

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



**ITEM: 3.18  
(ID # 21034)**

**MEETING DATE:**  
Tuesday, January 31, 2023

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH:  
Ratify and Approve the Professional Service Agreement with El Sol Neighborhood Educational Center for the Initiative to Address COVID-19 Disparities for the period of performance of January 1, 2023, through December 31, 2023, with the option to renew for up to four months through April 15, 2024. All Districts. [Total Aggregate Amount: \$674,565; up to \$67,457 in additional compensation – 100% Federal]

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

1. Ratify and approve the Professional Service Agreement with El Sol Neighborhood Educational Center for the Initiative to Address COVID-19 Disparities for the period of performance of January 1, 2023, through December 31, 2023, with the option to renew for up to four months through April 15, 2024, for a total aggregate amount not to exceed \$674,565;
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, in accordance with Ordinance No. 459, and as approved as to form by County Counsel, to: (a) sign amendments that exercise the options of the agreement, to include renewing the term of the agreement and modifying the statement of work that stay within the intent of the agreement; and (b) sign amendments to the payment provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreement.

**ACTION:Policy**

  
Kim Saruwatari, Director of Public Health 1/18/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 31, 2023  
xc: RUHS-PH

Kimberly Rector  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$252,962	\$421,603	\$674,565	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Federal			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 23/24	

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

**BACKGROUND:**

**Summary**

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. Two of these COVID-19 funding awards included the COVID-19 ELC Enhancing Detection Expansion Funding Award from the California Department of Public Health (CDPH), and the Center for Disease Control and Prevention (CDC) award for the Riverside County Initiative to Address COVID-19 Health Disparities.

The ELC funds are intended to provide critical resources to local health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance-related activities, including the establishment of modernized public health surveillance systems. These funds have been and will continue to support part of the public health response to COVID-19 and lay the foundation for the future of public health surveillance. Funds were provided to work on the following six strategies:

- Enhancing Laboratory, Surveillance, and Other Workforce Capacity for local health department staffing needs.
- Strengthening Laboratory Testing to include building high throughput capacity in California’s laboratories.
- Advancing Electronic Data Exchange at Public Health Laboratories.
- Improving Public Health Surveillance and Reporting of Electronic Health Data by enhanced disease monitoring activities.
- Using Laboratory Data to Enhance Investigation, Response and Prevention by supporting the State of California’s comprehensive contact tracing team.
- Coordinating and Engaging with Partners.

COVID-19 has also disproportionately affected populations placed at higher risk and who are medically underserved, including racial and ethnic minority groups, and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. Additionally, racial and ethnic minority groups and people living in rural communities have disproportionate rates of chronic diseases that increase the severity of COVID-19 infection and

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might experience barriers to accessing testing, treatment, or vaccination against the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which causes COVID-19. The CDC funds are intended to implement strategies in response to the national initiative to address COVID-19 health disparities among populations at high-risk and underserved, including racial and ethnic minority populations and rural communities. These strategies include improving testing capabilities, developing or identifying best practices to use for contact tracing, and other COVID-19 response activities within these populations. The CDC grant also provides funding to address COVID-19 and advance health equity (e.g., through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19) in racial and ethnic minority groups and rural populations within state, local, US territorial, and freely associated state health jurisdictions.

To reduce the burden of COVID-19 among populations disproportionately affected, it is imperative that state, local, US territorial, and freely associated state health departments (or their bona fide agents) work collaboratively and develop partnerships with key partners who have existing community or social service delivery programs for African American, Hispanic, Asian American, Pacific Islander, Native American or other racial and ethnic minority groups or people living in rural communities. RUHS-PH has been and will continue to collaborate with County agencies and community-based organizations (CBOs) to address COVID-19-related disparities, provide outreach efforts and linkages to care, and advance health equity in Riverside County's underserved communities.

**Impact on Residents and Businesses**

These funding allocations continue to span various strategies that collectively build upon current investments and better prepare RUHS-PH to address some of the Public Health COVID-19 response needs and allow the county to prioritize and target resources to those most vulnerable to the impacts of the disease. The funding enhances the capacity of RUHS-PH to better serve the community through improved technology, training, infrastructure, and additional staffing, as well as outreach efforts and linkages to care.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The funding to support this agreement will come directly from Federal Grant funding. There is no impact to County General Funds. The awarded contract amount will be distributed as follows:

<b>VENDOR</b>	<b>FY22/23</b>	<b>FY23/24</b>	<b>Total Aggregate</b>
El Sol Neighborhood Educational Center	\$252,962	\$421,603	\$674,565

**Contract History**

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



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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.

The Purchasing Department, on behalf of RUHS-PH, issued Request for Proposal (RFP) HSARC-323A for the Initiative to Address COVID-19 Disparities services. The RFP notification was posted publicly online via PublicPurchase.com and was viewed by approximately 190 vendors with a total of 13 vendors responding to the bid. The proposals were carefully reviewed by an evaluation team consisting of personnel from RUHS-PH. Each bid response was evaluated based on the criteria in the RFP: overall response to the RFP, the quantity and locations of facilities, bidder's experience and ability to perform the services, technical capability and project methodology, references with demonstrated success with similar work to the scope of service, bidder's financial status, and overall cost to the County.

Based on the overall summation, the evaluation team concluded that seven (7) bidders met all the requirements of the RFP and are qualified to move forward in the awarding phase. The request before the Board of Supervisors today is to award a contract to El Sol Neighborhood Educational Center. A separate request for approval to award additional contracts for these services was presented to the Board of Supervisors and approved on January 10, 2023, on Agenda Item 3.38. A separate request for approval to award additional contracts for these services will be presented to the Board of Supervisors at a later date.**ATTACHMENTS:**

**ATTACHMENT A:** Professional Service Agreement with El Sol Neighborhood Educational Center

  
Suzanna Hreckley, Assistant Director of Purchasing and Fleet Service

1/19/2023

  
Douglas Ordóñez Jr.

1/23/2023

  
Gregg Gu, Chief Deputy County Counsel

1/19/2023



**PROFESSIONAL SERVICE AGREEMENT**

**for**

**INITIATIVE TO ADDRESS COVID-19 DISPARITIES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**EL SOL NEIGHBORHOOD EDUCATIONAL CENTER**



JAN 31 2023 3.18

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This Agreement is entered into, by and between EL SOL NEIGHBORHOOD EDUCATIONAL CENTER, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health (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.

**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. Period of Performance**

**2.1** This Agreement shall be effective January 1, 2023, and continues in effect through December 31, 2023, with the option to renew through April 15, 2024, unless terminated earlier. CONTRACTOR 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 the amount of FIVE HUNDRED FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$505,924) 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. 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. For this Agreement, send the original invoice to either:

Riverside University Health System - Public Health

Fiscal – Accounts Payable

PO BOX 7849

Riverside, California 92513

or

[RIVCOPH-AP@ruhealth.org](mailto:RIVCOPH-AP@ruhealth.org)

- 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 (23-323F) 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/she may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

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

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and



- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

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

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

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

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

## **7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

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

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

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

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

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

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

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within



the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

## **10. Subcontract for Work or Services**

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

## **11. Disputes**

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

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

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

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

CONTRACTOR shall not 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.

**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**

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

**CONTRACTOR**

El Sol Neighborhood Educational Center  
 766 North Waterman Ave  
 San Bernardino Ca 92410  
alexfajardo@elsolnec.org  
 (909)884-3735

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

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

**21. Hold Harmless/Indemnification**

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

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

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

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

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

**C. Vehicle Liability:**

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

**D. Professional Liability:**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. 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, 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

EL SOL NEIGHBORHOOD Educational Center

By: [Signature]  
Kevin Jeffries, Chair  
Board of Supervisors

By: [Signature]  
Alexander Fajardo  
Executive Director

Dated: 1/31/23

Dated: 1/17/2023

ATTEST:  
Kimberly Rector  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

Katherine Wilkins  
By: \_\_\_\_\_  
Katherine Wilkins  
Deputy County Counsel

JAN 31 2023 3.18

## **EXHIBIT A**

### **SCOPE OF SERVICE**

#### **1. SUMMARY**

Since 2020, COVID-19 has disproportionately affected Riverside County populations placed at higher risk and who are medically underserved, including racial/ethnic groups and people who are at higher risk for exposure, infection, hospitalization, and mortality. In addition, these same communities experience disproportionate rates of chronic disease that increase severity of COVID-19 and might have less access to testing, treatment, and/or vaccination.

This initiative will provide funding to Community Based Organizations (CBOs), Faith Based Organizations (FBOs), and other non-governmental organizations (NGOs) to address COVID-19 and advance health equity through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19.

Riverside County Initiative to Address COVID-19 Disparities funding opportunity intends to address COVID-19 related health disparities and advance health equity by expanding community capacity to prevent and control COVID-19 infection or transmission among populations at higher risk.

#### **2. CONTRACTOR RESPONSIBILITIES**

##### **2.1. COVID-19 Testing:**

- 2.1.1. CONTRACTOR shall Promote COVID-19 testing, and mobile testing sites, among populations at higher risk and that are underserved.
- 2.1.2. CONTRACTOR will disseminate information regarding available testing locations and options. This includes advertisement and dissemination through ongoing outreach and education programs in the county, including social media.
- 2.1.3. Community health outreach workers (CHWs) will educate residents on the availability of home testing options. This also aims to reduce the stigma of ordering and using testing.
- 2.1.4. CONTRACTOR will inform target population of mobile testing locations. CONTRACTOR may explore a targeted "we go to you" mobile testing service, in which trained health outreach workers go to the home of individuals to collect viable samples.

- 2.1.5. This includes community events, including but not limited to pop-up clinics, health fairs, job fairs, and other social and community events designed to increase turnout and community engagement. CONTRACTOR will coordinate and implement at least 24 community events during the first year. Testing is coordinated in partnership with the County.
- 2.1.6. CONTRACTOR will implement services (e.g., care coordination, education, reminders, transportation support, etc.) to contribute to ensuring that everyone can get tested when needed and vaccinated when available, including individuals with accessibility or disability challenges.
- 2.1.7. CONTRACTOR will ensure access for individuals with disabilities or other barriers, such as:
- 2.1.7.1. Physical ease of access: CONTRACTOR will ensure the space is easy to get to and to move around inside for people with limited mobility and those who use wheelchairs, walkers, and other aids to get around. People who have low vision or are blind need a clear path of travel that is smooth and free of all barriers. CONTRACTOR will have someone at the door to ask people if they need any help or support getting tested or vaccinated.
  - 2.1.7.2. Sensory ease of access: Some people with disabilities, such as autism, or people who suffer after a trauma, may be sensitive to lights, sounds, smells, or the physical touch that testing and vaccination requires. Limiting the time that community residents must wait is critical. CONTRACTOR's testing or pop-up sites may have a separate, more private space, if needed. CONTRACTOR's staff will be patient and sensitive, considering each person's individual needs.
  - 2.1.7.3. Cognitive ease of access: CONTRACTOR will give clear information about what will be done and how it will be done. CONTRACTOR will provide this information in different formats and in plain language; a visual storyboard can help to improve understanding. CONTRACTOR will give people the time they need to understand the information.



2.1.7.4. Technological ease of access: CONTRACTOR ensures that online registration or social media outreach is readable with a screen reader by someone who has low vision or is blind.

2.2. Coordination and Education:

2.2.1. To create and improve coordination and education among target population, CONTRACTOR's Community Health Workers/Promotores (CHWs/Ps) will implement the following strategies:

2.2.1.1. Referrals and linkages: Include door-to-door canvassing as well as phone bank to reach unvaccinated residents and to connect residents with other community resources. This activity includes assisting residents with transportation to vaccination appointments or to community vaccination events.

2.2.1.2. Case management and Health Navigation: CHWs will serve as "health navigators" or "case management", to provide personalized assistance to residents.

2.2.1.3. Social Support: CONTRACTOR will provide support to households identified as needing social support, including but not limited to households with families who are identified as having a COVID-19 diagnosis or exposure. CONTRACTOR shall have capacity to serve up to 1,200 households in 12 months but is unable to predict the actual number of individuals that will need the social support. This activity includes providing , coordinating linkages and referrals, or providing direct services that include access to mental health services and increasing food security, rental assistance, transportation among other services.

2.2.1.4. CONTRACTOR has the capacity to coordinate the dissemination of outreach and education throughout the county. This includes coordinating, monitoring, supporting, and evaluating other organizations to eliminate duplication of services and ensuring that the target population receives the necessary services.

2.2.1.5. CONTRACTOR will deploy CHW/Ps who are aided by comprehensive mapping to designate target regions and areas that require immediate intervention. For example, working closely with county public health department, CONTRACTOR can deploy CHWs to penetrate "remote" or "hard-to-reach" populations who are experiencing an increased in COVID-19 cases.

2.3. COVID-19 Therapeutics Access and Education:

- 2.3.1. CONTRACTOR shall increase access to and education about COVID-19 therapeutics including but not limited to anti-virals and monoclonal antibodies among populations at higher risk and that are underserved.
- 2.3.2. CONTRACTOR will deploy a cadre of CHWs to increase access and education about COVID-19 therapeutics.
- 2.3.3. To ensure target population has information and is knowledgeable of COVID-19 therapeutics, the information about therapeutics is included in the day-to-day culturally and linguistically responsive outreach and education services. CONTRACTOR estimates that at least 24 community events will be implemented in which residents are informed on access and education about COVID-19 therapeutics. Additionally, at least 8,000 individuals will receive education about COVID-19 related therapeutics (as defined or prioritized by RUHS-PH) through in-person interactions and a comprehensive internet-based social media campaign (e.g., YouTube, Facebook, Instagram, etc).
- 2.3.4. The community-drive culturally and linguistically responsive education component to increase access to and education about COVID-19 therapeutics includes the following strategies:

2.4. COVID-19 Prevention and Mitigation Education Campaigns:

- 2.4.1. CONTRACTOR shall develop COVID-19 prevention and mitigation education campaigns using, but not limited to, social media, health fairs, and/or flyers.
- 2.4.2. CONTRACTOR's COVID-19 prevention and mitigation education campaign include the following outreach strategies:
  - 2.4.2.1. One on One and Door-to-Door Canvassing: This approach is still feasible using appropriate safety precautions. CHWs will continue to be deployed in the communities delivering a variety of services.
  - 2.4.2.2. Small Group Presentations: Group presentations will be given to community groups, churches, parent, and school groups, where possible.
  - 2.4.2.3. Community Events: CONTRACTOR will focus on outdoor events that serve as venues where relevant science-based information will be distributed at health fairs,

cultural events, etc. CHWs will reach participants via information dissemination at fairs and public events.

2.5. Data Collection and Reporting:

- 2.5.1. CONTRACTOR shall improve data collection and reporting for testing, vaccination, and treatment for populations at higher risk and that are underserved.
- 2.5.2. CONTRACTOR will improve data collection and reporting by implementing a rigorous Monitoring and Evaluation System (MES). Regular meetings (e.g., weekly/monthly) with partner organizations will also serve to collect and discuss project data, such as outputs and activities. The MES will allow for systematic collection of data, including quantitative and qualitative measures. The MES will enable monthly program and finance reports, including invoicing. Quarterly programmatic reports will be submitted to the county.
- 2.5.3. CONTRACTOR will comply with reporting requirements that will include both quantitative and qualitative measurements. For outcomes that require measuring change in knowledge or attitudes, CONTRACTOR will identify a sub-set or sample of participants. CONTRACTOR will track the number of participants contacted including number of collateral material (brochures, fliers, etc.) that are distributed.
- 2.5.4. CONTRACTOR will comply with applicable regulations regarding independent audits, financial statement, internal controls, and integrity of fiscal systems. System includes petty cash controls, check requisitions, accounts payables, time and attendance, segregation of responsibilities, authorization level, check signing authority.
- 2.5.5. CONTRACTOR has the capacity to comply with the monthly invoicing and quarterly programmatic reporting.
- 2.5.6. CONTRACTOR will utilize both evaluation approaches to achieve 'multiple measures' of project advancement. Data collection and analysis will follow a mixed method approach that includes qualitative and quantitative methodologies, including surveys, community forums, complimented by in depth language-specific key informant interviews with participants and validation focus groups. To ensure cultural and linguistically responsive implementation, interviews, focus groups, and community forums will be conducted in both Spanish and English separately to be able to take into consideration language access. Qualitative data will either be transcribed or summarized with critical quotes for later analyses that includes

emergent themes and pattern analysis of themes. Monthly and quarterly report will include progress and performance of activities with regards to the program objective and financial spending.

2.5.7. The report may include but not limited to:

2.5.7.1. assessments of the extent of quality of program or policy implementation;

2.5.7.2. indicators used to measure progress and achieve program outcomes (i.e., participation rates, physical, environmental, economic changes, policy changes, incidence, and prevalence;

2.5.7.3. barriers to progress;

2.5.7.4. lessons learned or plans to overcome barriers; and

2.5.7.5. program budgets.

2.5.8. At the mid- way point (month 9) and at the end of the project, CONTRACTOR will provide a narrative description of the context/conditions, inputs, activities, outputs, effects/outcomes/impacts, barriers, and lessons learned, in sufficient detail for another CBO to replicate program successes and overcome barriers or challenges. The evaluation will allow CONTRACTOR and partners to provide program outcomes and results, exemplary or best practices, and lessons learned to RUHS-PH and to State once activities are completed. These resources and experiences can assist with other organizations and entities to replicate the work completed by these pilot projects.

2.5.9. CONTRACTOR will aim to identify a sub-set or sample of participants (n=200). Notwithstanding, CONTRACTOR will track the number of participants contacted or assisted with navigation services, including number of collateral material (brochures, fliers, etc.) that are distributed.

2.5.10. CONTRACTOR will submit a progress report to the county on monthly basis or as required, including but not limited to both quantitative data and brief narratives to capture project progress to date. CONTRACTOR will provide the number of community outreach workers hired to date, including the number of individuals hired from the communities served by this funding. Additionally, CONTRACTOR will provide the number of individuals directly assisted, and/or number of individuals that received vaccine outreach and education.

2.6. Community Member Connections:

2.6.1. CONTRACTOR shall connect community members to programs, healthcare providers, services and resources (such as transportation, housing support, food assistance programs, mental health and substance abuse services) they may need in support of the above activities.

2.6.2. Services to connect community members to programs, healthcare providers, services, and resources shall include:

2.6.2.1. Referrals and linkages: CHWs will use door-to-door canvassing as well as phone bank to reach unvaccinated residents. Residents will be encouraged to confirm an appointment. CHWs also serve as "health navigators" or "case management", to provide personalized assistance to residents. CONTRACTOR will work with RUHS-PH and partners to develop appointment sign-up options that include online or phone but with the added benefits that residents will receive a call from their personal health navigator who will assist with appointment scheduling and may even provide transportation support as necessary.

2.6.2.2. Social Support: CONTRACTOR will provide support to households with a member diagnosed or exposed to COVID-19.

2.7. Target Populations:

2.7.1. CONTRACTOR will focus on the Mid-County and West Regions of the county of Riverside and will serve populations who experience poverty and inequities, including but not limited to communities of color, specifically Latinx/Hispanic, Immigrants, and other at risk population, who are likely to a) experience lack of resources and social services (living conditions: service environment), including but not limited to food security, during health crisis; and b) live in communities characterized by fragmentation of services and organizations that lack the capacity to secure necessary funding to address the needs of the community (institutional inequities). Additionally, the social dynamics include discrimination and lack of trust due to race, ethnicity, and immigration status (social inequities).

2.7.2. The project will be implemented throughout the County of Riverside, reaching incorporated or unincorporated cities, towns, and census tracts including those designated as Medically Underserved Areas (MUA), Medically Underserved Populations (MUP), "hard to reach" or "remote" census tracts.



2.7.3. Given the disparity in access and acceptance of COVID-19 vaccines or therapeutics, the program will specifically focus on the following target population, and from which the CHWs are selected: Hispanic/Latinx, African American/Black, Asian and Asian Pacific Islander; individuals with limited English; individuals with disabilities served through community clinics, hospitals, health centers; Older adults and seniors; Low-income individuals such as Cal/Fresh (SNAP) participants; uninsured individuals; faith-based communities; and families serving children in foster care.

2.7.4. CONTRACTOR will provide direct support to these communities through its ongoing programs and community-based education. Activities involve outreach, education, distribution of educational material, social marketing, door-to-door education, emotional and social support, and test site referrals. All selected CBOs will participate in an initial 6- hour training and orientation and will then have monthly meetings to discuss and monitor project implementation. The coalition will meet at least monthly to monitor project implementation, discuss course corrections, if needed.

2.7.5. Projects partners shall include: partnerships with hard-to-reach populations, collaboratives, academic partners, health providers, consulates, faith-based partners, and media.

### **3. UNALLOWABLE SPENDING**

The following items are not covered under the allocated funding and, therefore, are unallowable spending under this agreement. CONTRACTOR shall contact their point of contact at COUNTY if there are any questions related to allowable/unallowable spending.

3.1. Goodie bags, swag bags, or any giveaways

3.2. Food/meals

3.3. Cash

3.4. Baby items, child/adult diapers

3.5. Nutritional/protein drinks/shakes

3.6. Clothing

3.7. Haircuts

3.8. Relief funding for anything

3.9. Cost of outreach, testing, or vaccine support outside of COVID-related programs

- 3.10. Branding of masks, hand sanitizers, wipes, or other items (branding of education material/fliers is acceptable)
- 3.11. Purchase of vaccine or therapeutics
- 3.12. Costs to pay for the administration of COVID vaccine
- 3.13. Treatment of any kind to include the purchase of medication or medical supplies, including first-aid kits and band-aids
- 3.14. Costs associated with offering showers or hygiene products
- 3.15. Vehicle repairs or maintenance
- 3.16. Payment to staff/volunteers for use of home office space
- 3.17. Building/office modifications or construction
- 3.18. Purchase of staff or volunteer awards or any recognition items
- 3.19. Cost of childcare
- 3.20. Items that cost over \$5,000

**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. ESTIMATED ANNUAL BUDGET:**

<b>COVID Disparities - El Sol Neighborhood Educational Center</b>					
<b>PERSONNEL/SALARY</b>	<b>Hourly Salary</b>	<b>YR1 FTE</b>	<b>Yr 1 Hours</b>	<b>Yr 1 Total</b>	<b>Comments</b>
Executive Director	\$ 43.00	0.06	125	\$ 5,375	
Program Director	\$ 32.00	0.3	624	\$ 19,968	
Program Supervisor	\$ 23.00	1	2080	\$ 47,840	
CHWs/Promotores	\$ 19.00	4	2080	\$ 158,080	
Office Assistant/Data Support	\$ 18.00	1	2080	\$ 37,440	
Media Support	\$ 20.00	0.5	1040	\$ 20,800	
Fiscal Staff	\$ 36.00	0.3	624	\$ 22,464	
<b>SALARY SUBTOTAL</b>				<b>\$ 311,967</b>	
<b>Benefits @ 23.5%</b>				<b>\$ 73,312</b>	
<b>TOTAL PERSONNEL AND BENEFITS</b>				<b>\$ 385,279</b>	
<b>PROGRAM/OPERATIONAL COSTS</b>					
<b>Office Expenses</b>		<b>Qty</b>	<b>Rate</b>	<b>Yr 1 Total</b>	
Office supplies		12	\$ 300.00	\$ 3,600	
Mileage		8936	\$ 0.63	\$ 5,585	
Printing		25000	\$ 0.35	\$ 8,750	
Designer		150	\$ 30.00	\$ 4,500	Design Contract services for the project: design flyers, posters, media postings, etc.
Evaluator		160	\$ 50.00	\$ 8,000	Evaluation and monitoring
<b>TOTAL PROGRAM/OPERATIONAL COSTS</b>				<b>\$ 30,435</b>	
<b>ADMINISTRATIVE/OVERHEAD COSTS</b>					
			Rate		

Administrative/overhead				\$ 90,210	21.7 of indirect of the total direct cost as approved by Nonprofit Rate Agreement
<b>TOTAL ADMINISTRATIVE/OVERHEAD COSTS</b>				<b>\$ 90,210</b>	
<b>SALARIES SUBTOTAL</b>			<b>61.00%</b>	<b>\$ 311,967</b>	
<b>BENEFITS SUBTOTAL</b>			<b>14.50%</b>	<b>\$ 73,312</b>	
<b>PROGRAM/OPERATIONAL TOTAL</b>			<b>3.50%</b>	<b>\$ 30,435</b>	
<b>SUBTOTAL: SALARIES/BENEFITS/PROGRAM/OPERATIONAL</b>				<b>\$ 415,714</b>	
<b>ADMINISTRATIVE/OVERHEAD COSTS TOTAL</b>			<b>21.70%</b>	<b>\$ 90,210</b>	
<b>TOTAL ESTIMATED BUDGET</b>			<b>101%</b>	<b>\$ 505,924</b>	

## 2. INVOICE

- 2.1. CONTRACTOR shall invoice COUNTY on a monthly basis. Invoices shall be due on the 15<sup>th</sup> of the following month.
- 2.2. For this Agreement, send the original invoices to either:

Riverside University Health System - Public Health

Fiscal – Accounts Payable

PO BOX 7849

Riverside, California 92513

or

[RIVCOPH-AP@ruhealth.org](mailto:RIVCOPH-AP@ruhealth.org)

- 2.3. 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 (23-323F); quantities; dates/hours of service performed; item descriptions, unit prices, extensions, sales/use tax if applicable, an invoice total, and any other information requested by the COUNTY.

**3. MAXIMUM COMPENSATION**

Maximum compensation payable under the terms of this Agreement shall not exceed FIVE HUNDRED FIVE THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$505,924) annually, including all expenses.