

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



ITEM: 3.29  
(ID # 18419)

**MEETING DATE:**

Tuesday, March 22, 2022

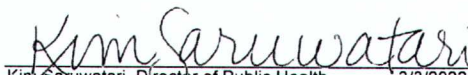
**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Professional Service Agreement with Public Health Institute 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 \$920,000; up to \$46,000 in Additional Compensation] 100% Federal Funds

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

1. Ratify and approve the Professional Service Agreement with Public Health Institute to address COVID-19 health disparities among high risk and underserved populations without seeking competitive bids for a total aggregate amount of \$920,000 for effective dates from June 1, 2021 and terminating by June 30, 2023; and
2. Authorize the Chair of the Board to sign the Agreement 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**

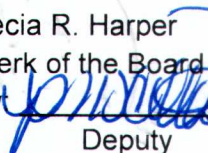
  
Kim Saruwatari, Director of Public Health 3/3/2022

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 22, 2022  
xc: RUHS-PH

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$460,000	\$460,000	\$920,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 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 organization within Riverside County to accomplish the strategies outlined below:

- **Public Health Institute (via the Public Health Alliance)** will provide data and Healthy Places Index (HPI) technical assistance, including briefs and assessments, trainings on HPI, both for our executive leadership team and collaborative partners, Public Health Alliance will implement small area estimation social determinants of health calculator. Public Health Alliance will also create story maps in partnership with community members facing inequities, establish a health system HPI pilot, and provide tailored HPI technical assistance. Public Health Alliance will assist RUHS-PH and collaborators with equity-focused technical assistance (including briefs and assessments), provide Office of Equity resource starter kits, and develop equity priorities brief and a health equity policy action plan (which includes a community engagement and power-building resource starter kit). Finally, Public Health Alliance will provide training on race equity as well as power building and sharing, tailored equity-focused technical assistance, and conveyance of a regional equity learning collaborative.



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

**Impact on Residents and Businesses**

The strategies to be implemented through this funding are aimed at building infrastructures that 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:

<b>Vendor</b>	<b>FY21/22</b>	<b>FY22/23</b>	<b>Total</b>
Public Health Institute	\$460,000	\$460,000	<b>\$920,000</b>

**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:**

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

- A. Professional Service Agreements
  - a. 22-026 – Public Health institute
- B. Single Source Justifications
  - a. Public health Institute



---

Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

3/10/2022



---

Jacqueline Ruiz, Sr. Management Analyst

3/15/2022



**PROFESSIONAL SERVICE AGREEMENT**

for

**COVID-19 REDUCING HEALTH DISPARITIES GRANT**

between

**COUNTY OF RIVERSIDE**

and

**PUBLIC HEALTH INSTITUTE**



MAR 22 2022 3.29

**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement .....	4
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	6
9. Independent Contractor/Employment Eligibility .....	7
10. Subcontract for Work or Services .....	8
11. Disputes .....	8
12. Licensing and Permits .....	9
13. Use by Other Political Entities .....	9
14. Non-Discrimination .....	9
15. Records and Documents .....	10
16. Confidentiality .....	10
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification .....	12
22. Insurance .....	12
23. General .....	15
Exhibit A-Scope of Service.....	19
Exhibit B- Payment Provisions .....	21



This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between PUBLIC HEALTH INSTITUTE, 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 upon signature of this Agreement by both parties and continues in effect between June 1, 2021 and 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 NINE HUNDRED TWENTY THOUSAND DOLLARS (\$920,000) 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**

**6.1** As between the Parties, CONTRACTOR is the sole and exclusive owner of any and all materials and information developed or otherwise obtained by or for CONTRACTOR independently of this Contract (“CONTRACTOR Materials”). COUNTY will not copy, modify, distribute or transfer (by any means), display, sublicense, rent, reverse engineer, decompile, or disassemble the CONTRACTOR Materials except as specifically provided in this Contract.

**6.2** All inventions, discoveries, and intellectual property, including any derivative works of CONTRACTOR Materials, originated or prepared by CONTRACTOR pursuant to this Contract (collectively, “Work Product”) shall belong to, and are hereby assigned to, Contractor as its sole and exclusive property.

**6.3** COUNTY shall have Government Purpose Rights to the Work Product. “Government Purpose Rights” are the irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product, solely for “COUNTY Government Purposes.” For the avoidance of any doubt, COUNTY Government Purposes include but are not limited to the work related to the Scope of Service in Exhibit A, attached hereto, work related to the COVID-19 Pandemic (as defined by the Centers for Disease Control and Prevention), and work related to addressing health disparities. “Government Purpose Rights” also include the right to release or disclose the Work Product outside COUNTY solely for COUNTY Government Purposes and to authorized recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product solely for COUNTY Government Purposes. Such recipients of the Work Product may include, without limitation, COUNTY Contractors, California local governments, the U.S. federal government, and the State of California. “Government Purpose Rights” or COUNTY Government Purposes do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose or inure a commercial benefit to a third-party.

**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 be 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**

**Public Health Institute**  
555 12<sup>th</sup> st, STE. 290  
Oakland CA 94607  
ATTE:



**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](http://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.

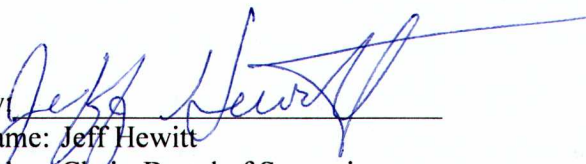
[SIGNATURES FOLLOWING NEXT PAGE]



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

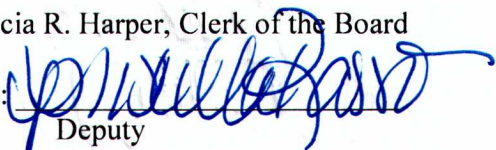
**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

**PUBLIC HEALTH INSTITUTE**, a California  
nonprofit corporation

By:   
Name: Jeff Hewitt  
Title: Chair, Board of Supervisors  
Dated: MAR 22 2022


By:   
Name: Darneshia S. Blackmon  
Title: Director, Bid and Proposal  
Dated: 2/3/2022

ATTEST:

Kecia R. Harper, Clerk of the Board  
By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Esen Sainz (Feb 14, 2022 14:08 PST)  
Esen Sainz,  
Deputy County Counsel

**EXHIBIT A****SCOPE OF SERVICE****CDC COVID-19 Reducing Health Disparities Grant  
Riverside University Health System-Public Health**

For a total budget of \$920,000, CONTRACTOR will provide the following technical assistance activities to the County of Riverside's Riverside University Health System-Public Health as it implements its CDC grant, between June 1, 2021 and May 31, 2023:

**I. Data/Healthy Places Index Technical Assistance****A. Briefs/Assessments**

- 1. Develop a Policy, Systems and Environmental Strategies Brief Based on COVID-19 and Community Conditions Data:** Produce a customized brief informed by the Healthy Places Index (HPI), community conditions, and local COVID-19 data. The brief will identify local risk factors for, and disparities in, COVID-19, and utilize the HPI Policy Action Guides and other best practices to provide recommendations for specific PSE strategies for mitigation. The brief will consist of two parts:
  - Local risk-factor analysis of COVID-19 data (cases, hospitalizations, deaths, vaccination coverage), HPI, and community conditions
  - Custom PSE policy menu, informed by the local risk factors identified in part 1.
- 2. Develop a Healthy Places Index Equity Profile & COVID-19 Impact Brief:** Produce a jurisdiction specific two-part equity profile and COVID-19 companion brief designed to highlight priority equity considerations both during COVID-19 and beyond. The COVID-19 companion brief is designed to highlight the disproportionate impact of COVID-19 on communities throughout the jurisdiction and identify areas of opportunity for addressing disproportionate impact, as well as policy solutions for addressing these inequities.
- 3. Report on Race/Ethnicity Data Collection Practices:** CONTRACTOR will review LHD materials (such as survey instruments and database input forms) and assess current practices for the collection of race/ethnicity and other sensitive demographic data, such as sexual orientation and gender identity.

Based on this assessment, recommendations, which may include staff training, process improvements, and instrument modifications, will be made to standardize the collection of, successfully elicit, and record accurate data on, sensitive demographic characteristics.

Tasks would include:

- Conducting a literature review, including outreach to community groups, on best practices for writing and collecting sensitive data
- Reviewing all LHD materials that ask a question on R/E & SOGI
- Compiling specific recommendations to modify LHD materials



- Creating and conducting trainings for staff on how to appropriately elicit and record these data (focus on COVID-19 CI/CT staff)

## **B. Trainings**

- 1. Up to 4 Interactive, Hands-On Trainings on New HPI Platform:** Up to 4 trainings to LHD executive leadership, data leads and other key staff on using the new features on the HPI platform, including:
  - Longitudinal data
  - Race/ethnicity stratified data
  - Map comparison tool
  - Local point data
  - Neighborhood life expectancy predictor
  - Dynamic policy actions
  - Racial equity & health justice indicators

These trainings would cover:

- 1) Instruction on the use of the new features,
- 2) Understanding the HPI data update, and
- 3) Practical exercises linking local data to action, including COVID-19 specific exercises identifying community conditions mapped to increased local risk of COVID-19, and the policy opportunities to mitigate these conditions.

6 additional hours (total) of TA would be provided to participants to answer technical, data, and programmatic questions.

- 2. Up to 4 Multi-Sector HPI Trainings on New Platform:** Provide up to 4 trainings for collaborative partners on how to use the new Healthy Places Index platform, including:
  - Longitudinal data
  - Race/ethnicity stratified data
  - Map comparison tool
  - Local point data
  - Neighborhood life expectancy predictor
  - Dynamic policy actions
  - Racial equity & health justice indicators

These trainings would cover:

- 1) Understanding HPI data, the social determinants of health, and the root causes of health inequities
- 2) Instruction on the use of the HPI mapping platform features,
- 3) Instructions on the use of HPI Policy Guides,
- 4) Practical exercises linking local data to action, including COVID-19 specific exercises identifying community conditions mapped to increased local risk of COVID-19, and the policy opportunities to mitigate these conditions, and

5) Combining HPI and COVID-19 data and maps with community experiences and storytelling

**3. Up to 4 Multi-Sector Race/Ethnicity Data Collection Trainings:** Collection of accurate race/ethnicity data is crucial for measuring disparities in health outcomes, including COVID-19. CONTRACTOR will develop and deliver up to 4 trainings for collaborative partners on:

- 1) Importance of race and ethnicity data and their role in informing health equity work
- 2) Best practices for the design of questions collecting race/ethnicity, and strategies to elicit these data successfully and accurately

### **C. Implementation of Small Area Estimation Social Determinants of Health Calculator**

Routine contact tracing and case investigation cannot capture all place-based risk factors for COVID-19, often because it is too difficult or inefficient to elicit these data. Review of currently collected LHD data related to COVID-19 will identify those measures – including race/ethnicity and other sensitive demographic characteristics – that are frequently missing or are not captured. CONTRACTOR has developed a tool, the SDOH Calculator, to provide key community and demographic context in the surveillance and control of COVID-19. The Calculator generates “Dynamic Atlas” reports, which include demographic and community condition estimates for COVID-19 cases, deaths, test positivity, hospitalization, and vaccine coverage. The Dynamic Atlas can be used for program evaluation, tracking health inequities, and can inform resource allocation, community outreach, and other interventions.

CONTRACTOR will:

- 1) Assess current COVID-19 surveillance data and identify gaps;
- 2) Implement the SDOH Calculator using LHD COVID-19 data
- 3) Create a custom Dynamic Atlas report template, with measures of demographic and community characteristics missing from routine surveillance and guided by LHD priorities
- 4) Generate weekly Dynamic Atlas reports for LHD staff
- 5) Train staff on the interpretation of Dynamic Atlas reports, focusing on practical uses of intervention development and evaluation, tracking health inequities, and informing community outreach.

After trial use with COVID-19, the CONTRACTOR will provide guidance on generalizing this approach – including implementation of the SDOH calculator and Dynamic Atlas reports - to supplement routine surveillance work on a variety of other conditions, including chronic diseases and health risk behaviors, such as smoking.

### **D. Create Story Maps in Partnership with Community Members Facing Inequities**

Community voices became critical during COVID-19 to lift up and address inequities in the response. Pairing community voices with quantitative data is a great opportunity to elevate these stories and develop and implement plans for addressing these inequities. To this end, the CONTRACTOR will work with an LHD identified community-based organization to identify community members who can create story maps where qualitative data and stories can be shared and posted on the HPI map. In Riverside, CONTRACTOR would propose working with the Riverside Community Health Foundation, who CONTRACTOR has an



emerging partnership as part of their Transformative Climate Communities grant. The CONTRACTOR will work closely with the CBO leads as well as a resident leadership academy to develop these story maps.

All participants will be receive stipends for their time. The CONTRACTOR will train them on how to use HPI, and will guide, mentor and assist them so that they can put forward their stories in an impactful way. Participants can upload a variety of different media, including photos, spoken word, audio, and video. CONTRACTOR would encourage community members to be creative in telling their stories. These story maps will incorporate a stronger community voice and storytelling component into the quantitative mapping of HPI, and empower community members with greater quantitative skills.

There would be two end products:

- 1) Minimum of 5 stories backed up by quantitative data and posted on the HPI platform
- 2) A Community Equity Brief developed in partnership with the participating community members that compiles all the stories and data together in one document.

#### **E. Establish a Health Systems HPI Pilot**

In healthcare, patients (and patient populations) are typically understood through their individual health conditions. This approach fails to capture the far more influential aspects – the upstream social determinants of health – that shape people’s lives.

To address this gap, COUNTY will identify a willing health system and facilitate a connection to the CONTRACTOR to establish a pilot program to integrate HPI and SDOH data into enrollment and clinical information, including those related to COVID-19.

In collaboration with COUNTY the identified health system, and the CONTRACTOR, this pilot would explore the use of HPI/SDOH data in:

- 1) Informing patient treatment,
- 2) Internal or external referrals to healthcare and/or social services,
- 3) Identification of risks and their statistical adjustment,
- 4) Assessment of equity of health outcomes and clinical quality programs, and
- 5) Targeting community investments and grants that will directly benefit health care organizations' patients and insured population.

This program would build in key measures of SDOH throughout the continuum of care, and inform investments in those community conditions to have measurable impacts on the health of the patient population. A more detailed scope is available [here](#).

#### **F. Tailored HPI Technical Assistance**

The CONTRACTOR will offer tailored technical assistance on HPI based on priority and emerging needs.

## **II. Equity-Focused Technical Assistance**

### **A. Briefs/Assessments**



1. **Office of Equity Resource Starter Kit:** Create and compile an Office of Equity Resource Starter Kit, including key recommendations for additional opportunities to institutionalize and operationalize equity (e.g. resources, articles, videos, as well as identification of additional capacity building opportunities for internal and cross-departmental equity staff and leadership). Recommendations and resources will be based on a scan of current departmental resources/equity capacity, as well as discussion/focus groups with key departmental staff and leadership.
2. **Develop an Equity Priorities Brief:** Develop an Equity Priorities Brief that identifies key areas for strengthening equity capacity across the agency. The brief will build off of discussions and information gathering from key departmental staff, leadership and stakeholders, as well as priority documents used for advancing equity department-wide. The brief may include:
  - Identification of high priority opportunities for advancing equity as a department (including opportunities to institutionalize and/or expand an Office of Equity)
  - Identification of opportunity areas to strengthen race and health equity capacity across the department, including identification of resources, trainings, and other capacity building support
  - Identification of opportunities for strengthening community partnerships and authentic engagement around high priority equity needs
3. **Health Equity Policy Action Plan:** Convene a small working group of policy and equity thought leaders in the Department (to be identified by the Director) in order to develop a customized Health Equity Policy Action Plan for the department. The plan would include relevant data profiles from the Healthy Places Index, identify key social determinants of health indicators, and tiered recommendations to improve population health based on analysis of the HPI data, local legislative agendas, recent Board policy, community health improvement plans, and political viability.
4. **Community Engagement & Power Building Resource Starter Kit:** With a focus on engaging community and building community power in government. The starter kit would include a list of best practice resources, articles, videos and capacity building opportunities for internal and cross-departmental equity staff and leadership (including those that are working to support an Office of Equity launch and growth when applicable).

## **B. Trainings**

1. **Up to 4 Tailored LHD Health and Race Equity Trainings:** Develop and implement up to 4 tailored health and race equity training opportunities (based on department needs). The CONTRACTOR will provide virtual workshops for health and equity leaders in the department that elevate the impact of race and place on health outcomes and uplift the historic and contemporary root cause drivers of health inequities. The workshops would establish shared definitions and common language, identify systemic barriers to optimal health, identify opportunities for increased attention to equity issues (including during COVID-19 and beyond) and strategically planting programmatic investments in areas with less healthy community conditions, and more.



2. **Up to 4 Power Building and Sharing Trainings/Workshops:** Develop and implement up to 4 trainings/workshops for health and equity leaders in the department that elevate best practice approaches for building authentic community relationships and strategies for co-designing solutions that work to address health inequities. Workshops would be developed in collaboration with department equity leads and would provide compensation for and incorporate expertise from local community leadership/partners.

**C. Tailored Equity-Focused Technical Assistance**

The CONTRACTOR will offer tailored equity-focused technical assistance based on priority and emerging needs.

**III. Regional Equity Learning Collaborative**

**Convene a Regional Equity Learning Collaborative:** The CONTRACTOR will convene and facilitate a regional health and racial equity-focused learning collaborative that would consist of cross-departmental member teams, including leadership level and equity focused staff, from each LHD grantee. This collaborative would focus on key strategies and approaches for operationalizing equity internally and in partnership with the communities they serve, in alignment with this grant’s intended outcomes, strategies and activities. The collaborative will also focus on regional opportunities for alignment around strategies and community-informed approaches for advancing health and race equity during COVID-19 and beyond.

The proposed model is the following:

- Minimum of 6 virtual convenings over two years over the grant period
- Each member department/agency will identify a 5-6 person cross-departmental learning collaborative team. Each team should include: one department/agency equity lead, key partners from the equity office or aligned division/bureaus, Director commitment and/or support
- Hands on skill building/training facilitated by the CONTRACTOR and other expert speakers/practitioners.
  - Key themes/priorities will be aligned with this grant’s intended outcomes, strategies and activities, which include, but are not limited to: Racism as a Public Health Crisis Implementation Strategies), Regional Approaches for Data Standardization, Advancing Racial Equity in a Prop 209 State, Enhancing Cross-Departmental Capacity to Advance Health/Race Equity, Advancing Equity Through Departmental Plans (CHA/CHIP), Advancing Health and Race Equity in Contracting and Procurement, Community Coalition and Power building, etc.
- Identification of regional priorities/areas of alignment with this grant’s intended outcomes, strategies and activities, especially Strategy #3 around building, leveraging, and expanding infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved.

**Timeline**

June 1, 2021 to May 31, 2023

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

**EXHIBIT B**  
**PAYMENT PROVISIONS**

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

**1. BUDGET**

\$920,000

Description	FY 21/22	FY 22/23	Total
Professional Service Agreement	\$460,000	\$460,000	
<b>Total Costs:</b>			\$920,000

**2. INVOICE**

A. CONTRACTOR can invoice quarterly:

a.) The CONTRACTOR will bill in equal installments per quarter starting in June 2021 and ending with May 2023.

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  
RIVCO-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 #22-026; 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 NINE HUNDRED TWENTY THOUSAND DOLLARS (\$920,000.00) including all expenses.

/// //// ///








# PHI 20220203\_PE\_22-026 Public Health Institute\_partial sig

Final Audit Report

2022-02-14

Created:	2022-02-10
By:	Teresa Diez (tdiez@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4_ZSvUs2hcpoWi0r2gGmzdpW4jsydBYW

## "PHI 20220203\_PE\_22-026 Public Health Institute\_partial sig" History

-  Document created by Teresa Diez (tdiez@ruhealth.org)  
2022-02-10 - 0:03:21 AM GMT- IP address: 158.61.0.90
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature  
2022-02-10 - 0:05:29 AM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)  
2022-02-11 - 0:59:47 AM GMT- IP address: 158.61.0.90
-  Document e-signed by Esen Sainz (esainz@rivco.org)  
Signature Date: 2022-02-14 - 10:08:24 PM GMT - Time Source: server- IP address: 158.61.0.90
-  Agreement completed.  
2022-02-14 - 10:08:24 PM GMT



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** Public Health Institute  
**Fulfillment Address** Corporation-Service-Non-Profit:  
 (preferred)  
 California Lean Project  
 Public Health Institute  
 555 12th Street, 10th Floor  
 Oakland, California 94607 United States  
**Vendor Phone** +1 916-532-1969

### Distribution

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

Check this box to customize order distribution information.

**Email (HTML Body)** rivcoprosupport@riverside.gov  
**Contract**

### Background Information

**Please indicate if this is a single or sole source below**

Sole 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:

RUHS-PH has received funding from the Centers for Disease Control and Prevention (CDC) to address COVID-19 health disparities among populations at high-risk and underserved, including racial and ethnic minority populations and rural communities.

The Alliance will provide:

(1) Data/Healthy Places Index (HPI) technical assistance, including briefs and assessments; Trainings on HPI, both for our executive leadership team and collaborative partners; Implementation of small area estimation social determinants of health calculator; Creation of story maps in partnership with community members facing inequities; Establish a health system HPI pilot; provide tailored HPI technical assistance.

(2) Equity-focused technical assistance including briefs and assessments; Office of equity resource starter kit; Development of equity priorities brief; Health equity policy action plan; A community engagement and power building resource starter kit; Provide training

### 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.

Description: FY 21/22 FY 22/23  
 Professional Service Agreement: \$460,000



on race equity as well as power building and sharing; provide tailored equity-focused technical assistance.

(3) Convenance of a regional equity learning collaborative.

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

The Alliance is a collaborative of ten (10) local Health Departments in Southern California, whose members have statutory responsibility for the health of nearly 60% of California's residence. They focus on multi-sector policy, systems and environmental change to improve population health and equity. No other agency exists that does the work of the Alliance. Partnering with the Alliance will allow Riverside County to stay on the forefront of policy development and implementation as it relates to Health Equity and COVID-19. Through this partnership, the Alliance will provide equity focused technical assistance including briefs, assessments, policies, and multiple training on the use of HPI. The Alliance is contracting with nine other local health jurisdictions in the region to assist in fulfilling this CDC grant initiative.

The Health Places Index (HPI) was selected by the California Department of Public Health to address COVID-19 case and vaccine equity. The Alliance is the only source for the HPI platform. The HPI platform was designed to assist users to explore local factors that predict life expectancy and compare community conditions across the state. The HPI provides overall scores and more detailed data on specific policy action areas that shape health, like housing, transportation, education and more.

The Alliance 2021 Policy Platform outlines important and timely regional, state, and federal policy opportunities that can create transformative changes in our communities. This includes increasing resources and investments in local health departments, elevating health equity, prevention, and upstream social determinants of health approaches across sectors and ensuring an equitable and just COVID-19 response and recovery. By partnering with the Alliance, Riverside County will be able to increase and improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, sever illness and death.

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

The Alliance was identified as a core partner on the grant application to the CDC due to their expertise in increasing resources and investments in local health departments; elevating health equity, prevention, and upstream social determinants of health approaches across sectors; ensuring an equitable and just COVID-19 response and recovery; and using data for action with the HPI. California Department of Public Health incorporated HPI into the development of a Health Equity metric in the Blueprint for Reopening and as part of equitable vaccine administration. Local health jurisdictions, including Riverside County are required to use HPI to target the least advantaged communities. In addition, Riverside County Executive Office has requested the use of HPI to help focus services and efforts towards addressing COVID-19 outbreaks and responses. The Alliance is the only source for the HPI platform. Riverside County will use the HPI platform to target response and vaccine distribution to communities with the lowest HPI scores. In addition to the characteristics calculated in the Healthy Places Index, the mapping tool includes additional selectable data layers such as: health outcomes; race/ethnicity; climate change effects; and other

\$460,000  
Total Costs: \$920,000

**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
Professional Service Agreement FY 21/22	460,000.00

**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	FY 22/23 \$460,000.00
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: 460,000.00**



layers that will be valuable in advancing resilient and equitable communities. HPI is used to elevate strategic equity considerations and target investments in communities with less healthy community conditions. Here in Riverside County, Public Health has used HPI previously to assess and verify its findings from Adverse Childhood Experiences score program and identify census tracts to target increased WIC enrollment activities.

The Alliance is the only entity that when analyzing data uses 25 community characteristics into a single indexed HPI Score. HPI scores for each census tract can be compared across the state to paint an overall picture of health and well-being in each neighborhood in California. The tool also allows multiple

**4. Period of Performance** 6/1/2021

**From:**

**Period of Performance To:** 5/31/2021

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

Fixed Term

#### **5. Price Reasonableness:**

Market research shows that position salaries are fair and reasonable. When reviewing other organizations including, IEHP, Dignity Health and the City of Long Beach, we find that they do not offer the same level of detail and support that The Alliance does. In comparing the salary cost among several organization we find that The Alliance has an overall lower annual salary rate.

Additional market research via Salary.com and Indeed.com show that the position offered through The Alliance are all funded below the average price point.

Public Health Alliance

Position Annual Salary

Executive Director \$175,317

Director of Operations \$121,247

Data Manager \$97,650

Senior Data Advisor \$103,958

Data Analyst \$68,250

Health Equity & Justice Manager \$99,225

Health Equity & Justice Coordinator \$78,750

Climate & Health Manager \$75,571

Communications & PR Strategist \$74,550

Administrative Support \$45,441

Other Company positions

Position Annual Salary Company

Executive Director \$150,000 CA State Univ. San Bernardino

System Director \$127,500 Dignity Health

Healthcare Data Analyst III \$111,300.80 IEHP

Senior Data Advisor \$104,000 Walmart

Data Analyst \$85,000 Kinetic Personnel group

Health Equity and DEI Program Manager \$100,500 Univ. CA at San

Francisco

Health and racial equity program manager \$86,403 City of Long Beach

Climate & Health Manager \$75,130 IEHP

Marketing Manager \$78,000 Dignity Health

Executive Assistant \$62,000 Dignity Health

Salary.com

Position Annual Salary

Executive Director \$170,000

Operations Director \$198,389

Data Manager \$163,125



Senior Data Moduler \$133,590  
 Data Analyst \$69,001  
 Diversity Equity and Inclusion Manager \$140,443  
 Diversity Equity and Inclusion Specialist \$101,533  
 Program Manager \$100,761  
 Public Relations Specialist \$77,641  
 Administrative/Secretarial Support \$55,120

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
<b>This section to be filled out by Purchasing Management only upon approval.</b> Suzanna Hinckley	1/12/2022		

**Total 460,000.00**