coping with stress, anti-AAPI hate, grief and loss; sharing refreshments as a form of cultural connection	
Trainings			\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	Trainings and training materials that enhance staff's knowledge of subject matter, such as pandemic impact on mental health, addressing impact of AAPI hate, etc.	
Translation (materials)			\$ 8,400.00	\$ 8,400.00	\$ 16,800.00	Translation of materials in Chinese, Korean, Tagalog, and Samoan. 4 languages	
Media/Social Media promotion			\$ 25,856.50	\$ 25,856.50	\$ 51,713.00	PSA in 4 languages, Radio, TV, FB and newspaper promotions.	
Total Supplies/ Operating			\$ 63,896.50	\$ 63,896.50	\$ 127,793.00		
Contractual / Subcontractor							

Dr. Andy Subica (AATF co-chair)			\$ 250,000.00	\$ 250,000.00	\$ 500,000.00	Data mapping, data collection, needs assessment, focus groups; Staffing costs including 1 FTE post doctoral research fellow working with Dr. Subica, plus overhead and supplies	
Filipino (AATF member agency)			\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	1 FTE Community Health Worker/Health Navigator to conduct outreach and education groups; Part-time project supervisor; plus overhead and supplies	
Chinese (AATF member agency)			\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	1 FTE Community Health Worker/Health Navigator to conduct outreach and education groups; Part-time project supervisor; plus overhead and supplies	
Korean			\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	1 FTE Community Health Worker/Health Navigator to conduct outreach and education groups; Part-time project supervisor; plus overhead and supplies	

Native Hawaiian/Pacific Islander			\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	1 FTE Community Health Worker/Health Navigator to conduct outreach and education groups; Part-time project supervisor; plus overhead and supplies	
Total Contractual			\$ 650,000.00	\$ 650,000.00	\$1,300,000.00		
Other							
			\$ 0	\$ 0	\$ 0		
Total Other			\$ 0	\$ 0	\$ 0		
Total Direct Charges			\$ 909,091.00	\$ 909,091.00	\$1,818,181.00		
Indirect 10%			\$ 90,909.00	\$ 90,909.00	\$ 181,818.00	Indirect will cover admin, fiscal, human resources, rent, utilities, accounting etc.	
TOTAL ESTIMATE			\$1,000,000.00	\$1,000,000.00	\$2,000,000.00		

INVOICE

A. CONTRACTOR shall invoice monthly in arrears.

B. For this Agreement, send invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513

Or

RIVCOPH-AP@ruhealth.org

C. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #22-030; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

2. **MAXIMUM:**

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed TWO MILLION dollars (\$2,000,000) including all expenses.

/// //// ///

Signature: Esen Sainz
Esen Sainz (Jan 27, 2022 10:17 PST)

Email: esainz@rivco.org

22-030 SSG_VendorSignedContract_1.24.22

Final Audit Report

2022-01-27

Created:	2022-01-27
By:	Teresa Diez (tdiez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuYJQqHpAETUE79ZE4hEFyD2Dz8CRiDAk

"22-030 SSG_VendorSignedContract_1.24.22" History



Document created by Teresa Diez (tdiez@ruhealth.org)

2022-01-27 - 5:37:45 PM GMT - IP address: 158.61.0.90



Document emailed to Esen Sainz (esainz@rivco.org) for signature

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Email viewed by Esen Sainz (esainz@rivco.org)

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Document e-signed by Esen Sainz (esainz@rivco.org)

Signature Date: 2022-01-27 - 6:17:37 PM GMT - Time Source: server- IP address: 158.61.0.90



Agreement completed.

2022-01-27 - 6:17:37 PM GMT



Adobe Sign

PROFESSIONAL SERVICE AGREEMENT

for

**COMMUNITY-BASED PARTICIPATORY RESEARCH ON IMPACT OF COVID-19 PANDEMIC
ON PHYSICAL AND MENTAL HEALTH**

between

COUNTY OF RIVERSIDE

and

COUNCIL ON AMERICAN-ISLAMIC RELATIONS, CALIFORNIA



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This Agreement made and entered into this ____ day of _____, 2022, by and between COUNCIL ON AMERICAN-ISLAMIC RELATIONS, CALIFORNIA, a California non-profit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective June 1, 2021, and continues in effect through May 31, 2023, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed THREE HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (\$373,886) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section

shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall

have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that

other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR 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 CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS- Public Health Department
Procurement And Logistics
4065 County Circle Dr.
Riverside Ca 92503
ATTE: Contracts Unit

CONTRACTOR

Council on American- Islamic Relations of
California
2181 W. Crescent ave. Suite F
Anaheim Ca 92801

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

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

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

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

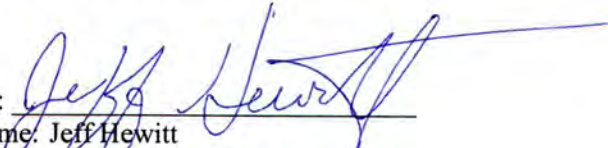
23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended

by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 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.


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

By: 
Name: Jeff Hewitt
Title: Chair, Board of Supervisors

Dated: FEB 08 2022

**COUNCIL ON AMERICAN-ISLAMIC
RELATIONS, CALIFORNIA**, a California
non-profit corporation

By: 
Name: Hussam Ayloush
Title: CEO and Executive Director

Dated: 1/27/2022

ATTEST:

Kecia Harper, Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Esen Sainz,
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

Timeline

June 1, 2021, to May 31, 2023

Summary of Services

CONTRACTOR will outreach to Muslim individuals within Riverside County, with a special focus on the following communities: African American, Middle Eastern and North African (MENA), South Asian, Asian American Pacific Islander, and Latinx.

CONTRACTOR will lead the outreach efforts to the diverse Muslim community by assisting with the development of community-based infrastructure and capacity. This will be critical in advancing health equity, addressing social determinants of health as it relates to COVID-19, and providing equitable access to critical COVID-19 testing, Personal Protective Equipment (“PPE”), vaccination, and other wrap-around and supportive services. CONTRACTOR will achieve this by working with COUNTY to establish culturally and linguistically effective outreach strategies, a COVID-19 impacts listening campaign and townhall, and by collaborating with key Muslim institutions, Islamic centers, and small businesses in Riverside County.

Scope of Work

For a total budget of \$373,886.00, CONTRACTOR will provide the following services to the COUNTY as it implements its CDC grant, between June 1, 2021, and May 31, 2023:

I. Identifying and addressing current gaps and factors that influence COVID-19-related health disparities through a collaborative approach.

A. COMMUNITY NEEDS ASSESSMENT

1. **Survey.** CONTRACTOR Programs and Organizing staff will develop a survey about the economic and public health impacts of COVID-19 in the Muslim community. CONTRACTOR will distribute these surveys with the goal of gathering information on the gaps and factors that influence COVID-19-related health disparities among Muslim residents in Riverside County. CONTRACTOR will collect 200 surveys to a diverse subset of Muslims within Riverside County, focusing our distribution on mosques, community centers, Muslim nonprofits spaces, and ethnic grocery stores.
2. **Listening Sessions.** In addition to the collection of this quantitative data, CONTRACTOR will conduct 10 in-person or virtual listening sessions with no fewer than 10 Muslim residents at each listening session in Riverside County to gather stories and identify potential leaders to partake in local action around the economic and public health impacts of COVID-19 on Muslims within Riverside.
3. **Report on Covid-19 Impact in Muslim Community.** Quantitative and qualitative data will be combined into a report on the impacts of COVID-19 in the Muslim community and will assess disproportionate impact in segments of the Muslim community as well as social

determinants of public health. The report will also identify areas for advocacy and policy change. It will be completed within 45 days of the end of the grant period.

II. Build, leverage, and expand infrastructure support for COVID-19 prevention and control within the Muslim community by facilitating equitable access to disproportionately affected populations and by disseminating culturally and linguistically responsive COVID-19 prevention communications through various channels.

A. CULTURALLY COMPETENT PUBLIC EDUCATION & OUTREACH

1. **Mosque Outreach.** CONTRACTOR will conduct outreach during Friday prayers and Holiday congregations at the 10 major mosques of the region. These mosques are in Moreno Valley, Temecula, Perris, Riverside, Corona, Hemet, and Beaumont. There are two mosques in Moreno Valley and two mosques and one prayer space in Corona. This outreach would enable CONTRACTOR to reach at least 20% of the Muslim population in the county. Outreach strategies include providing sermons, organizing information sessions, tabling, and distributing flyers at these 10 locations. CONTRACTOR will reach an additional 20% of the Muslim population in the county by replicating the above activities during the month of Ramadan at the 10 locations above. The month of Ramadan, particularly the first week and last 10 days of the month, results in the doubling of the Muslim congregation sizes at mosques within Riverside County.
2. **Local/Ethnic Media.** CONTRACTOR will also partner with local and ethnic media, local and community newspapers to develop and disseminate culturally and linguistically responsive COVID-19 information on three streaming ethnic media TV programs and on nine social media groups. This will help dispel misinformation and break the barriers to mitigation practices caused by mistrust. These combined 12 platforms reach an audience of over 50,000 individuals.
3. **Small Muslim Businesses.** CONTRACTOR will develop a list of no less than 15 important small Muslim-run businesses and partner with them to disseminate culturally and linguistically responsive COVID-19 information, largely through ethnic grocery stores and halal restaurants.
4. **Social Media.** Similarly, CONTRACTOR will develop and disseminate culturally and linguistically responsive COVID-19 information through a strategic social media and text campaign. This outreach should allow CONTRACTOR to reach 25,000 individuals through its Facebook, Instagram, Twitter, email, and text platforms.
5. **Community Fairs:** CONTRACTOR will also organize at least 3 community fairs, in partnership with RUHS, to target Muslim community members in need of free legal, health, and social services. These fairs will serve at least 50 people at each fair and will be a platform to distribute know your rights information, information on county, state, and federal health and social services programs, and other information and resources from local nonprofits to at least 150 total individuals.

III. Convene and facilitate leaders that serve the Muslim community to build community capacity and advocacy that will build power and effect systems change.

- A. Develop Mechanisms that include leaders representing racial and ethnic minority groups to inform COVID-19 and future emergency response activities.

1. **Recruit Trusted Messengers & Build Relational Networks.** During each year of the grant, CONTRACTOR will recruit at least 10 trusted messengers from some of the following cities to reach at least 100 additional community members who can serve as volunteers and members of the network CONTRACTOR is building in Riverside County: Moreno Valley, Temecula, Perris, Riverside, Corona, Hemet, and Beaumont.
2. **Relational Meetings.** Community organizers on staff will engage in relational meetings with those leaders that emerge from CONTRACTOR's 10 listening sessions, with the goal of identifying 20 community leaders to participate in local action addressing the public health and economic impacts of COVID-19 through various forms of advocacy.
3. **Training Leaders on Public Action/Advocacy.** 20 local Muslim leaders will be trained on storytelling, advocacy, and mobilization and will help organize a public forum to obtain commitments from local officials on the areas of policy change identified in CONTRACTOR's impact report through listening sessions and surveys.
4. **Public Action with Local Decision makers.** Community organizers on staff will work with leaders to host a townhall with relevant decision makers and at least 100 Muslims who reside in Riverside County to obtain commitments to local policy change identified through CONTRACTOR's listening and survey efforts.

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EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

1. BUDGET

\$373,886.00

CDC Health Equity Grant							
Personnel	FTE	Median Salary	Yr 1	Yr 2	Total	New Staff	Comments
Community Organizer or Program Coordinator	50%	\$ 63,280	\$ 31,640.00	\$ 31,640.00	\$63,280.00	Yes	Not yet hired. Job title will depend on qualifications of candidates
Outreach and Volunteer Coordinator	50%	\$ 63,280	\$ 31,640.00	\$ 31,640.00	\$63,280.00	Yes	Already hired, but after June 1st
Senior Programs and Organizing Manager	30%	\$ 94,860	\$ 28,458.00	\$ 28,458.00	\$56,916.00	Yes	Already hired, but after June 1st
Associate Program Manager	10%	\$ 74,460	\$ 7,446.00	\$ 7,446.00	\$14,892.00	Yes	Already hired, but after June 1st
Deputy Executive Director	10%	\$ 120,000	\$ 12,000.00	\$ 12,000.00	\$24,000.00	No	
Subcontractors							
Trusted Messenger (1)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (2)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (3)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (4)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (5)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (6)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		

Trusted Messenger (7)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (8)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (9)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Trusted Messenger (10)			\$ 1,500.00	\$ 1,500.00	\$3,000.00		
Total Subcontracted			\$15,000.00	\$15,000.00	\$30,000.00		
Total Salary			\$ 111,184.00	\$ 111,184.00	\$222,368.00		
Benefits			\$ 25,693.00	\$ 25,949.00	\$51,642.00		
TOTAL PERSONNEL			\$151,877.00	\$152,133.00	\$304,010.00		
Supplies							
Includes costs for mileage reimbursement, printing expenses, social media marketing costs, rental space at community fairs			\$ 9,000.00	\$ 12,108.00	\$ 21,108.00		
Total Supplies			\$ 9,000.00	\$ 12,108.00	\$ 21,108.00		
Total Direct Charges			\$ 160,877.00	\$ 164,241.00	\$ 325,118.00		
Indirect 15%			\$ 24,132.00	\$ 24,636.00	\$ 48,768.00		
TOTAL ESTIMATE			\$ 185,009.00	\$ 188,877.00	\$ 373,886.00		

2. INVOICE

Payment Schedule

- A. CONTRACTOR to invoice quarterly.
- B. CONTRACTOR will submit invoices based on billable hours and completed activities and tasks. All financial backup documentation and quarterly project reporting will be included with each invoice.
- C. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

C. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #22-035; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3. MAXIMUM:

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed THREE HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-SIX dollars (\$373,886) including all expenses.

/// //// ///

Signature: Esen Sainz
Esen Sainz (Jan 28, 2022 13:20 PST)

Email: esainz@rivco.org

22-035 CAIR LA 1.25.22 (1) (002)_partially sig

Final Audit Report


2022-01-28

Created:	2022-01-27
By:	Teresa Diez (tdiez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFDagZON5vmGnFosnaJ6mAVbj1T3joSRw


"22-035 CAIR LA 1.25.22 (1) (002)_partially sig" History

 Document created by Teresa Diez (tdiez@ruhealth.org)


2022-01-27 - 11:59:29 PM GMT - IP address: 158.61.0.90

 Document emailed to Esen Sainz (esainz@rivco.org) for signature


2022-01-28 - 0:01:03 AM GMT

 Email viewed by Esen Sainz (esainz@rivco.org)

2022-01-28 - 9:20:06 PM GMT - IP address: 158.61.0.90

 Document e-signed by Esen Sainz (esainz@rivco.org)

Signature Date: 2022-01-28 - 9:20:22 PM GMT - Time Source: server- IP address: 158.61.0.90

 Agreement completed.

2022-01-28 - 9:20:22 PM GMT

PROFESSIONAL SERVICE AGREEMENT

for

CDC HEALTH EQUITY GRANT

between

COUNTY OF RIVERSIDE

and

EL SOL NEIGHBORHOOD EDUCATIONAL CENTER



FEB 08 2022 3.20

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This Agreement made and entered into this ____ day 2022, by and between EL SOL NEIGHBORHOOD EDUCATIONAL CENTER, a California non-profit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on December 1, 2021, and continues in effect through April 30, 2023, with no option to renew, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed TWO MILLION DOLLARS (\$2,000,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex

in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR 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 CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public

Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS- Public Health

Procurement and Logistics
4065 County Circle Dr.
Riverside Ca 92503
ATTE: Contracts Unit
Ph-contracts@ruhealth.org

CONTRACTOR

**EL SOL NEIGHBORHOOD
EDUCATIONAL CENTER**

766 N. Waterman Ave.
San Bernardino Ca 92402

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders

and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. As respects to the

insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

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

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

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

23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

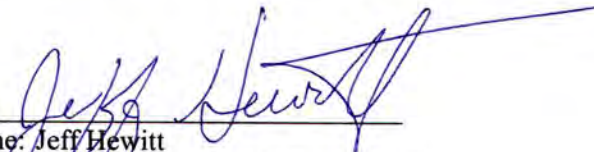
23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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


[SIGNATURE PAGE FOLLOWS]

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

**EL SOL NEIGHBORHOOD EDUCATIONAL
CENTER**, a California non-profit corporation

By: 
Name: Jeff Hewitt
Title: Chair of the Board of Supervisors
Dated: FEB 08 2022

By: 
Name: Alexander Fajardo
Title: Executive Director
Dated: 1/24/2022

ATTEST:

Kecia Harper, Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Esen Sainz
Esen Sainz,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

1. Performance Period:
December 1, 2021 – April 30, 2023

2. Goal: To improve recovery and resilience in low-income and vulnerable populations affected by the COVID-19 pandemic by developing a *COVID-19 Resilience and Recovery Program (CRRP)*, which includes building the capacity of community-based organizations (CBOs) and Community Health Workers (CHWs) to deploy culturally and linguistically responsive community-based resiliency, recovery, and wellness groups. The focus is on recovery, resilience, and emotional healing and well-being.

3. Deliverables

- 1) Develop a culturally and linguistically responsive COVID-19 Resilience and Recovery Program (CRRP)
 - a. Deliverables: CONTRACTOR will develop (1) culturally and linguistically responsive COVID-19 CRRP for low-income and vulnerable populations affected by the COVID-19 pandemic documented by trainings and program plans
 - b. Deliverables: CONTRACTOR will engage 8-10 CBOs throughout the project documented by mutual agreements
 - c. Deliverables: CONTRACTOR will develop a strong advisory group comprised of at least 8 individuals which includes community members, subject-matter experts, and other entities to guide the project implementation. This will be documented by list of members and meeting minutes.
Measurables: 80% of CBOs will be in attendance during the advisory group meetings
- 2) Develop the Resilience Program and Curriculum to be implemented in one (1), three (3), or five (5) sessions of a "Recovery or Wellness Group", depending on needs of the participants across Riverside County.
 - a. Deliverables: CONTRACTOR will develop the training modules to train 30 CHWs and 8-10 CBOs documented by the Curriculum and Training Plan
 - b. Deliverables: CONTRACTOR will develop a CHWs facilitation guide for each session
 - c. Deliverables: CONTRACTOR will develop culturally responsive outreach materials to promote the sessions documented by list of the materials developed including social media messaging
Measurables: Facilitate a total of 150 Resilience groups in the County of Riverside reaching at least 1,875 people.
Measurables: 95% of the participants will be linked to mental health or social services
Measurables: 75% of target group will indicate recovery, resilience, and emotional healing and wellbeing after participating.
Measurables: 5,000 people will be reached through social media platforms with Resilience and Recovery Messages as indicated through the number of hits.

- 3) Build capacity through training and technical assistance to 8-10 community-based organizations who will deploy the CRRP using CHWs and/or Community leaders.
 - a. Deliverables: CONTRACTOR will offer (3 half-day virtual) trainings to CBOs to provide guidance on CHWs philosophy and CRRP project documented by an agenda, attendance roster and copies of recorded trainings.
Measurables: When evaluated, 90% of CBOs will report an increased capacity and self-efficacy to successfully deploy the CRRP
 - b. Deliverables: CONTRACTOR will provide technical assistance to 8-10 CBOs documented by agendas and action plans
- 4) Train 30 Community Health Workers who will serve as Resilience Group Facilitators in which residents are enrolled in program.
 - a. Deliverables: CONTRACTOR will offer (3 half-day virtual) trainings to CHW to provide guidance on CRRP implementation and recommended practices in the community documented by attendance rosters and agendas
Measurables: When evaluated, 90% of CHW will report an increased capacity and self-efficacy to successfully deploy the CRRP

4. Timeline:

Timeline can be adjusted as needed and based on input from CONTRACTOR and RUHS-Public Health

Month	Tasks
Dec 2021 – March 2022	Internal Planning Meetings, Staff recruitment, and planning phase Advisory Group set up Develop CRRP trainings, manuals, etc. Outreach to CBOs to participate in the program
April 2022 – May 2022	Training on CRRP for CHWs and CBOs
May 2022 – March 2023	Implementation
Dec 2021 – March 2023	Evaluation and Monitoring
March 2023	Final Report

5. Reporting

Submit quarterly overview of work performed/CDC performance reporting. Quarterly reports due the 15th day of January, April, July, and October through 2023

6. Outcome Objectives

- 1) By end of project, CBOs and CHWs report 90% increased capacity and self-efficacy to successfully deploy the COVID-19 Recovery and Resilience Program.
- 2) By end of the project, CONTRACTOR and CBOs will facilitate a total of 150 Resilience groups in the County of Riverside reaching at least 1,875 people.

3)By the end of Project, 5,000 people will be reached through social media platforms with Resilience and Recovery Messages.

4)By the end of the project, 95% of the participants will be linked to mental health or social services

7. Participant Outcomes

1)Changes in knowledge, attitude, behaviors associated with COVID-19

2)Change in self-esteem, self-efficacy, and improvement in selected mental health measures, associated with COVID-19.

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EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

1. BUDGET

\$2,000,000

Personnel	FTE	Salary	Yr. 1	Yr. 2	Total	Comments	New Staff?
Executive Director	0.1	\$ 83,200	\$8,000	\$12,480	\$20,480	Will be responsible for establishing the Connection with the Community Base Organization and attend to all the County and State Public Health Department Meetings	NO
Director of Programs	0.25	\$ 68,640	\$11,550	\$17,160	\$28,710	Will oversee daily operations, leverage existing partnerships in high-need communities, provide overall project monitoring ensuring timelines are met, and meet all federal reporting	NO
Project Manager	1	\$ 52,000	\$35,000	\$52,000	\$87,000	Will oversee all of the aspect of the implementation of the project including supervise the program staff of the project	YES
Office Assistant	1	\$33,280	\$19,200	\$33,280	\$52,480	Will support all the operations of the project staff including printing materials, organizing outreach packages for CHWs and Subcontractors CBOs, ordering materials, inventory, etc	YES
Data Entry	1	\$33,280	\$19,200	\$33,280	\$52,480	Will oversee all the data entry of the CHWs activities and Subcontractor CBOs, supporting the evaluation consultant and providing report for funder and management	NO
Training Coordinator	1	\$41,600	\$24,000	\$ 41,600	\$65,600	Assisting with curriculums and coordinating logistics for trainings	NO
Training Director	0.5	\$62,400	\$36,000	\$31,200	\$67,200	Will oversee create and train El Sol CHWs and CBOs staff on training topics and provide technical assistance	NO
CHW Media support	1	\$37,440	\$25,920	\$37,440	\$63,360	Will coordinate all of the aspect for media and promotion the campaign	YES
CHW	1	\$ 35,360	\$20,400	\$35,360	\$55,760	Will recruit and facilitate the program in the community	YES
CHW	1	\$35,360	\$20,400	\$35,360	\$55,760	Will recruit and facilitate the program in the community	YES
CHW	1	\$35,360	\$20,400	\$35,360	\$55,760	Will recruit and facilitate the program in the community	YES
CHW	1	\$35,360	\$20,400	\$35,360	\$55,760	Will recruit and facilitate the program in the community	YES
CHW	1	\$35,360	\$20,400	\$35,360	\$55,760	Will recruit and facilitate the program in the community	YES

Mental Health Specialist	1	52,000	\$44,000	\$52,000	\$96,000	Will supervise the CHWs to provide all the mental coaching for the project implementation	YES
Project Quality Assurance	0.50	\$52,000	\$15,000	\$ 26,000	\$41,000	Will oversee all the contractual aspects of the contract and Subcontract CBOs agreement and will provide feedback to the management on the status of the project with areas of improvement	NO
Fiscal Analyst	1	\$ 35,360	\$22,800	\$35,360	\$58,160	Provides fiscal support to staff and subcontracts. Compiles monthly invoices for project and assist in the revision of Sub contractual CBO invoices.	NO
Training Support for CBO's	1	\$41,600	\$ -	\$41,600	\$41,600	Will support El Sol CHWs and CBOs staff on curriculum development, training topics and provide technical assistance	NO
Finance Director	0.1	\$ 62,400	\$6,000	\$6,240	\$12,240	Will oversee all the fiscal requirements for the project and oversee invoices from Sub contractual CBOs. Review, Approve and submit monthly invoice reports and prepare ongoing reports for management and CPA.	NO
					\$ -		
					\$ -		
					\$ -		
Total Salary			\$368,670	\$596,440	\$965,110		
Benefits at 23.5%			\$86,637	\$140,163	\$226,801		
TOTAL PERSONNEL			\$455,307	\$736,603	\$1,191,911		
Travel/ Training							
Training and Conference			\$1,500	\$2,500	\$4,000	Training and Conferences for workforce development	
Travel/mileage			\$3,000	\$6,000	\$9,000	Staff will be reimbursed for outreach and program. Travel is calculated at the federal reimbursed rate of \$0.56 per mile	
Total Travel/ Training			\$4,500	\$ 8,500	\$13,000		
Equipment							
Computer			\$5,950		\$5,950	7 Computers to be purchased for Program Staff	
Printers			\$2,100		\$ 2,100	3 Printers will be purchased for Office support	

Video Cameras			\$2,700		\$2,700	3 Video Camaras will be purchased to record community outreach/education and to support the creation of the Modules and Materials for the Wellness Training community	
Ipad's			\$3,000		\$3,000	5 Ipad's will be purchased for community outreach and education sessions to be used while CHWs are in the field	
Total Equipment			\$13,750	\$	\$13,750		
Supplies							
Office Supplies			\$5,419.20	\$10,560	\$15,979.20	Our department provides basic office supplies (printer paper, computer, pens, paper clips, binder clips, staplers) to each employee. Cost is estimated per month.	
Cellphones			\$1,890	\$2,100	\$3,990	Each CHWs will receive a Cellphone this cost includes monthly service per phone	
Printing			\$6,000	\$12,000	\$18,000	Flyers, Education Materials ,brochures on COVID 19 Recovery will be printed for outreach activities to educate and inform community members	
Snacks for Support Groups			\$3,000	\$6,000	\$9,000	Snacks will be served at each "Recovery or Wellness Group" with an average of \$60 for each support group for a total of 150 sessions. Providing food at a meeting can promote attendance and provide a welcoming atmosphere. Snacks will be provided and will be culturally sensitive. We aim to create a connection among participants in order to facilitate a trusting place which is essential to any the healing group. Snacks will be at a reasonable price and in line with Public Health's procurement policies.	
Support Groups Materials			\$16,000	\$22,500	\$38,500	Toolkit will be printed for participants (Workbooks, tips, healing plans, stress checking, etc)	
					\$		
					\$		
					\$		
Total Supplies			\$32,309	\$ 53,160	\$85,469		
Contractual / Subcontractors							
Evaluators			\$10,000	\$70,000	\$80,000	This position will create and support all the project evaluation tools and create report for El Sol and funder	
CBOS			\$50,000	\$265,000	\$315,000	3 CBOs will be contracted to support the work In the community (African America, Asian American)	

Project Designer			\$5,000	\$35,000	\$40,000	Project Designer will create all of the activities of the campaign such as flyers, brochures, media posting, etc	
Total Contractual			\$65,000	\$370,000	\$435,000		
Other							
Total Other			\$ -	\$ -	\$ -		
Total Direct Charges			\$570,866	\$1,168,263	\$1,739,130		
Indirect			\$85,630	\$175,239	\$260,870		
Indirect @ 15%						Indirect will cover admin, fiscal, human resources, utilities, accounting etc.	
TOTAL ESTIMATE			\$656,498	\$1,343,502	\$2,000,000		

2. INVOICE

- A. CONTRACTOR shall invoice on a monthly basis
 B. For this Agreement, send invoices to:

Riverside County - Public Health
 Fiscal – Accounts Payable
 PO BOX 7849
 Riverside, California 92513

Or

RIVCOPH-AP@ruhealth.org

- C. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #22-037; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3. **MAXIMUM:**

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed TWO MILLION dollars (\$2,000,000) including all expenses.

/// //// ///

Signature: Esen Sainz
Esen Sainz (Jan 27, 2022 12:35 PST)

Email: esainz@rivco.org

22-037 EI SOL_VendorSignedContract_1.24.22

Final Audit Report

2022-01-27

Created:	2022-01-27
By:	Teresa Diez (tdiez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKTaYpILyr6-sE1rkksQphBnZyaLGDLqK

"22-037 EI SOL_VendorSignedContract_1.24.22" History

-  Document created by Teresa Diez (tdiez@ruhealth.org)
2022-01-27 - 5:35:15 PM GMT- IP address: 158.61.0.90
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2022-01-27 - 5:35:56 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2022-01-27 - 6:14:53 PM GMT- IP address: 158.61.0.90
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2022-01-27 - 8:35:31 PM GMT - Time Source: server- IP address: 158.61.0.90
-  Agreement completed.
2022-01-27 - 8:35:31 PM GMT

PROFESSIONAL SERVICE AGREEMENT

for

**TECHNICAL ASSISTANCE AND STRATEGIC PLANNING SERVICES FOR PUBLIC HEALTH
RELATED PROJECTS IN RIVERSIDE COUNTY**

between

COUNTY OF RIVERSIDE

and

PREVENTION INSTITUTE, CALIFORNIA



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This Agreement made and entered into this ____ day of _____, 2022, by and between PREVENTION INSTITUTE, a California non-profit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective February 1, 2022, and continues in effect through June 30, 2023, with three one-year options to renew, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed SEVEN HUNDRED FORTY-FOUR THOUSAND, ONE HUNDRED SIXTY-NINE DOLLARS (\$744,169) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section

shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall

have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that

other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR 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 CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS- Public Health Department
Procurement And Logistics
4065 County Circle Dr.
Riverside Ca 92503
ATTE: Contracts Unit
PH-Contracts@ruhealth.org

CONTRACTOR

Prevention Institute

221 Oak St.
Oakland Ca 94607
ATTE: Dana Serleth

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

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

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

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

23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended

by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 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.

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


By: 
Name: Jeff Hewitt
Title: Chair, Board of Supervisors
Dated: FEB 08 2022

PREVENTION INSTITUTE,
a California non-profit corporation

By: 
Name: Rachel A. Davis
Title: Executive Director
Dated: January 31, 2022

ATTEST:

Kecia Harper, Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Esen Sainz,
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

Timeline: February 1, 2022-June 30, 2023

Background:

Prevention Institute (PI) brings a wealth of experience in the areas of community engagement, multi-sector collaboration, community capacity building, and qualitative assessment to advance equitable, community-centered planning processes. PI's diverse staff possess a combination of professional expertise, lived experience, and academic training that enable us to connect with community residents, staff and leaders in community-based organizations and leaders in the field to draw out meaningful conversations, talk through "hard issues" and build trust along the way. All of these skills become essential when working with communities who have been marginalized. With a host of dynamic relationships throughout the Southern California region, fostered dialogue between community members, multi-sector stakeholders, and local health department staff to promote a mutual exchange of information, ideas and resources.

1. Project Summary:

CONTRACTOR shall provide technical assistance and strategic planning services to the COUNTY as it develops an organizing structure and framework for a public health approach to advancing health equity and racial justice across the County.

2. Project Elements:

A. Project Management and Co-design with COUNTY (Y1 and Y2)

- 1) CONTRACTOR shall work closely with COUNTY staff to co-design timelines, project management, partner engagement strategies, and outreach methods.
- 2) CONTRACTOR shall coordinate planning and design meetings with COUNTY partners and maintain regular communication throughout the project period.

B. Material Review/Analysis and Interviews with Key Partners and Stakeholders (Y1)

PI will review key materials shared by RUHS, including but not limited to past strategic plans, key disparity reports, community health improvement plans, and other seminal documents from the last 5-7 years. PI will also conduct 3-5 key informant interviews with past participants of strategic planning processes and potential new or emerging partners to better understand context and landscape for a new strategic framework. Based on material review and partners interviews, PI will develop a brief analysis memo to highlight opportunities and pathways moving forward.

C. Capacity Building for COUNTY Staff and Community Partners (Y1 and Y2)

CONTRACTOR shall provide training and technical assistance to COUNTY staff and community partners in the areas of health equity, systematizing prevention, racial equity, collaboration and coalition building, upstream approaches to mental health and wellbeing, community determinants of

health, and other topics as they emerge. For specialized capacity building opportunities (e.g., budget advocacy, media framing and communications, etc.), CONTRACTOR shall subcontract with partner organizations who share equity and prevention values.

D. Coordination of Key Partner Cabinet Serving as Advisory Board (Y1 and Y2)

To support the development of an action-oriented strategic roadmap for health equity and racial justice, CONTRACTOR shall work with COUNTY to identify, recruit, and engage a set of community partners and stakeholders from historically underrepresented populations of the COUNTY, including but limited to organizations led by or serving black, indigenous, people of color (BIPOC), rural, and/or under-resourced communities. Leveraging the partnerships and contracts between COUNTY and community-based organizations, CONTRACTOR shall ensure that this cabinet of advisors will serve as stewards of the strategic planning process and guide our efforts along the roadmap development.

E. Health Equity and Racial Justice Framework/Roadmap Development (Y1 and Y2):

CONTRACTOR shall develop a strategic framework or roadmap to advance health equity and racial justice across the County. It will serve as a unifying vision and actionable roadmap that can guide efforts of COUNTY and its community partners for the next 5-10 years. The framework/roadmap will support and inform the efforts of the Riverside University Health System to prioritize and focus on upstream prevention, social determinants of health, and health equity by aligning policies, practices, and partnerships across the County. The roadmap will include Commitments, values, and shared definitions; Policy/funding/program assessment tool; and Priority actions and measures of success.

F. Media and Communications Plan (partially subcontracted) (Y2)

CONTRACTOR shall inform efforts to ensure the final roadmap is widely and equitably shared with COUNTY stakeholders. A plan to support multilingual outreach, social media presence, engagement throughout the planning process, etc. will be developed in partnership with a media and communication subcontractor.

G. Approach:

Year One Tasks	Month								
	1	2	3	4	5				
Project management and co-design with RUHS	X	X	X	X	X				
Review and scan of key health equity materials	X	X	X						
Identify key informant interviewees	X	X							
Develop brief memo highlighting opportunities and pathways for strategic planning efforts			X						
Convene advisory committee					X				
Recruit and onboard advisory committee members			X	X	X				
Develop capacity building/training plan (refined as needed)			X	X	X				
Conduct trainings and workshops for County staff and community partners					X				

Year Two Tasks**	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Project management and co-design with RUHS	X	X	X	X	X	X	X	X	X	X	X	X
Conduct trainings and workshops for County staff and community partners		X		X		X			X			
Convene and engage advisory committee				X		X			X			X
Develop detailed outline of framework/roadmap	X	X	X									
Finalize health equity and racial justice framework/roadmap								X	X	X	X	X
Develop messaging and communications recommendations										X	X	X
Conduct presentations on final framework/roadmap to key stakeholders across the County											X	X

**Y2 Tasks will be refined and finalized as part of end of Y1 planning with COUNTY.

H. Deliverables:

- 1) Y1: Brief memo synthesizing findings, themes, and areas of inquiry from material review and key informant interviews
- 2) Y1: Capacity Building/Training Plan
- 3) Y1: 1 capacity building training/workshop for County staff and community partners (topic to be determined)
- 4) Y2: Outline of health equity and racial justice framework/roadmap
- 5) Y2: 2-4 capacity building training/workshop for County staff and community partners (topics to be determined)
- 6) Y2: Media and communications strategy plan
- 7) Y2: Final health equity and racial justice framework/roadmap
- 8) Y2: 3-4 presentations of final framework/roadmap to key stakeholders within Riverside County

I. Staffing:

- 1) CONTRACTOR shall provide a team of experienced staff to support the project.

Oversight and overall direction will be provided by the Deputy Executive Director and an Associate Program Director. Management and implementation will be provided by an Associate Program Director and/or Program Manager with the support of Program Coordinators and Program Assistants.

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EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

1. BUDGET

\$744,169.00

Direct Expenses							
Salaries	Annual Salary	FTE	Yr 1	FTE	Yr 2	19 Month	Comments
Name and Title		%	(7 Months)	%	(12 Months)	Total	
Deputy Executive Director - Manal Aboelata	\$183,613	10%	\$10,711	15%	\$27,992	\$38,703	Executive oversight and subject matter expertise *Staff whose salary is over 100k annually receive a \$3,000 increase.
Associate Program Director - Sandra Viera	\$116,600	5%	\$3,401	50%	\$59,800	\$63,201	Direct overall operation and implementation *Staff whose salary is over 100k annually receive a \$3,000 increase.
Program Manager - Katie Miller	\$92,182	30%	\$16,132	40%	\$37,979	\$54,111	Manage timely completion of activities and deliverables *Staff whose salary is under 100k annually, receive a 3% raise based on their salary.
Program Coordinator - TBD	\$60,600	25%	\$8,838	65%	\$40,572	\$49,409	Develop project activities and deliverables *Staff whose salary is under 100k annually, receive a 3% raise based on their salary.
Program Assistant - Madison Do Linh	\$53,045	25%	\$7,736	65%	\$35,514	\$43,249	Support research and programmatic administrative work *Staff whose salary is

							under 100k annually, receive a 3% raise based on their salary.
Executive Assistant - TBD	\$80,000	10%	\$ 4,667	15%	\$12,360	\$17,027	General administrative support and scheduling *Staff whose salary is under 100k annually, receive a 3% raise based on their salary.
Communications Director / Staff	\$128,677	10%	\$7,506	25%	\$32,919	\$40,425	Comms oversight, development and contract mgmt *Staff whose salary is over 100k annually receive a \$3,000 increase.
Total Salary		1.15	\$58,989	2.75	\$247,135	\$306,125	
Fringe Benefits (35% of salaries and wages)	35%		\$20,646		\$86,497	\$107,143	FICA, SUI, Health, WC, Other (includes, retirement, dental, PTO, payroll fees)
Total Personnel Costs			\$79,635		\$333,632	\$413,267	
Consultants							
Media and Communications Planning firm TBD			\$35,000.00		\$50,000.00	\$85,000.00	co-develop a communications plan and media advocacy strategy
Total Consultants			\$35,000.00		\$50,000.00	\$85,000.00	
Other Direct Costs							
Travel			\$2,020		\$16,160	\$18,180	PI staff experts travel to Riverside @ 2,020 / meeting X 9 meeting = Oakland \$16,200 = \$600 X 3 staff X 9 meeting (airfare \$240 + ground transportation Oakland \$75 + ground transportation Riverside \$75 + lodging \$144 + per diem \$66 = \$600) /

							Mileage from LA to Riverside \$73.36 X 3 travelers = \$220.08 X 9 meetings = \$1,980 (131 miles round trip x .56 = \$73.36)
Miscellaneous Meeting Expenses			\$350		\$2,800	\$3,150	estimated @ \$350 X 9 meetings = \$3150: \$175 for light snack and beverages delivered for 30-50 people (e.g. coffee and muffins in AM, waters and cookies in PM) + \$150 for licensed childcare for community attendees at (\$25/hour X 2 people X 3 hours) + \$25 for rental microphone or other equipment.
Meeting Translation Services			\$ -		\$3,000	\$3,000	8 meetings X 3 hours each @ \$125/hour = \$3,000. ASL, Spanish or other needed language(s) for community attendant participation.
Meeting Graphic Recording Services			\$ -		\$8,000	\$8,000	8 meetings x \$1,000 daily rate (includes planning, prep and recap) = \$8000
Materials Translation			\$ -		\$4,500	\$4,500	estimated at 30 pages of materials @ \$150/page; for final roadmap and other materials shared in the community
Honorariums for Advisory Committee			\$7,500		\$12,500	\$20,000	10 honorariums @ \$2,000 ea = \$20000 for 18 months advising
Communications & IT		5%	\$3,982		\$16,682	\$20,663	budgeted at @ 5% of Personnel (PI run rate), includes telephone, fax, email, conference call costs, computer /

							network usage, website maintenance and technical support
Materials & Supplies		3%	\$2,389		\$10,009	\$12,398	budgeted at @ 3% of personnel costs (PI run rate), includes general office materials and supplies for day-to-day use, such as pens, pencils, paper, envelopes, staples, folders, toner, ink, flip charts, mailers, computer supplies, etc.
Facilities		9%	\$7,167		\$ 30,027	\$37,194	budgeted at @ 9% of Personnel costs (PI run rate), building and utility expenses for owned and leased space include electricity, cleaning, HVAC, water, garbage, repairs, repainting, etc.
Total Other Direct Costs			\$23,408		\$103,677	\$127,085	
Direct Expenses Total			\$138,043		\$ 487,309	\$ 625,352	
Indirect Cost		19%	\$26,228		\$92,589	\$118,817	Salaries, fringe, and associated overhead costs for general management of the organization, general financial record keeping, as well as budgeting and audit across the organization, administrative support not allocated to specific projects, and general HR support not allocated to specific projects such as meeting legal requirements and file maintenance;

							professional services such as auditor, accounting consultant, general legal services; board expenses for a national board of experts; insurance; government filings; and organizational fees.
			\$164,271		\$ 579,898	\$744,169	

Costs are determined by estimating hours anticipated in the planning, preparation, and delivery of facilitation services for staff person and multiplying by their associated rates. The total estimate includes any travel***, food, and consultation materials associated with the scope of service but does not include professional printing or lay out design costs. The total price of this project is \$744,169 over two years (\$375,000 per year).

***Travel opportunities will depend on the safety conditions related to the ongoing COVID-19 pandemic.

2. INVOICE

- A. CONTRACTOR will submit invoices based on billable hours and completed activities and tasks. All financial backup documentation and quarterly project reporting will be included with each invoice.

Invoice and Report schedule Due date:
The 15th of February, May, August, and November.

- B. For this Agreement, send the original invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

- C. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #22-036; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3. **MAXIMUM:**

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed SEVEN HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED SIXTY-NINE dollars (\$744,169) including all expenses.

/// ///// ///

22-036 Prevention Institute

1.31.22_vendorSigned (002)

Final Audit Report

2022-01-31

Created:	2022-01-31
By:	Teresa Diez (tdiez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu8RmtsXuTev2dj7bvv9bYb-G89lp8tzK

"22-036 Prevention Institute 1.31.22_vendorSigned (002)" History



Document created by Teresa Diez (tdiez@ruhealth.org)

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Document e-signed by Esen Sainz (esainz@rivco.org)

Signature Date: 2022-01-31 - 8:53:20 PM GMT - Time Source: server- IP address: 158.61.0.90



Agreement completed.

2022-01-31 - 8:53:20 PM GMT



Adobe Sign

PROFESSIONAL SERVICE AGREEMENT

for

COVID-19 HEALTH EQUITY - OUTREACH AND LINKAGE TO CARE

between

COUNTY OF RIVERSIDE

and

STARTING OVER INC.



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This Agreement made and entered into this ____ day of _____, 2021, by and between STARTING OVER INC., a California nonprofit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on July 1, 2021 and continues in effect through June 30, 2022 unless terminated earlier CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification,

he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR

Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

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

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

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth

in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that

other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR 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 CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall

promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS- Public Health Department
Procurement and Logistics
4065 County Circle Dr.
Riverside, CA 92503
ATTN: Contracts Unit

CONTRACTOR

STARTING OVER INC.
1390 W. 6TH St. Suite 100
Corona CA, 92882

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate

(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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

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

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall

promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

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

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

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

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

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

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

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

23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.


23.13 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.

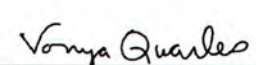
[SIGNATURE ON NEXT PAGE]

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

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

STARTING OVER INC., a California nonprofit
corporation

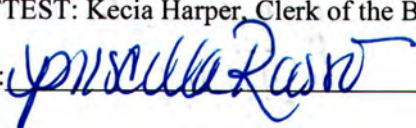
By: 
Name: Jeff Hewitt
Title: Chair of the Board of Supervisors

By: 
Name: Vonya Quarles
Title: Co-Founder Executive Director

Dated: FEB 08 2022

Dated: December 1, 2021

ATTEST: Kecia Harper, Clerk of the Board

By: 

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Esen Sainz
Esen Sainz,
Deputy County Counsel

**EXHIBIT A
SCOPE OF WORK**

A. BACKGROUND

1. COVID-19 has disproportionately impacted certain communities and the burden is evident among the medically fragile, communities with unique needs such as those experiencing homelessness or substance use, communities with lower socioeconomic status, racial and ethnic minority groups, and people living in rural communities, who are at higher risk of exposure, infection, hospitalization, and mortality.
2. To reduce the burden of COVID-19 among populations disproportionately affected, COUNTY received funding from the Centers for Disease Control and Prevention (CDC) to address COVID-19 related health disparities among high-risk and underserved communities. It is imperative that COUNTY work collaboratively with key partners, gate keepers and trusted messengers who have existing community or social service delivery programs for these populations.

B. GOALS

1. The goals include the following:
 - a) Reduced COVID-19 related health disparities.
 - b) Improved and increased testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.
 - c) Improved health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

C. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

1. Identify and mobilize up to 12 group leads and other community stakeholders from unsheltered communities to assist with disseminating COVID-19 safety protocols, accurate vaccine information, and resources (e.g., housing and health resources).
2. Provide outreach services to up to 18,000 unsheltered individuals in western Riverside County, vaccine information, and group transportation to vaccine sites.
3. Provide COVID-19 PPE (e.g., sanitizers, face shields, temperature strips, gloves etc.), vaccine information and re-entry resource information to up to 3,000 individuals being released from California Institute for Women (CIW) and California Rehabilitation Center (CRC) and the five (5) Riverside County jails. CONTRACTOR shall distribute an estimate of .25 lbs of PPE per person (e.g. which includes but not limited to sanitizers, face shields, temperature strips, and gloves)

4. Participate in monthly grant meetings, including but not limited monthly meetings set up by COUNTY staff to review progress on grant activities.
5. Participate in grant required evaluation activities, including but not limited to submitting necessary evaluation data on activities required by the grant.

D. COUNTY RESPONSIBILITIES

COUNTY shall:

1. Provide feedback and guidance on overall direction of project including but not limited to COVID-19 safety protocols, accurate vaccine information, and resources (e.g., housing and health resources).
2. Coordinate monthly meetings with CONTRACTOR to review progress on grant activities.
3. Provide CONTRACTOR with evaluation metrics to complete to tracking and document progress on grant activities.

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

EXHIBIT B
PAYMENT PROVISIONS

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

1. BUDGET

Item	FTE/	Total	Comments
Personnel	(% FTE or Hourly Rate)		
Vonya Quarles, Executive Director	.10FTE x \$120,000 x 1 year	\$12,000.00	
(Hourly) Desta Sanders, Program Director	\$24/hour x 60 hours/month x 1 year	\$17,280.00	
(FTE) Charles Johnson, Logistics Manager	.20 FTE@ \$36,000 x 1 year	\$7,200.00	
(Hourly) Sarah Hhjemelik, Outreach Coordinator	\$20/hour x 140 hours/month x 1 year	\$33,600.00	
(Hourly) Outreach Assistant (Hourly) Outreach Assistant	\$18/hour x 140 hours/month x 1 year	\$30,240.00	
(Hourly) Bobbie Butts Volunteer Coordinator	\$18/hour x 140 hours/month x 1 year	\$30,240.00	
(Hourly) Outreach Assistant (Hourly) Outreach Assistant	\$18/hour x 90 hours /month x 1 years	\$19,440.00	
Personnel Total		\$150,000.00	
Benefits	Description	Amount	Comments
Vonya Quarles, Executive Director	22%	\$2,640.00	
(Hourly) Desta Sanders, Program Director	22%	\$3,802.00	
(FTE) Charles Johnson, Logistics Manager	22%	\$1,584.00	
(Hourly) Sarah Hhjemelik, Outreach Coordinator	22%	\$7,392.00	
(Hourly) Outreach Assistant	22%	\$6,653.00	
(Hourly) Outreach Assistant	22%	\$6,653.00	
(Hourly) Bobbie Butts Volunteer Coordinator	22%	\$4,277.00	
Benefits Total		\$33,001.00	
Travel/Training	Description	Amount	Comments
Program Overview/ training for SOI Program staff	\$300/participant x 7 participants	\$2,100.00	

Volunteer trainings	\$200 per training x 3 trainings	\$600.00	
Directly impacted Incentives	\$500 Leadership Stipends x 50	\$25,000.00	Confirmed stipends are with Wendy (Branch Chief). The stipends are used to incentivize volunteer leaders, champions, and system impacted trusted messengers.
Travel related costs (gasoline, vehicle maintenance etc.)	\$11,000 x 2 vehicles x 1 year	\$22,000.00	Confirmed with Wendy to keep- this is the cost of doing the work.
Travel/Training total		\$49,700.00	
Equipment	Description	Amount	Comments
Mobile Phones	4 Cell phones@ \$500 each	\$2,000.00	
Tablets	4 Work Tablets@400 each	\$1,600.00	
Equipment total		\$3,600.00	
Supplies	Description	Amount	Comments
Seven-day bus passes	\$8 x 900 participants	\$7,200 .00	
Printed regional reentry guides	\$2.50 X 900	\$2,250.00	
Travel Meal	\$10 X 900	\$9,000.00	The meals are community meals for the people being served during outreach.
Communications and Printing Costs	Graphic Development, Printing costs, social media, PR, etc.	\$17,151.00	
Apricot Case Management Database	1 year subscription @ \$3600	\$3,600.00	
Mobile Communications Service (Data Collection)	4 Cell phones @ \$25 per month each	\$1,200.00	
Supplies total		\$40,401.00	
Other:	Description	Amount	
Evaluation Consultants		\$10,000.00	In kind support, valued at \$45,000
Costs	Description	Amount	Comments
Direct Costs		\$286,702.00	
Indirect Costs	<5% of direct total project costs not to exceed \$14,000	\$13,298.00	
Total Budget		\$300,000	

BUDGET
\$300,000.00

2. INVOICE

A. CONTRACTOR to invoice quarterly.

B. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

C. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #22-017; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3. MAXIMUM:

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) including all expenses.

/// //// ///

Signature: Esen Sainz
Esen Sainz (Jan 27, 2022 10:14 PST)

Email: esainz@rivco.org






22-017 RUHS-PH Starting Over inc_agreement Vendor signed 12.02.2021

Final Audit Report

2022-01-27

Created:	2022-01-27
By:	Teresa Diez (tdiez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhN3Bkw43gKc_50JeMICO9pnEIW9Xwuq

"22-017 RUHS-PH Starting Over inc_agreement Vendor signed 12.02.2021" History

-  Document created by Teresa Diez (tdiez@ruhealth.org)
2022-01-27 - 5:32:36 PM GMT- IP address: 158.61.0.90
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2022-01-27 - 5:33:16 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2022-01-27 - 6:13:08 PM GMT- IP address: 158.61.0.90
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2022-01-27 - 6:14:36 PM GMT - Time Source: server- IP address: 158.61.0.90
-  Agreement completed.
2022-01-27 - 6:14:36 PM GMT

PROFESSIONAL SERVICE AGREEMENT

for

**NATIONAL INITIATIVE TO ADDRESS COVID-19 HEALTH DISPARITIES AMONG
POPULATIONS AT HIGH RISK AND UNDERSERVED, INCLUDING RACIAL AND ETHNIC
MINORITY POPULATIONS AND RURAL COMMUNITIES**

between

COUNTY OF RIVERSIDE

and

VISION Y COMPROMISO



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This Agreement made and entered into this ____ day _____ 2022, by and between VISION Y COMPROMISO, a California non-profit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on July 1, 2021, and continues in effect through April 30, 2023, with no option to renew, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed TWO MILLION ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-ONE DOLLARS (\$2,124,191) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall

excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of

the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. 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 COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

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

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal

Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR 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 CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS- Public Health

Procurement and Logistics
4065 County Circle Dr.
Riverside Ca 92503
ATTE: Contracts Unit
Ph-contracts@ruhealth.org

CONTRACTOR

VISION Y COMPROMISO

P.O. Box 708
San Lorenzo Ca 94580

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed

in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

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

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

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

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

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

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

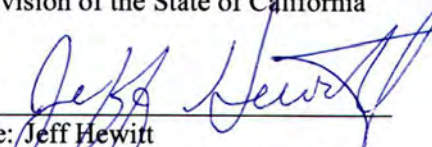
23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 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 FOLLOW NEXT PAGE]

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

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

By: 
Name: Jeff Hewitt
Title: Chair of the Board of Supervisors

Dated: FEB 08 2022

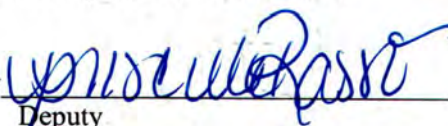
VISION Y COMPROMISO, a California
non-profit corporation

By: 
Name: Maria Lemus
Title: Executive Director

Dated:

ATTEST:

Kecia Harper, Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Esen Sainz
Esen Sainz,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

RUHS Project Title: National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (**CDC COVID-19 Health Equity Project**)

Performance Period: July 1, 2021 – April 30, 2023

Summary/Background: In collaboration with RUHS, Vision y Compromiso (“CONTRACTOR”) will advance health equity and help to strengthen the public health infrastructure and capacity to address COVID-19 related health disparities in underserved and disproportionately impacted Latinx communities in East and West Riverside County, with a particular focus on Spanish- and Purepecha-speaking individuals in desert and rural regions of the County. CONTRACTOR’s scope of work supports CDC Strategies 1, 3 and 4 as follows:

CONTRACTOR Project Title: The Community Transformation Initiative

CONTRACTOR Project Start Up and Administrative Activities

Activities	Timeline	Deliverables / Measurables
1.1 Project kick off meeting, finalize and submit budget and SOW	7/1/21- 10/31/21	Agenda, Final budget and SOW
1.3 Execute Agreement	7/1/21- 02/31/2021	Signed Agreement
1.4 Recruit and hire a 1.0 FTE Program Director to coordinate project in Riverside County.	7/1/21- 12/31/21	Program Director onboarded
1.5 Recruit and hire a .75 FTE Administrative Assistant in Riverside County.	7/1/21- 12/31/21	Administrative Assistant onboarded
1.6 Recruit and hire a 1.0 FTE Parent Leadership Coordinator in Riverside County.	7/1/21- 12/31/21	Parent Leadership Coordinator onboarded
1.7 Rent office space in Eastern Riverside County.	7/1/21- 10/31/21	Office lease signed
1.8 Purchase computers, supplies, materials	7/1/21- 12/31/21	Computers, supplies and materials available for staff
1.9 Participate in RUHS Health Equity Group mtgs and with collaborative partners as needed.	12/1/21- 4/30/23	Mtg schedule, agendas, notes

1.10 Submit quarterly reports and invoices.	10/15/21- 5/31/23	Quarterly reports and invoices prepared
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CDC Strategy 1: Resources and Services •CONTRACTOR's COVID-19 Outreach and Education, Referrals and Navigation)

Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved: Ensuring equitable access to critical COVID-19 personal protective equipment (PPE), testing, contact tracing, quarantine and isolation, vaccination, and other wrap-around services require deploying focused strategies, resources, and activities to meet the needs of individuals and mitigate the spread of COVID-19 among populations disproportionately impacted.

CONTRACTOR Goal 1: Expand and enhance our COVID-19 outreach and education (O&Ed) and testing and vaccine promotion program to reach 1-2 additional regions and/or disproportionately impacted communities in East and West Riverside County.

Objective 1. By 5/31/23, CONTRACTOR will continue to support local promotoras, trusted leaders in their communities, to conduct COVID-19 O&Ed, distribute PPE, navigate Riverside County residents to COVID-19 testing, vaccination and community resources (housing assistance, food security, mental health, etc.) as needed to mitigate the spread of COVID-19.

Activities	Timeline	Deliverables / Measurables
1.1 Support 2 promotores per region (East and West) to reach at least 250 people/mo x 4 promotores x 18 mos.	12/1/21- 4/30/23	2 promotores/region conduct COVID-19 O&Ed At least 18,000 people reached
1.2 Conduct COVID-19 O&Ed (at least 2 presentations/mo x 4 promotores x 18 mos) and distribute PPE.	12/1/21- 4/30/23	Track O&Ed canvassing, presentations, and events. At least 144 presentations conducted
1.3 Support testing and vaccination events by local health department and/or other vaccine providers and navigate residents to local community resources as needed which may include but is not limited to food distribution centers, emergency rental/utility assistance, health insurance enrollment, EITC, support groups, grief/loss counseling, parent leadership trainings, etc.	12/1/21- 4/30/23	Track testing, vaccine events and referrals At least 10-12 vaccination events reach at least 50 people per event (500-600 people vaccinated) At least 50% of people (250-300) receive at least 1 referral
1.4 Plan and carry out family-centered cultural	12/1/21-	Supplies, materials and

events (i.e. Dia de los Muertos, Las Posadas, Dia del Niño, Dia de las Madres) to share information and promote vaccine equity.	4/30/23	refreshments purchased (for in-person sessions); At least 6 cultural and community events supported in the County with at least 50 people per event
1.5 Provide promotores ongoing training and support to address emerging issues as needed.	1/1/21-4/30/23	Schedule of trainings held At least 2-4 additional trainings held
1.6 Identify 1-2 new regions and/or communities and expand O&Ed activities.	1/1/22-4/30/23	At least 1-2 new regions and/or communities identified

CDC Strategy 3: Infrastructure Support (CONTRACTOR's Parent Leadership Training and Support)•

Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved: Sufficient workforce, infrastructure, and capacity are critical to providing equitable access to disproportionately affected populations. Where feasible, this short-term program will build, leverage, and expand the infrastructure and capacity within state, local, US territorial and freely associated state health departments (or their bona fide agents) to ensure and expand equitable access to critical COVID-19 testing and contact tracing, as well as PPE, quarantine and isolation, vaccination, and other wrap-around and supportive services.

CONTRACTOR Goal 2: Build the leadership and advocacy skills of promotoras, parents and other community leaders in Eastern Riverside County to promote health equity and increase their engagement and representation in Riverside County systems.

Objective 1. By 5/31/23, CONTRACTOR will train promotores, parents and other resident volunteers as leaders who are prepared and can engage with the public health workforce and infrastructure in Riverside County in order to ensure and expand equitable access to critical COVID-19 testing, vaccinations and other supportive services.

Activities	Timeline	Deliverables / Measurables
2.1 Finalize MOU with Abriendo Puertas/Opening Doors (AP/OD) to provide parent leadership training to 2 cohorts of promotores (at least 10-12 promotores total).	11/1/21-12/31/21	MOU signed
2.2 Meet with AP/OD to plan training.	11/1/21-12/31/21	Training agenda finalized and dates scheduled
2.3 Identify at least 5 promotores in Riverside County to participate in the AP/OD training #1 to build their skills to provide the AP/OD	11/1/21-12/31/21	Registration list, training dates, At least 5 promotores register for the training

parent leadership training to parents in their community.		
2.4 AP/OD training including at least 5 promotores who will deliver the parent leadership training model in their communities.	11/1/21-1/31/22	Training agendas, registration; At least 60% (3) agree to implement at least 1 group for 8-12 parents
2.5 AP/OD training includes at least 5 promotores (and CONTRACTOR project staff) who will deliver the parent leadership training model in their communities.	1/1/22-4/30/22	Registration list, training dates, agenda prepared, supplies, materials and refreshments purchased (for in-person sessions) At least 5 additional promotores (and new staff) register for the training At least 60% (3) agree to implement at least 1 group for 8-12 parents
2.6 Trained promotores and Parent Leadership Coordinator will identify 8-12 parents to participate in the Parent Leadership training; at least 60% (6) of trained promotores will deliver the AP/OD Parent Leadership curriculum (with fidelity to the popular education approach and content) to build parents' skills and capacity as leaders.	2/1/22-4/30/23	At least 6 promotores deliver Parent Leadership training At least 48-72 parents increase their leadership skills
2.7 Promotores and Parent Leadership Coordinator will connect parent leaders to opportunities to expand their leadership such as neighborhood groups, committees, PTAs, or CONTRACTOR's trainings and support groups i.e. FFN Caregiver trainings, Bailoterapia, etc. (see Activity 3.1).	3/1/22-4/30/23	80% of parent leaders will participate in at least one leadership opportunity
2.8 Promotores and Parent Leadership Coordinator identify 12-15 parent leaders who are ready to take their leadership to the next step and enroll in CONTRACTOR's core skills training for promotores Promotoras Transformando Familias y Comunidades	3/1/22-5/31/22	12-15 parents register for the PTFC training

(PTFC).		
2.9 CONTRACTOR Trainers deliver the 48-hour PTFC training to 1 cohort of 12-15 parent leaders.	6/1/22-10/31/22	Registration list, training dates, agenda prepared, supplies, materials and refreshments purchased (if in-person) Measure changes in pre-/post-surveys related to increased knowledge and skills At least 12 parent leaders complete the PTFC training
2.10 AP/OD provides follow up technical assistance (TA) and support related to their parent leadership training model as needed.	1/1/22-4/30/23	List of TA delivered by AP/OD
2.11 CONTRACTOR determines whether to deliver another PTFC core skills training to 12-15 parent leaders (TBD).	11/1/22-4/30/23	Registration list, training dates, agenda prepared, supplies, materials and refreshments purchased (for in-person sessions) At least 12 parent leaders complete the PTFC training (TBD)
2.12 CONTRACTOR provides at least 2 cohorts of 10-15 trained parent leaders with Workforce Readiness training and support (job search, resumes, interviewing).	7/1/22-4/30/23	80% of parent leaders who participate in the Workforce Training (16-24) state they feel more prepared to join different work sectors.

CDC Strategy 4: Partner Mobilization (CONTRACTOR's Community-Based Programs Led by Promotoras)

Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved: Identifying and addressing current gaps and factors that influence COVID-19-related health disparities requires a collaborative approach. Under this strategy, collaborations between the primary applicant and key partners will broadly address health disparities and inequities related to COVID-19.

CONTRACTOR Goal 3: Advance health equity and reduce health disparities in East Riverside County communities disproportionately impacted by COVID-19 by implementing community-based programs to

increase social support, address social determinants of health (i.e. chronic conditions, health literacy, poverty, distrust of government institutions, etc.), and engage promotores and parent leaders in local advocacy.

Objective 1. By 5/31/23, CONTRACTOR will provide training and support to promotores and trained parent leaders to implement community-based programs that will increase social support and address social determinants of health that have contributed to longstanding health disparities.

Objective 2. By 5/31/23, CONTRACTOR will lead a Community Advisory Group (CAG) of promotores and parent leaders representing communities disproportionately impacted by COVID-19 in order to develop strategies, recommendations and local advocacy activities that will inform future emergency response activities (i.e. COVID-19) in Riverside County.

Activities	Timeline	Deliverables / Measurables
3.1 Support promotores in each region to facilitate (online or in-person) health and wellness classes and social support groups for 15-20 residents per class to address social determinants e.g., Me Veo Bien, Me Siento Bien or Salsa, Sabor y Salud for family nutrition and support; Círculos de Bailoterapia; COVID-19 grief and loss support groups; parenting skills classes; Caring for the Caregiver training; Family, Friend and Neighbor (FFN) Caregiver training; etc.	1/1/22-4/30/23	Schedule of classes and groups, supplies, materials, and refreshments purchased (for in-person sessions) At least 10 health and wellness classes and social support groups reach at least 150-200 individuals (10 classes and 15-20 participants/class)
3.2 Provide training to 8-10 promotores and trained parent leaders expanding access to online or in-person health and wellness classes and social support groups in their community to address social determinants e.g., Me Veo Bien, Me Siento Bien; Salsa, Sabor y Salud; Círculos de Bailoterapia; COVID-19 grief and loss support groups; parenting skills classes; Caring for the Caregiver training; FFN Caregiver training, etc.	1/1/22-4/30/23	Schedule of classes and groups, supplies, materials, and refreshments purchased (for in-person sessions) At least 2 trainings build the skills of an additional 8-10 promotores and parent leaders to facilitate health and wellness classes and social support groups in their community
3.3 Identify promotores and trained parent leaders to participate in a Community Advisory Group (CAG), via in-person or virtual meetings, that will develop strategies, recommendations and local activities to inform COVID-19 and future emergency	7/1/22-4/30/23	8-12 promotores/parent leaders will be part of the CAG. 80% of members will attend each CAG meeting

response activities in Riverside County.		
3.4 CAG meets regularly (i.e. monthly) as determined by the group to share information and develop strategies and recommendations to inform COVID-19 and future emergency response activities in Riverside County.	7/1/22-4/30/23	Schedule of meetings, supplies, materials and refreshments purchased (for in-person sessions) The CAG identifies at least 3-6 recommendations
3.5 CAG members plan local advocacy efforts that engage community residents to further the proposed recommendations.	7/1/22-4/30/23	CAG members organize at least 4 advocacy activities with a minimum of 10 residents per activity

Quarterly Reports: Submit an overview of work performed in quarterly reports to RUHS for CDC performance reporting. Quarterly reports due the 15th day of January, April, July and October through 2023.

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EXHIBIT B**PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

1. BUDGET**\$2,124,191**

Personnel	Annual Salary	YR1 FTE	Yr 1	YR2 FTE	Yr 2	Total Revision	Comments
Executive Director	\$126,901	0.1	\$ 12,690	0.1	\$ 12,690	\$ 25,380	Provide project guidance, participate in Health Equity Coalition
Associate Director	\$ 110,000	0.2	\$ 14,667	0.2	\$ 22,000	\$ 36,667	Provide project guidance, hire/supervise Project Director, participate in Health Equity Coalition
Program Director	\$ 75,005	1	\$ 43,750	1	\$ 75,005	\$ 118,755	Manage day-to-day activities, supervise staff, build partnerships
Training Director	\$ 75,005	0.25	\$ 10,938	0.25	\$ 18,750	\$ 29,688	Direct the training program for parent leaders and promotoras
Network Manager - Inland Empire	\$ 62,400	0.15	\$ 9,360	0.25	\$ 15,600	\$ 24,960	Liaison with Regional Network and provide resources, identify and support community leaders
Parent Leadership Coordinator	\$ 62,400	1	\$ 36,400	1	\$ 62,400	\$ 98,800	Recruit and support parents, conduct O&Ed, publicize projects and support trained parent leaders
Administrative Assistant	\$ 47,840	1	\$ 27,907	1	\$ 49,920	\$ 77,827	Provide administrative and logistical support to the project including purchases, scheduling, data collection, reporting
Promotor1 East	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with East County residents related to COVID-19 and other health and wellness topics
Promotor2 East	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with East County residents related to COVID-19 and other health and wellness topics
Promotor3 East	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with East County residents related to COVID-19 and other health and wellness topics
Promotor4 East	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with East County residents related to COVID-19 and other health and wellness topics
Promotor5 East	\$ 39,520	0	\$ -	1	\$ 39,520	\$ 39,520	Share information and resources with East County residents related to COVID-19 and other health and wellness topics
Promotor6 East	\$ 39,520	0	\$ -	1	\$ 39,520	\$ 39,520	Share information and resources with East County residents related to COVID-19 and other health and wellness topics

Promotor1 West	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with West County residents about COVID-19 and other health and wellness topics
Promotor2 West	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with West County residents about COVID-19 and other health and wellness topics
Promotor3 West	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with West County residents about COVID-19 and other health and wellness topics
Promotor4 West	\$ 39,520	1	\$ 19,760	1	\$ 39,520	\$ 59,280	Share information and resources with West County residents about COVID-19 and other health and wellness topics
Promotor5 West	\$ 39,520	0	\$ -	1	\$ 39,520	\$ 39,520	Share information and resources with West County residents about COVID-19 and other health and wellness topics
Promotor6 West	\$ 39,520	0	\$ -	1	\$ 39,520	\$ 39,520	Share information and resources with West County residents about COVID-19 and other health and wellness topics
Peer Crisis Counselor 1	\$ 39,520	1	\$ 13,173	1	\$ 39,520	\$ 52,693	Provide support groups, referrals and peer to peer crisis counseling to families and promote COVID-19 recovery
Peer Crisis Counselor 2	\$ 39,520	1	\$ 13,173	1	\$ 39,520	\$ 52,693	Provide support groups, referrals and peer to peer crisis counseling to families and promote COVID-19 recovery
Peer Crisis Counselor 3	\$ 39,520	1	\$ 13,173	1	\$ 39,520	\$ 52,693	Provide support groups, referrals and peer to peer crisis counseling to families and promote COVID-19 recovery
Peer Crisis Counselor 4	\$ 39,520	1	\$ 13,173	0.75	\$ 29,640	\$ 42,813	Provide support groups, referrals and peer to peer crisis counseling to families and promote COVID-19 recovery

Total Salary	\$ 366,485.00	\$ 878,805.00	\$ 1,245,290.00
Benefits @ 28%	\$ 102,615.80	\$ 246,065.40	\$ 348,681.20
TOTAL PERSONNEL	\$ 469,101.00	\$ 1,124,870.00	\$ 1,593,971.00

Travel	\$17,640	\$30,240	\$ 47,880	Local mileage to attend meetings, lead parent groups, conduct outreach and education, support vaccine events
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Equipment	\$ -	\$ -	\$ -
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Supplies

Computers, software, printers, tablets	\$ 8,200.00	\$ 4,800.00	\$ 13,000.00	Computers, printers, software and tablets for use by staff including promotoras to carry out project activities
Outreach materials and photocopies	\$ 10,700.00	\$ 7,200.00	\$ 17,900.00	Outreach Kit per promotor (banners, tables, wagons, shirts, popups, supplies); photocopies and materials for training

Health and Wellness materials/supplies	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	Supplies for health and wellness classes (nutrition ed, cooking classes, physical activity, support groups, parenting classes)
Supplies and materials for childcare	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	Supplies for childcare during trainings/meetings (art supplies, books)

Total Supplies	\$ 28,900.00	\$ 22,000.00	\$ 50,900.00	
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Contractuals / Subcontractors

Abriendo Puertas	\$ 40,000.00		\$ 40,000.00	Train CONTRACTOR staff to implement Parent Leadership Training in Riverside County
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Total Contractuals	\$ 40,000.00	\$ -	\$ 40,000.00	
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Other

Communications	\$ 7,731.00	\$ 14,280.00	\$ 22,011.00	Monthly telephone, internet, Zoom fees for 17 staff and promotoras
Childcare	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00	2 childcare providers to provide care for children during 2 hour training sessions, meetings, and groups
Printing	\$ 10,700.00	\$ 10,700.00	\$ 21,400.00	Print brochures (20,000), door hangers (20,000) for COVID outreach, posters (200) and reminder cards (15,000)

Total Other	\$ 30,431.00	\$ 36,980.00	\$ 67,411.00	
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Total Direct Charges	\$ 586,072.00	\$ 1,214,090.00	\$ 1,800,162.00	
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Indirect

Indirect @ 18%	\$105,493	\$218,536	\$324,029	Financial management/accounting, insurance, audit, taxes&fees, some administrative salaries
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TOTAL ESTIMATE	\$ 691,565.28	\$ 1,432,625.91	\$ 2,124,191	Total of .19 added to account for Rounding operations
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2. **INVOICE**

- A. CONTRACTOR shall invoice on a QUARTERLY basis
B. For this Agreement, send invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513

Or

RIVCOPH-AP@ruhealth.org

C. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #22-038; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3. **MAXIMUM:**

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed TWO MILLION ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-ONE DOLLARS AND NINETEEN CENTS (\$2,124,191) including all expenses.

/// //// ///

Signature: Esen Sainz
Esen Sainz (Jan 27, 2022 10:25 PST)

Email: esainz@rivco.org

22-038 VyC_ vendor signed agreement_1.24.22

Final Audit Report

2022-01-27

Created:	2022-01-27
By:	Teresa Diez (tdiez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdqekyF4W4iod56bQJLp2cF32AtQ5f8Q

"22-038 VyC_ vendor signed agreement_1.24.22" History



Document created by Teresa Diez (tdiez@ruhealth.org)

2022-01-27 - 5:41:18 PM GMT- IP address: 158.61.0.90



Document emailed to Esen Sainz (esainz@rivco.org) for signature

2022-01-27 - 5:41:51 PM GMT



Email viewed by Esen Sainz (esainz@rivco.org)

2022-01-27 - 6:17:46 PM GMT- IP address: 158.61.0.90



Document e-signed by Esen Sainz (esainz@rivco.org)

Signature Date: 2022-01-27 - 6:25:36 PM GMT - Time Source: server- IP address: 158.61.0.90



Agreement completed.

2022-01-27 - 6:25:36 PM GMT



Adobe Sign



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Special Services Group LLC
Fulfillment Address LLCs - Services: (preferred)
 PO Box 825
 Denair, California 95316 United States
Vendor Phone +1 209-765-8920

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ☒

Email (HTML Body) TECH@SPECIALSERVICESGROUP.US
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Ratify and approve the professional service agreement with Special Service for Groups (SSG) to address COVID-19-related disparities in Riverside County's underserved Asian American (AA) communities without seeking competitive bids. SSG will accomplish this by: (1) Mobilizing partners to advance health equity and address social determinants of COVID-19 related health; and (2) Increase/improve data collection and reporting for populations disproportionately affected by COVID-19.

Specific activities include:

1. Build and mobilize AA community capacity to advance health equity—through a culturally responsive whole health (e.g., mental and physical health) approach—and increase COVID-19 outreach and engagement by recruiting, training, and supporting the first AA community health workers (CHW) and health navigators in Riverside.
2. Improve the public health capacity of Riverside AA organizations (e.g., Filipino, Chinese) by developing CHWs and health navigators in these organizations who will (1) sustain outreach and education efforts for the AA communities upon conclusion of the grant, and (2) rapidly respond in

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Needs Assessment and Data Collection
 \$250,000

concert with RUHS-PH to future pandemics with information, education, and outreach to prevent widespread outbreaks, fear, and misinformation within the AA communities.

3. Facilitate the development of a strong AA coalition (e.g., Asian American Task Force) that incorporates partners from diverse, hard-to-reach Riverside AA communities (e.g., Hmong, Vietnamese, South Asian) and non-RUHS partners (e.g., churches, health providers, health care organizations).

4. Develop novel data collection and reporting as well as critical COVID-19 health and social determinants data for Riverside AA populations—many of which are deeply affected by COVID-19 outcomes and COVID-19-related anti-Asian discrimination/hate.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

SSG is uniquely familiar with Public Health's target population (e.g., Asian American communities), as they are one of the premier providers in Southern California with expertise in delivering culturally responsive social, health, and mental health services to diverse AA communities.

SSG is a non-profit health and human service organization dedicated to building and sustaining community-based programs that address the needs of vulnerable communities. SSG provides oversight to the Asian American Taskforce, which is the only AA community coalition in Riverside County. SSG's support and involvement with the Asian American Taskforce makes them the only supplier to carry out this work.

SSG's strong partnership with the Public Health Department over the past two years and familiarity with Public Health's COVID-19 response and prevention efforts will allow them to commence work immediately upon execution of the agreement. This prior partnership and knowledge of the program will reduce the startup time for SSG allowing them to implement grant deliverable and will help make the greatest impact and reduce the risk of COVID-19 in these populations in the shortest amount of time.

SSG has a strong history of delivering culturally responsive mental and health services to Asian Americans (AA) in Riverside. SSG is the only provider with the unique connections with the Riverside AA communities to execute the needs assessment, surveys, and resource development. SSG believes that the needs of groups and individuals cross traditional ethnic, racial and other cultural boundaries. SSG serves as a bridge between people with common needs to identify ways to pool resources for the greater good of all.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Public Health has identified a strong need, but limited ability, to outreach and engage diverse AA communities during the pandemic. This lack of connectivity and outreach with our AA communities—including recognizing where they live within the county—has significantly hindered the county's public health response to this crisis, as very few AA coalitions currently exist to promote county, state, and federal public health efforts during the current and future health crises. Additionally, our AA communities have experienced disproportionate and unique COVID-19 burdens that includes elevated rates of COVID-19 infection and death (e.g., Filipino's large nurse population has among the nation's very highest rates of COVID-19 mortality), and strong COVID-19-related anti-Asian hate. In addition to the recent mass shooting of Asian women in Georgia that brought national attention to the growing tide of anti-Asian hate, AAs in Riverside have experienced numerous high-profile

Subcontractors (total of 4): Community outreach/education \$400,000
Staffing Cost (salary+ 30.01% benefits) \$187,994
Non-staffing Cost \$63,896.50
Travel/Mileage \$7,200
Overhead cost \$90,909
Total Costs \$1,000,000.00

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY21/22	1,000,000.00

Enter all additional FY costs in the table below.

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY FY22/23 \$1,000,000

FY

FY

FY

FY

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 1,000,000.00

events such as the stabbing and murder of a 64-year-old Asian woman in Riverside on April 3 and the anti-Asian hate letter sent to an Asian veteran and Riverside nail salon owner in March. Experiencing these and other daily incidents spurred by COVID-19-related stigma and discrimination has generated extreme fear, concern, and psychological distress within our Riverside AA communities that must be addressed through culturally sensitive public health programming.

This project presents a unique opportunity to strengthen partnerships with SSG that serves a population with which Public Health has limited experience working.

4. Period of Performance 06/01/2021

From:

Period of Performance To: 05/31/2023

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

The total cost for this project will not exceed \$2,000,000 for two years of work. The price is deemed reasonable: the total personnel costs (salary) for the program director (\$25,792/year/.2 FTE), program coordinator (\$73,923/year/1.0 FTE), therapist (\$12,638/year/1.0 FTE) and executive manager (\$6,790/year/.1 FTE) are less than the average industry yearly salary for these positions.

Other services to be covered by this funding includes conducting needs assessment and surveys within Asian-American communities to capture timely and rich data on testing, exposure, infection, vaccination, and associated COVID-19 health outcomes and discrimination in AA community.

All costs are 100% grant funded and will be reimbursed by the Centers for Disease Control and Prevention (CDC).

Staff position SSG-AATPC (salary) Industry Average (salary)www.salary.com

Program Director (.25 FTE) \$25,792/year \$33,189/year
Project Coordinator (1.0 FTE) \$73,923/year \$76,739/year
FilipinoTherapist (.2 FTE) \$12,638/year \$14,493/year
Chinese Therapist (.2 FTE) \$12,638/year \$14,493/year
Korean Therapist (.2 FTE) \$12,638/year \$14,493/year
Executive Manager (.1 FTE) \$6,970/year \$8,984/year
Total Staffing Cost \$144,600/year \$149,341/year

Projected Board of Supervisor

Date (if applicable):

Commodity Code 96944

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

	Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	1/14/2022		Ratification of services already in progress

Total 1,000,000.00



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Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Council on American-Islamic Relations
Fulfillment Address Other-501c3 - Services: (preferred)
Greater Los Angeles Area Chapter
2180 W Crescent Ave Ste F
Anaheim, California 92801 United States
Vendor Phone +1 714-776-1847

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ☒

Email (HTML Body) finance@losangeles.cair.com
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Yes

Purchase Details

1. Supply/Service being requested:

RUHS-Public Health is requesting services from the Council on American-Islamic Relations- Los Angeles (CAIR-LA) to build, leverage, and expand infrastructure support for COVID-19 prevention and control within the Muslim community without seeking competitive bids. RUHS-Public Health has identified a strong need, but limited ability to outreach and engage Muslims within Riverside County, with a special focus on the following communities: African American, Middle Eastern and North African (MENA), South Asian, Asian American Pacific Islander, and Latino.

CAIR-LA will lead the outreach efforts to the diverse Muslim community, estimated at about 100,000 individuals, by assisting with the development of community-based infrastructure and capacity. This will be critical in advancing health equity, addressing social determinants of health as it relates to COVID-19, and providing equitable access to critical COVID-19 testing, PPE, vaccination, and other wrap-around and supportive services.

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

FY 21/22 \$185,009

Through this partnership, CAIR-LA will:

Identify and address current gaps and factors that influence COVID-19 related health disparities through a collaborative approach, consisting of a community needs assessment with survey, listening sessions and report on COVID-19 Impact on the Muslim community.

Build, leverage, and expand infrastructure support for COVID-19 prevention and control within the Muslim community by facilitating equitable access to disproportionately affected populations and by disseminating culturally and linguistically responsive COVID-19 prevention communications through various channels. CAIR-LA will conduct culturally competent public education and outreach at mosques and small Muslim businesses and through local/ethnic media, social media and community fairs.

Convene and facilitate leaders that serve the Muslim community to build community capacity and advocacy that will build power and effect systems change.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

CAIR-LA is the largest Islamic civil liberties group in the United States. They fully support groups, religious or secular, that advocate justice and human rights, and their focus on equal and complementary rights and responsibilities for men and women make them an exceptional partner in conducting health equity work.

CAIR-LA is a grassroots civil rights and advocacy group whose vision is to advocate for justice and mutual understanding while protecting civil liberties and empowering American Muslims. CAIR-LA is an ally of groups, religious or secular, that advocate justice and human rights. CAIR-LA is uniquely familiar with needs of the Muslim-American community. Their support and partnership with RUHS-PH towards vaccine distribution has been extremely helpful in ensuring prevention and intervention resources for COVID-19 are delivered equitably throughout the County.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

There is an increased need for the services provided by CAIR-LA due to these unprecedented times. With the onset and spread of COVID-19, CAIR-LA will be able to assist Muslim Riverside County residence in obtaining testing and vaccinations. CAIR-LA is a trusted partner and gatekeeper among the Muslim community. Collaborating with CAIR-LA will make the greatest impact and reduce the risk of COVID-19 in this populations in the shortest amount of time.

4. Period of Performance 06/01/2021
From:

Period of Performance To: 05/31/2023

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

The total cost for this project will not exceed \$373,886 for two years. The price is deemed reasonable based off research and salary comparison, the annual salary was compared through LinkedIn.com

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY21/22	185,009.00

Enter all additional FY costs in the table below .

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY FY22/23 \$373,886

FY

FY

FY

FY

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 185,009.00

and Salary.com

Based on the research above, CAIR-LA. has the lowest combined job title average and the average hourly rate of the Deputy Executive Director, Senior Programs and organizing Manger, Outreach and Volunteer Coordinator, Associate Program Manager and Community Organizer.

All costs are 100% grant funded and will be reimbursed by the Centers for Disease Control and Prevention (CDC). There is no impact to County-funds.

Position CAIR Other Salary.com

Comm Organizer or Prog Coord \$60,000 \$63,000 \$73,801

Outreach and Volunteer Coordi \$60,000 \$68,244 \$62,471

Senior Prog and Organizing Manager \$93,000 \$95,004 \$177,740

Associate Program Manager \$73,000 \$74,958 \$100,761

Deputy Exec Director \$110,000 \$114,000 \$170,000

Projected Board of Supervisor

Date (if applicable):

Commodity Code 96944

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by

Date Approved

Sole Source Number

Approval
Conditions/Comments

**This section to be filled
out by Purchasing
Management only upon
approval.**

Suzanna Hinckley

1/14/2022

Total 185,009.00



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Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor

Vision y Compromiso

Fulfillment Address

CCorp - Services: (preferred)
15808 Hesperian Blvd #708
San Lorenzo, California 94580 United States

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ☒

Email (HTML Body)

promotorasinca@aol.com

Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Approve the Single Source Agreement with Vision y Compromiso (VyC) and Riverside University Health System – Public Health (Public Health).

VyC will advance health equity and help to strengthen the public health infrastructure and capacity to address COVID-19 related health disparities in underserved and disproportionately impacted Latinx communities in East and West Riverside County, with a particular focus on Spanish- and Purepecha-speaking individuals in desert and rural regions of the County. VyC will continue to support local promotoras, trusted leaders in their communities, to conduct COVID-19 outreach and education, distribute PPE, navigate Riverside County residents to COVID-19 testing and vaccination, and community resources as needed to mitigate the spread of COVID-19. Additionally, to expand these efforts, VyC will train more promotoras, parents, and other resident volunteers as leaders who are prepared to engage with Public Health to ensure equitable access to critical COVID-19 services, implement community-based programs to increase social support and help address social determinants of health that have contributed to

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

FY 21/22 \$ 691,565

longstanding health disparities.

Please see attached for the Scope of Work.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Founded in 2000, VyC is a nationally respected organization that is dedicated to improving the health and well-being of underrepresented communities by supporting promotoras and other community workers. VyC is the only Network of Promotoras and Community Health Workers (Network) in California that represents over 4,000 community workers in 13 regions of California, including Riverside County. VyC is one of the leading agencies in California providing a Spanish speaking and regional dialect workforce of community-based promotoras with comprehensive training, leadership and capacity building, workforce development, and advocacy. VyC's expert Training and Education Department develops and delivers core skills training curricula and subject matter content that integrate popular education methodology to prepare promotoras, community health workers and other grassroots community leaders to utilize the community transformation model to work with individuals and families. The guidance that the Network provides results in innovative programs and policies that respond to the needs of Promotores and the communities they represent.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Public Health does not have the staff to provide linguistically specific COVID-19 outreach, education, and testing/vaccine promotion in Spanish and Purepecha in rural areas of Riverside County. Public Health will also benefit from VyC's leadership of the Community Advisory Group (CAG) which will represent communities disproportionately impacted by COVID-19 as they develop strategies, recommendations and local advocacy activities that will inform future emergency response activities in Riverside County.

4. Period of Performance 07/01/2021
From:

Period of Performance To: 04/30/2023

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

The total contract amount for these specialized services will not exceed \$2,124,191 for two years. The rates for these positions are on par with the average industry salary rates for similar non-profit positions. The department has performed market research and deemed the position costs are fair and reasonable. Market research was performed for the listed positions based on similar CBO positions at LinkedIn and on Salary.com.

Title of Positions FTE VyC LinkedIn Salary.com Median Salary
Executive Director 0.1 \$12,690 \$10,800 \$8,403 \$10,631
Associate Director 0.20 \$22,000 \$22,000 \$22,432 \$ 22,144
Program Director 1 \$75,005 \$75,000 \$124,805 \$91,603
Training Director 0.25 \$18,750 \$22,800 \$19,130 \$20,226
Network Manager – 0.25 \$15,600 \$15,000 \$13,330 \$14,643
Parent Leadership 1 \$62,400 \$49,100 \$69,809 \$60,436

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY21/22	691,565.00

Enter all additional FY costs in the table below .

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY FY 22/23 \$1,432,626

FY

FY

FY

FY

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 691,565.00

Adminis Assistant 1 \$49,920 \$41,600 \$41,723 \$ 44,414
 Promotores / Com 1 \$39,520 \$43,100 \$40,000 \$40,873
 Peer Crisis Counsel 1 \$39,520 \$45,800 \$45,000 \$43,440

Projected Board of Supervisor

Date (if applicable):

Commodity Code 96944

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

	Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	1/14/2022		

Total 691,565.00



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Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Starting Over Inc
Fulfillment Address Other-501c3 - Rent: (preferred)
 1390 W 6th St Ste 100
 Corona, California 92882 United States
Vendor Phone +1 951-898-0862

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ☒

Email (HTML Body) stoinccorona879@yahoo.com
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Yes

Purchase Details

1. Supply/Service being requested:

RUHS-Public Health is requesting services from Starting Over, Inc. to provide outreach and linkages to care for at-risk populations (e.g. formerly incarceration populations and unsheltered individuals) for COVID-19 prevention and response efforts without seeking competitive bids.

RUHS-Public Health has identified a strong need, but limited ability to outreach and engage formerly incarcerated and unsheltered individuals. These communities experience disproportionate and unique health concerns, including higher risks of COVID-19 infection and death. Formerly incarcerated and unsheltered individuals face barriers to engaging in COVID-19 prevention recommendations such as limited access to PPE (e.g. masks, face shields, clean water/soap, sanitizer) vaccine and healthcare access, and difficulty adhering to social distancing and/or isolation in congregate settings (e.g., shelters).

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Based on research conducted on more than thirty Community Based Organizations (CBOs), Starting Over, Inc. is the only CBO in Western Riverside County that offers three different housing models: sober housing, transitional housing, and Housing First options with case management for formerly incarcerated individuals. Other CBOs could only provide one or two housing options or were limited in populations served or services provided

Starting Over, Inc. is uniquely familiar with Public Health's target population (e.g., unsheltered individuals and formerly incarcerated populations). They provide housing and re-entry services for under-resourced communities, including unsheltered individuals, formerly incarcerated populations, and those populations who are vaccine hesitant and are at greater risk of COVID-19. By connecting those they serve to both physical and behavioral health care services, along with safe housing options, these individuals will have access to necessary prevention and intervention resources for COVID-19.

Starting Over, Inc. takes a holistic approach to addressing homelessness and recidivism by providing transitional housing and wrap-around re-entry services to low-income men, women, and children, while effectively fostering self-reliance, leadership, civic engagement, and economic development. At least 75% of their staff is formerly incarcerated or system impacted. It is by uniquely employing people with lived experiences related to housing, peer support, organizing and advocacy that gives Starting Over, Inc. an expertise that many organizations do not have. This experience makes Starting Over, Inc. familiar with the challenges faced by their clients and competent to provide linkages to care.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

The Centers for Disease Control and Prevention ("CDC") approved the grant application and scope of work that specified that Public Health identified and will work with Starting Over, Inc. to provide these services. Starting Over, Inc. serves unsheltered and formerly incarcerated populations in Western Riverside County.

There is an increased need for the services provided by Starting Over, Inc. due to these unprecedented times.

Formerly incarcerated and unsheltered individuals face unique barriers to engaging in COVID-19 prevention recommendations such as limited access to PPE (e.g. masks, face shields, clean water/soap, sanitizer) vaccine and healthcare access, and difficulty adhering to distancing and/or isolation in congregate settings (e.g., shelters).

4. Period of Performance 7/1/2021
From:

Period of Performance To: 6/30/2022

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

The total cost for this project will not exceed \$300,000 for one year. The price is deemed reasonable based off research and salary comparison, the hourly salary was compared through Glassdoor at

Description: FY 21/22

Starting Over, Inc. will provide outreach services, vaccine information, PPE, reentry resource (e.g., health and housing) information to formerly incarcerated and unsheltered individuals. This includes costs for salaries and benefits, services and supplies, data collection and progress reporting, trainings, and stipends. \$300,000.00
Total Costs \$300,000.00

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY 21/22	300,000.00

Enter all additional FY costs in the table below.

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

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Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 300,000.00

both the average and nonprofit rate.

Job Title Starting Over Hourly Glass Door Average (Hourly) Glassdoor
Nonprofit Average (Hourly) Average Hourly Rate
Executive Director \$57.69 \$58.88 \$44.13 \$53.57
Program Director \$24.00 \$31.05 \$37.84 \$30.96
Logistics Manager \$17.30 \$35.00 \$29.98 \$27.43
Outreach Coordinator \$20.00 \$25.08 \$22.72 \$22.60
Outreach Assistant (x2) \$18.00 \$23.02 \$22.72 \$21.25
Volunteer Coordinator \$18.00 \$18.11 \$22.72 \$19.61

Based on the research above, Starting Over, Inc. has the lowest combined job title average and the average hourly rate of the program director, logistics manager, outreach coordinator, outreach assistant, and volunteer coordinator.

Starting Over, Inc. is the only CBO in Riverside County that provides outreach and linkages to care for the at-risk populations (e.g. formerly incarceration populations and unsheltered individuals) which is outlined in the grant's required scope of work.

All costs are 100% grant funded and will be reimbursed by the Centers for Disease Control and Prevention (CDC).

Projected Board of Supervisor

Date (if applicable):

Commodity Code 96258

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

	Approved by	Date Approved	Approval Conditions/Comments
This section to be filled out by Purchasing Management only upon approval.	Suzanna Hinckley	11/16/2021	Excellent non competitive justification, thank you for the market research detail. Also good details in price reasonableness

Total 300,000.00



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor El Sol Neighborhood Educational Services
Fulfillment Address Corp/Services: (preferred)
PO Box 449
San Bernardino, CA 92402 United States
Vendor Phone +1 909-714-5003

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ☒

Email (HTML Body) alexwfg@yahoo.com
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Approve the Single Source Agreement with El Sol Neighborhood Educational Center (El Sol) and Riverside University Health System – Public Health (Public Health). Public Health has received funding from the Centers for Disease Control and Prevention (CDC) to address COVID-19 related health disparities and advance health equity among populations that are at high-risk and underserved, including racial and ethnic minority groups and people living in rural areas. Funding will be used to mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities.

El Sol will work to develop a COVID-19 Resilience and Recovery Program (CRRP). The CRRP includes building the capacity of 8-10 community-based organizations (CBOs) and 30 Community Health Workers (CHWs) to deploy culturally and linguistically responsive community-based groups that will focus on resilience, recovery, emotional healing, and wellness for Riverside County residents seeking services.

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

FY 21/22 \$656,498

Please see attached for the Scope of Work.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

In 2011, El Sol was recognized for its outstanding work including their leadership and management systems and received the Nonprofit Award from the Nonprofit Resource Center. El Sol has demonstrated financial and programmatic capacity to successfully implement similar projects. Additionally, due to its exemplary efforts for COVID-19 response, El Sol has been recognized by Dr. Antoni Fauci and the White House. Their Time to Heal Toolkit is listed on the website of the CDC and in 2021, El Sol was selected as one of California's Nonprofit of the Year.

El Sol has 30 years of experience deploying community-based educational programs and initiatives focused on systems change, evidence-based approaches, and policy advocacy to improve health outcomes. El Sol is a pioneer and leading agency in programs for Community Health Workers and Promotores focusing on identifying, training, deploying, and supporting CHWs and Promotores in the County.

El Sol has been instrumental in developing capacity of cultural-specific groups, such as the African American Health Coalition and Pacific Islander community, by providing technical assistance to develop the capacity of the community and organizations in areas such as forming coalitions, collaborating with key community stakeholders, grant writing, program design and evaluation, and community-based participatory research.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

As Riverside County works to address COVID-19 health disparities in communities that are at high-risk and underserved, El Sol's programs are already based on an equity framework with intentional focus on engaging community leaders representing communities who have not traditionally participated in leadership roles in county-wide initiatives.

Due to El Sol's extensive community work, during the COVID-19 pandemic, they had the ability to mobilize CHWs and Promotores to provide reliable and factual education to residents of Riverside County on COVID-19 prevention, testing, and vaccination. This has been necessary due to the continued widespread of COVID-19 misinformation especially in communities that are already at a disadvantage. With this funding, El Sol will be able to expand on their efforts by developing and implementing a COVID-19 Resilience and Recovery Program (CRRP) that will benefit low-income and vulnerable populations affected by the COVID-19 pandemic.

El Sol has a robust, positive track record developing the capacity of grassroots community residents to serve as CHWs and Promotores. This is at the core of all strategies designed to address social determinants of health. Additionally, CHWs and Promotores are deployed to effectively engage and educate community residents to achieve measurable changes in knowledge, attitudes, skills, and behaviors.

4. Period of Performance 12/01/2021
From:

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY21/22	656,498.00

Enter all additional FY costs in the table below .

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY FY 22/23 \$1,343.502

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Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 656,498.00

Period of Performance To: 04/30/2023

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

The total contract amount for these specialized services will not exceed \$2,000,000 for two years. The rates for these positions are on par with the average industry salary rates for similar non-profit positions. The department has performed market research and deemed the position costs are fair and reasonable. Market research was performed for the listed positions on the following websites: LinkedIn.com and Salary.com

Positions FTE El Sol LinkedIn Salary.com Average Median Salary

Executive Director 0.15 \$12,480 \$16,200 \$12,604 \$13,761
Director of Progra 0.25 \$17,160 \$18,750 \$31,201 \$22,370
Project Manager 1 \$52,000 \$59,100 \$95,311 \$68,804
Office Assistant 1 \$33,280 \$41,600 \$41,723 \$38,868
Data Entry 1 \$33,280 \$34,900 \$36,150 \$34,776
Training Coord 1 \$41,600 \$51,200 \$57,267 \$50,022
Training Director 0.5 \$31,200 \$45,600 \$38,260 \$38,353
Comm Health Media Support / Spec 1 \$37,440 \$50,000 \$52,178 \$46,539
Community Health /Educator 1 \$35,360 \$43,100 \$40,000 \$39,487
Mental Health Spec/Practitioner 1 \$52,000 \$56,700 \$40,468 \$49,723
Project Quality Assurance / Specialist 0.5 \$26,000 \$26,416 \$33,150 \$28,522
Fiscal/Claims Analyst 1 \$35,360 \$54,000 \$45,662 \$45,007
Training Support 1 \$41,600 \$51,200 \$57,267 \$50,022
Finance Director 0.1 \$6,240 \$6,000 \$8,383 \$6,874

Projected Board of Supervisor

Date (if applicable):

Commodity Code 96944

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by

Date Approved

Sole Source Number

Approval
Conditions/Comments

This section to be filled out by Purchasing Management only upon approval.

Suzanna Hinckley

1/14/2022

Total 656,498.00



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Prevention Institute
Fulfillment Address Other-501c3 - Services: (preferred)
 221 Oak St
 Oakland, California 94607 United States
Vendor Phone +1 510-444-7738

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ☒

Email (HTML Body) Justin@preventioninstitute.org
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ# 45298

If selected "yes", was the request approved for a different project?

Yes

Purchase Details

1. Supply/Service being requested:

Prevention Institute (PI) will provide technical assistance and strategic planning services to Public Health and community partners. With these efforts, PI will be able to provide an organizing structure and framework with a public health approach to advance health equity and racial justice throughout the County.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's

PI has extensive experience leading strategic planning processes, training, and facilitation efforts, and advancing innovative multisector strategies and partnerships to support safety, health, and wellbeing of communities for over 20 years. PI has been instrumental in developing tools and frameworks throughout California to strengthen action for health equity One being "Our Tool for Health and Resilience in Vulnerable Environments (THRIVE)." This tool helps communities understand how structural drivers, such as racism, unfold health. Additionally, PI has created "Our Adverse Community Experiences and Resilience (ACE|R)" and it has been used under the PH Riverside Resilience program since 2017. ACE|R is used to assist communities that have experienced adversity to recognize their community strengths and incorporate healing into their plans to promote health, safety, and wellbeing.

Most recently, PI created the System of Prevention framework, and it describes how systems have created health inequities and explains how said systems need to be redesigned to achieve health equity. PI has collaborated with the US Centers for Disease Control and Prevention on a practitioner's guide for advancing health equity. The many tools and frameworks developed by PI are used to address health inequities and how to achieve a culture of health equity.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

PI will provide a framework/roadmap focusing on upstream prevention, social determinants of health, and health equity by aligning policies, practices, and partnerships throughout Riverside County. Riverside University Health System -Public Health (RUHS-PH) currently does not have an actionable roadmap to address social determinants of health, health inequities, and systematic racism. This actionable roadmap will guide the efforts for RUHS-PH and key partners for the next 5-10 years. PI will also provide technical assistance to RUHS-PH and partners.

PI will provide technical assistance on elements such as project management, material review/analysis, capacity building for County staff and community partners, recruitment and engagement of community partners and stakeholders, developing a strategic framework, and assisting in media and communications plan to ensure that media is equitably shared. The technical assistance that PI will be able to provide will assist RUHS-PH in its goal to address health inequities and systematic racism.

RUHS-PH, key partners and communities throughout Riverside County will benefit from the framework/roadmap and technical assistance that PI will provide, this roadmap will address key health inequities and also provide actionable items for the next few years. The resources and tools they have created will align with the goals of RUHS-PH to address health equity and racial justice. PI will continue to support and fight for the needs of communities who are underserved making them a key partner to RUHS-PH. PI will be able to provide partnerships and engage RUHS-PH in coalitions focusing on health equity and racial justice.

4. Period of Performance 07/01/2021
From:

authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

FY21/22 \$164,271

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY21/22	164,271.00

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY 22/23 \$579,898
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Additional FY
Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total:	164,271.00
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Period of Performance To: 06/30/2023

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

The total contract amount for these specialized services will not exceed \$744,169 for two years. The rates for these positions are on par with the average industry salary rates for similar non-profit positions. The department has performed market research and deemed the position costs are fair and reasonable. Market research was performed for the listed

positions based on similar positions at Cal State University, San Bernardino, UCLA Health, UC Irvine, Dignity Health, Tata Consultancy Services and Northwell Health Project.

Additional market research via Salary.com show that the positions offered through Prevention Institute have similar funded salaries and some positions are funded below in comparison to other organizations.

Title of Positions FTE YR 1 YR2 P Institute Other Company
Salary.com

Dep Exe Director 10% 15% \$183,612 \$150,000 CSUSB \$150,201

Assoc Program Dir 5% 50% \$116,600 \$151,000 UCLA Health
\$117,379

Program Manager 30% 40% \$92,182 \$83,500 Tata Consult Svs
\$139,215

Program Coordinator 25% 65% \$60,600 \$49,300 UC Irvine \$65,505

Program Assist 25% 65% \$53,045 \$62,900 Northwell Health Project
\$48,199

Executive Assistant 10% 15% \$80,000 \$62,000 Dignity Health
\$73,245

Comm Director/Staff 10% 25% \$128,677 \$141,000 UCLA Health
\$156,315

Projected Board of
Supervisor Date (if
applicable):

Commodity Code 96944

Supporting Documentation

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Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

This section to be filled out by Purchasing Management only upon approval.	Purchasing Approval			
	Approved by 	Date Approved	Sole Source Number	Approval Conditions/Comments
	Suzanna Hinckley, Assistant Director			

Total 164,271.00