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



ITEM: 3.30 (ID # 19709) MEETING DATE: Tuesday, October 04, 2022

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Approve the Professional Services Agreement with The Roman Catholic Bishop of San Bernardino for COVID-19 Support Activities without seeking competitive bids for eight months; All Districts [Total cost: \$300,000; up to \$30,000 in additional compensation - 100% Federal]

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

- 1. Approve the Professional Services Agreement with The Roman Catholic Bishop of San Bernardino for COVID-19 Support Activities for a maximum amount of \$300,000 through June 30, 2023;
- 2. Authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and
- 3. Authorize the Director of Public Health or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to; (a) sign any certifications, reports or amendments to the agreement that include modifications to the performance period or statement of work that stay within the intent of the agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total maximum cost of the agreement.

ACTION:Policy

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Hewitt
Nays:	None
Absent:	None
Date:	October 4, 2022
xc:	RUHS-Public Health

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	то	otal Cost:	Ongoing	Cost
COST	\$300,000	\$0		\$300,000		\$0
NET COUNTY COST	\$0	\$0		\$0		\$0
SOURCE OF FUNDS: 100% Federal				Budget Adj	ustment:	No
				For Fiscal Y	'ear: 22/23	

#### C.E.O. RECOMMENDATION: Approve

#### BACKGROUND: Summary

The global COVID-19 pandemic has affected thousands of individuals in Riverside County, creating a sustained need to assist Riverside County residents and businesses. The Riverside University Health System – Public Health (RUHS-PH) entered into agreements with several key community-based organizations (CBOs) and faith-based organizations (FBOs), such as the Roman Catholic Bishop of San Bernardino (Diocese). The goal of this service is for the contractors to assist RUHS-PH in the distribution of crucial resources to underserved communities for the prevention, identification, and mitigation of negative effects related to the current pandemic.

The Diocese will continue to conduct community outreach, disseminate public health information and educational materials regarding COVID-19 in several languages, expand services at their food banks, purchase and distribute sanitation supplies, and upgrade technology. The Diocese will provide 15 to 20 educational seminars focusing on advancing health equity in the targeted community. Additionally, the Diocese will continue to provide COVID-19 vaccine advocacy and safety information to students and student families in the targeted community.

#### Impact on Residents and Businesses

There is no negative impact on residents or businesses. The collaboration between RUHS-PH and the Diocese has been critical to the success of the response to the COVID-19 pandemic. The Diocese can quickly disperse resources to support and protect individuals and communities in under-resourced areas of the Coachella Valley, Eastern Coachella Valley, Hemet/San Jacinto Valley, and certain sub communities within the Riverside Metropolitan area.

Through this Agreement the Diocese will be able to continue providing COVID-19 education, testing and vaccination advocacy, expanded services at their food banks servicing low-income families, distribute COVID-19 supplies and sanitation items, and upgrade technology to ensure learning recovery and education.

#### Additional Fiscal Information

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

The California Department of Public Health allocated funding for COVID-19 Epidemiology Laboratory Capacity Enhancing Detection Expansion (ELC3) to RUHS-PH to support a broad range of COVID-19/Severe Acute Respiratory Syndrome Coronavirus 2 testing, case investigation and contact tracing, surveillance, containment, and mitigation.

No County General Funds will be required. All costs associated with this agreement are funded via the ELC3 during fiscal year 22/23 in the amount not to exceed \$300,000.

#### **Contract History and Price Reasonableness**

The total contract amount for these specialized services will not exceed \$300,000. The total expenditure for administrative costs necessary to effectuate the programs/projects included within the scope of work is \$37,500. This administrative fee amounts to 14.3% of the total funds allocated to non-administrative expenditures, and 12.5% of the overall funding. The administrative costs of other CBOs and FBOs with similar agreements range between 15% and 20% on average.

The costs of restarting or rebuilding established work, infrastructure, and community rapport with a new contractor would be prohibitively greater than initiating the current contract with the Diocese. This agreement will allow the Diocese to continue valuable work in the community and prevent a disruption in administering the services currently being rendered in communities that have been disproportionately impacted by COVID-19.

All costs are 100% grant funded and will be reimbursed by the ELC3 Grant. There is no impact to the County general funds.

#### ATTACHMENTS:

- ATTACHMENT A: Professional Services Agreement with The Roman Catholic Bishop of San Bernardino
- **ATTACHMENT B:** Single Source Justification Document

Douglas Ordonez Jr. 9/27/2022

9/20/2022 G

#### PROFESSIONAL SERVICES AGREEMENT

for

# COVID-19 SUPPORT, VACCINE ADVOCACY, TECHNICAL SUPPORT AND RESOURCE DISTRIBUTION IN DISADVANTAGED AREAS of RIVERSIDE COUNTY

between

#### COUNTY OF RIVERSIDE

and

#### THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO



RFP# or BOS Agenda/Date or SSJ# Form #116-310 - Dated: 3/21/2019 Page 1 of 26



#### **TABLE OF CONTENTS**

SEC7	FION HEADING	PAGE NUMBER
1.	Description of Services	3
2.	Period of Performance	3
3.	Compensation	3
4.	Alteration or Changes to the Agreement	5
5.	Termination	5
6.	Ownership/Use of Contract Materials and Products	6
7.	Conduct of Contractor	7
8.	Inspection of Service: Quality Control/Assurance	7
9.	Independent Contractor/Employment Eligibility	8
10.	Subcontract for Work or Services	9
11.	Disputes	9
12.	Licensing and Permits	10
13.	Use by Other Political Entities	10
14.	Non-Discrimination	
15.	Records and Documents	11
16.	Confidentiality	11
17.	Administration/Contract Liaison	11
18.	Notices	12
19.	Force Majeure	12
20.	EDD Reporting Requirements	
21.	Hold Harmless/Indemnification	13
22.	Insurance	13
23.	General	
	it A-Scope of Service	
	it B- Payment Provisions ment A - Examples of Allowable Expenditures Under this Funding Opportunity	
ruach	ment A - Examples of Anowable Expenditures onder tins I unuing opportunity	

This Agreement, made and entered into this <u>9</u> day of <u>September</u> 2022, by and between THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, a California corporation sole (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. <u>Description of Services</u>

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.

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 that 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. <u>Period of Performance</u>

2.1 This Agreement shall be effective upon signature by both parties and continues in effect through June 30, 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. <u>Compensation</u>

**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** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY.

Riverside University Health System - Public Health Fiscal – Accounts Payable PO BOX 7849 Riverside, California 92513 <u>RIVCOPH-AP@ruhealth.org</u>

- a) 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 (22-061) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, an invoice total, and any other information requested by the County.
- b) Invoices shall be rendered monthly in arrears.

**3.4** 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. <u>Termination</u>

**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. <u>Ownership/Use of Contract Materials and Products</u>

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. <u>Conduct of Contractor</u>

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 Ågreement; 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 non-citizens and others and to ensure that employees performing work under this Agreement meet the citizenship or non-citizen 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. <u>Use By Other Political Entities</u>

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. <u>Records and Documents</u>

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. <u>Confidentiality</u>

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.

#### 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. <u>Notices</u>

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

#### CONTRACTOR

RUHS – Public Health Procurement and Logistics 4065 County Circle Dr. Riverside, CA 92503 Attn.: Contracts Unit PH-Contracts@ruhealth.org

The Roman Catholic Bishop of San Bernardino 1201. E. Highland Ave. San Bernardino, CA 92404 Attn: EOC Director

#### 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 <u>www.edd.ca.gov</u>.

#### 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 selfinsurance 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. <u>General</u>

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, 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.

**23.13** 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.

### [SIGNATURES 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

By: Jeff Hewitt, Chair Board of Supervisors Dated:

ATTEST: Kecia R. Harper Clerk of the Board

Sunna By:

APPROVED AS TO FORM: County Counsel

By: \_\_\_\_\_ Esen Sainz Deputy County Counsel

#### THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, a California corporation

sole By:

Rev. Msgr. Gerard M. Lopez ( Vicar General Dated: 9-9-2022

By: Sister Leticia Salazar, OD Chancellor 2022 Dated:

RFP# or BOS Agenda/Date or SSJ# Form #116-310 - Dated: 3/21/2019

OCT 0 4 2022 3.30

# The weeks

9-4-2020

## EXHIBIT A SCOPE OF SERVICES

Roman Catholic Bishop of San Bernardino
Riverside Vicariate Regions
(Low Desert, Hemet and Riverside Metro)
A. BACKGROUND

COUNTY enters into this Scope of Work (SOW) with CONTRACTOR in order to increase public health information on the prevention of, identification of, mitigation of, and expansion of coronavirus disease 2019 (COVID-19) vaccination efforts to serve communities that have been disproportionately impacted in the Riverside Vicariate Regions. These impacted communities include the Low Desert, Hemet, and Riverside Metro areas.

Many of these households continue to suffer from food insecurity due to the highest inflation rate the country has seen in 30 years. Despite aggressive outreach efforts within high-risk cultural communities, vaccine hesitancy continues to persist. Many parents – irrespective of culture – remain concerned about the safety of the COVID-19 vaccines for school-aged children. Increased positive case rates of COVID-19 affect school-aged children and their families, leading to missed work and school with a direct impact on family income and food insecurity.

CONTRACTOR will target COVID-19 vaccine hesitancy among school-aged children and their families in all public and private schools. CONTRACTOR may use funding directly, via its Emergency Operations Collaborative (EOC) administrative office, which oversees COVID-19 response for the Riverside County parishes or provide funding to the parishes/schools in these areas. Funding will be used for expenditures necessary to educate, inform, train, and support sound health, medical and scientific public education information, which will mitigate the impact of COVID-19 within these targeted areas.

No funds will be used to purchase incentives, childcare, food and drink, provide stipends, or allocated to other agencies or sub-agents of CONTRACTOR without the prior approval of COUNTY.

#### **B. CONTRACTOR RESPONSIBILITIES**

- Allocate funds to approximately 15 20 parishes and/or schools, located in high-risk areas with
  positive COVID-19 cases, specifically, Eastern Coachella Valley including, but not limited to
  Coachella/Mecca/Thermal; Indio; Hemet; San Jacinto; Perris; Corona and central areas of Riverside
  Metro that meet the economic and demographic requirements of high-risk, low-income areas. Funds
  will be used for public education and sharing information on the safety and medical science behind
  vaccinations for Kindergarten (K)-12 age group. Selection of Diocesan parish and parish/school
  locations has been based upon ethnic concentrations and poverty level, in addition to the high-risk
  COVID-19 positivity calculations, as defined by the County of Riverside.
- Ensure \$300,000 in funding is spent by June 30, 2023, and the COUNTY is invoiced by July 15, 2023.
- 3. Expend no more than \$19,500 on administrative costs to effectuate programs/projects included within this Scope of Work.
- 4. Compile progress report and submit to the COUNTY on a quarterly basis. Progress reports will include a highlight of activities conducted (e.g., number of persons contacted through outreach and other supplies distributed, etc.) dollars spent and encumbered, and any administrative costs incurred.

Table 1. 1 Togress Report Deadmites				
Funding Source	Reporting Period	Report Due Date		
ELC	Sept1, 2022 - Oct 31, 2022*	11/15/2022		
ELC	Nov 1, 2022 – Jan 31, 2023	2/15/2023		
ELC	Feb 1, 2023 – April 30. 2023	5/15/2023		
ELC	May 1, 2023 – June 30, 2023*	7/15/2023		

Table 1: Progress Report Deadlines

- \*Quarter contains reduced or additional months to align progress reporting with Epidemiology and Laboratory Capacity (ELC) grant guidance
- 2. Leverage existing CONTRACTOR EOC public education, training and COVID-19 communications systems, including but not limited to: CONTRACTOR websites; CONTRACTOR social media; parish websites; parish social media; special EOC newsletters; special parish bulletins and pandemic ALERTS prepared and distributed to the targeted areas; Episcopal public media announcements by CONTRACTOR leadership; key messaging by 'boots on the ground' leadership within community

'sub-groups' presently served, all of which increases community outreach/public education and vaccination response to targeted populations.

3. Expansion of current projects, which includes COVID-19 vaccine advocacy; public health and safety information to students and student families, who are now permitted to return to campus for inperson education. School-aged students at continued risk of COVID-19 and virus variants need education, training, outreach, and technology assistance. The Diocese teachers/staff and volunteer classroom aides will receive COVID-19 vaccine advocacy, public health, and safety information.

#### C. COUNTY RESPONSIBILITIES

- 1. Provide \$300,000 in funding to CONTRACTOR in order to effectuate the community outreach, public education, and information activities outlined within this Scope of Work.
- 2. Provide public-facing messaging materials, videos, and educational materials on COVID-19 and related vaccinations, to CONTRACTOR, including multi-language variations, to be used, modified, or adapted by CONTRACTOR EOC and parishes, as needed, in order to reach the widest possible population census within the targeted areas.
- Provide information to individuals, households, and communities on County funded programs for physical, mental, emotional, and financial support, with a focus on children impacted by the COVID-19 pandemic.
- Provide the CONTRACTOR with updated COVID-19 testing information, including the availability of conducting on-site testing and vaccination clinics at designated parishes in coordination with COUNTY.

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

#### EXHIBIT B

#### PAYMENT PROVISION

CONTRACTOR shall receive payment by the COUNTY for the following services provided as specified in Exhibit A, Scope of Services.

#### 1. BUDGET

ELC - ROMAN CATHOLIC BISHOP	DF SA	N BERNARDI	10 \$300,000
Assistance to Targeted Parishes/Schools		Total	Comments
Media Blitz: Recurrent COVID Testing/Vaccine Advocacy	\$	80,000	
School Vaccine Advocacy	\$	75,500	
Technology Updates	\$	55,000	
COVID Supplies/Sanitizing Distribution	\$	89,500	
TOTAL	\$	300,000.00	

#### 2. CONTRACTOR understands and agrees:

- a. Any budget adjustments will require prior written approval by the COUNTY.
- Funds may only be used for expenditures necessary to educate about and address the COVID-19 pandemic. See Attachment A, Examples of Allowable Activities Under this Funding Opportunity.
- c. May not purchase incentives or purchase incentives, childcare, food and drink, provide stipends, or allocated to other agencies or sub-agents of to individuals to encourage a specific action (e.g., testing, wearing a mask, participating in contact tracing, etc..).
- d. COUNTY and CONTRACTOR will comply with all audit requirements outlined in the agreement.

#### 3. INVOICE

CONTRACTOR shall be paid 25% up front and invoice the County on a monthly basis thereafter. Invoices are due on the 15<sup>th</sup> of the month following budgeted expenditures.

a. For this Agreement, send the original invoices to:

Riverside University Health System - Public Health

Fiscal - Accounts Payable

#### PO BOX 7849

#### Riverside, California 92513

#### RIVCOPH-AP@ruhealth.org

b. 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 (22-061) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, an invoice total, and any other information requested by the County.

#### 4. MAXIMUM:

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

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## ATTACHMENT A

## Examples of Allowable Activities under this Funding Opportunity

- 1. Community outreach and dissemination of public health information and education materials to congregation; parish staff and volunteers; school staff/volunteers; students, parents, and related households in:
  - COVID-19 vaccination advocacy including impacts and viability in children within designated age groups; those with disabilities and limited learning capacities.
  - Recurrent testing sites within area
  - Rules for continued COVID-19 safety protocols, including use of masks, distancing, sanitizing, isolation, and quarantine
  - Social service resources available to assist these high-risk, vulnerable populations in such areas as rental assistance, childcare, food insecurity support etc.
  - Behavioral health assistance needed, as a result of COVID-19
  - Information for individuals/households/children on connecting to healthcare resources within their immediate areas.
- 2. Methods of Communication (English, Spanish, Vietnamese, Korean, Filipino)
  - Diocesan/Parish/School websites
  - Diocesan/Parish/School social media accounts
  - Parish church bulletins and principal/teacher eblast communications, distributed on-line and weekly at services or during weekly on-site campus learning
  - On-line/remote learning channels, for those students remaining at-home and completing coursework via technology
  - Targeted door-to-door, as determined necessary and beneficial by the parish administrator, given community realities
  - Flyers (excluding V-safe flyer/resources) distributed via parish food pantries, multi-times weekly
  - Pastor/Deacon announcements during worship services daily/weekly, as applicable in each parish
  - Parish pre-school and school distribution to students/families, as applicable to each parish site
  - Parish ministry/school outreach program distribution via social media communication networks now developed for ministries in family life, youth, and young adult groups
  - Recurrent and proactive public service announcements by key community and pastoral leaders, advocating recurrent testing; vaccination advocacy; FAQs facts on vaccine efficacy etc.
- 3. Resource Distribution to Children/Adults/Households in Need
  - Purchase and distribution of PPE and sanitizing supplies for students/families in need, to ensure safe classrooms and school environments.
  - Purchase for inventory and 'check-out', student learning devices such as iPad for use by underserved students, who are indigent/economically disadvantaged or struggle with learning/language issues to ensure learning recovery and continuity as result of the pandemic.

- Purchase and upgrade, if necessary, expanded Internet/Zoom or Google Classroom fees to facilitate learning recovery, particularly for those students/families that elect to have children remain at home until vaccine herd immunity is reached, or due to the high-risk nature of the multi-generational household.
- Distribute PPE and sanitizing supplies, via the present food pantry distribution network at parishes, to include any of the following items, IF needed:
  - a. Hand sanitizers
  - b. Cleaning/disinfectant supplies for household use
  - c. Surgical gloves and masks for homeless/indigent
  - d. Excludes the purchase of food items

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

# 22-061 The Roman Catholic Bishop of San Bernardino - 9-12-22 RIV CO CONTRACT

Final Audit Report

2022-09-13

Created:	2022-09-12	
By:	Raveena Chara (R.Chara@ruhealth.org)	
Status:	Signed	
Transaction ID:	CBJCHBCAABAAPfwD7kvuF99jxahHpmn5a7w1dZ8wYrph	

# "22-061 The Roman Catholic Bishop of San Bernardino - 9-12-2 2 RIV CO CONTRACT" History

- Document created by Raveena Chara (R.Chara@ruhealth.org) 2022-09-12 - 9:48:09 PM GMT
- Document emailed to Esen Sainz (esainz@rivco.org) for signature 2022-09-12 9:48:37 PM GMT
- Email viewed by Esen Sainz (esainz@rivco.org) 2022-09-13 - 0:30:53 AM GMT
- Document e-signed by Esen Sainz (esainz@rivco.org) Signature Date: 2022-09-13 - 0:35:52 AM GMT - Time Source: server
- Agreement completed. 2022-09-13 - 0:35:52 AM GMT



Date: April 8, 2022

From: Kim Sarawatari, Director

To: Board of Supervisors/Purchasing Agent

Via: Wendy Hetherington, 951-358-5557

Subject: Single Source Procurement; Request for The Roman Catholic Bishop of San Bernardino for the Enhancing Epidemiology and Laboratory Capacity grant.

The below information is provided in support of my Department requesting approval for a sole or single source.

1. Supplier being requested: The Roman Catholic Bishop of San Bernardino

- 2. Vendor ID: 0000037872
- 3. Single Source
- 4. Have you previously requested <u>and</u> received approval for a sole or single source request for this vendor for your department?

□ Yes ■ No SSJ#

4a. Was the request approved for a different project?

□Yes □No

#### 5. Supply/Service being requested:

Riverside University Health System – Public Health (RUHS-PH) is requesting to extend the project timeline for existing professional services and increase the agreement budget to further enable the Roman Catholic Bishop of San Bernardino (Diocese) to assist RUHS-PH in mitigating the spread and effect of Coronavirus disease 2019 (COVID-19) in disadvantaged communities. The Diocese will use the funds to conduct community outreach, disseminate public health information and educational materials regarding COVID-19 in several languages, expand services at their food banks, purchase and distribute sanitation supplies, and upgrade technology.

6. Unique features of the supply/service being requested from this supplier.

Kim Saruwatari, M.P.H., Director Geoffrey Leung, M.D., Public Health Officer



The Diocese has been instrumental in providing multi-lingual COVID-19 vaccine advocacy, public health and safety information, technology assistance, and resource distribution to numerous individuals including children indigents, immigrants, and poor and under-served individuals. Services are provided in languages such as Spanish, Vietnamese, Korean, and Tagalog. No alternative partner in the service area has the level of reach that the Diocese has with this current contract.

The Diocese has access to targeted sub-communities in Riverside County that are in disadvantaged areas which have been disproportionately impacted by COVID-19. Community members in these areas are statistically shown to participate in the representative Diocesan parishes within the Coachella Valley, Eastern Coachella Valley, Hemet/San Jacinto valley and certain high risk, sub communities within the Riverside Metropolitan area, where low-income, multigenerational households exist. Additionally, the Diocese has become a trusted source for information helping RUHS-PH address COVID-19 misinformation and has extensive infrastructure in the impacted areas.

# 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Because Faith-based organizations (FBOs) are considered trusted messengers in these communities, this collaboration is critical to reach specific populations, including Vietnamese, Korean, and Filipino communities. RUHS-PH does not have the staff to provide the services, infrastructure, or community rapport that the Diocese has.

The Diocese's robust network of parishes and schools allows for greater outreach to the targeted communities than RUHS-PH is currently capable of achieving at similar cost. The selected outreach locations are based upon ethnic concentrations and poverty level, in addition to the high-risk COVID positivity calculations, as defined by the County of Riverside.

8.	Period of Performance:	From: April	1, 2022 to June	e 30, 2023
	Is this an annually renewable co Is this a fixed-term agreement:	ntract?	III No □ No	□ Yes ■ Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs

Kim Saruwatari, M.P.H., Director Geoffrey Leung, M.D., Public Health Officer



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.

Description:	FY 22/23	Total
Total Costs	\$300,000	\$300,000

#### 10. Price Reasonableness:

The total contract amount for these specialized services will not exceed \$300,000. The total expenditures for administrative costs necessary to effectuate the programs/projects included within the Scope of Work is \$37,500. This Administrative Fee amounts to 14.3 of the total funds allocated to non-administrative expenditures, and 12.5% of the overall funding. The administrative costs of other CBOs and FBOs with similar agreements range between 15 and 20% on average.

The costs of restarting or rebuilding established work, infrastructure, and community rapport with a new contractor would be prohibitively greater than amending the current contract with the Diocese. This amendment will allow the Dioceses to continue valuable work in the community and prevent a disruption in administering the services currently being rendered in communities that have been disproportionately impacted by COVID-19.

All costs are 100% grant funded and will be reimbursed by the Epidemiology and Laboratory Capacity Grant. There is no impact to the County general funds.

11. Projected Board of Supervisor Date (if applicable): aruwatari Department Head Signature (or designee) The section below is to be completed by the Purchasing Agent or designee.

Kim Saruwatari, M.P.H., Director Geoffrey Leung, M.D., Public Health Officer



Purchasing Department Comments:

Approve		Approve w	ith Condition/s	Disapprove
Condition/s:				
		M		
******		Magazzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzz		
		An <sub>man</sub> (2011) - 2017 -		
Not to exce	ed:			
	□ One-time \$			
	Annual Amount \$ (If Annual Amo		/ per fiscal year through	(date)
	FY: \$ FY: \$ FY: \$ FY: \$	200,000.	- • • • • • • • • • • • • • • • • • • •	
Suza	nna Hinckley, Assistant Dire	ector	22-081	
Purchasing		Date	Approval Number (Reference on Purchasing Docur	nents)

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer