

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



ITEM: 3.35
(ID # 21237)

MEETING DATE:
Tuesday, February 28, 2023

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Professional Service Agreements with Vision Y Compromiso, Rainbow Pride Youth Alliance, and Reach Out West End for the Initiative to Address COVID-19 Disparities for the period of performance of January 1, 2023, through December 31, 2023, with options to renew for up to five months through May 31, 2024. All Districts. [Total Aggregate Amount: \$4,444,330; up to \$444,433 in additional compensation – 100% Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with Vision Y Compromiso 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 \$948,472;
2. Ratify and approve the Professional Service Agreement with Rainbow Pride Youth Alliance 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 \$1,567,477;

Continued on Page 2

ACTION:Policy


Kim Saruwatari, Director of Public Health 2/15/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: RUHS-PH

Kimberly Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and approve the Professional Service Agreement with Reach Out West End 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 five months through May 30, 2024, for a total aggregate amount not to exceed \$1,928,381;
4. Authorize the Chair of the Board to sign the Agreements on behalf of the County; and
5. 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 agreements, to include renewing the term of the agreements and modifying the statements of work that stay within the intent of the agreements; 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 agreements.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,624,086	\$2,820,244	\$4,444,330	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal			Budget Adjustment:	No
			For Fiscal Year:	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 Riverside University Health System – Public Health (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:

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- 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 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

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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.

Additional Fiscal Information

The funding to support these agreements will come directly from Federal Grant funding. There is no impact to County General Funds. The awarded contract amounts for each vendor will be distributed as follows:

VENDOR	FY22/23	FY23/24	Total Aggregate
Vision Y Compromiso	\$355,677	\$592,795	\$948,472
Rainbow Pride Youth Alliance	\$587,804	\$979,673	\$1,567,477
Reach Out West End	\$680,605	\$1,247,776	\$1,928,381
Total:	\$1,624,086	\$2,820,244	\$4,444,330

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 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 contracts to Vision Y Compromiso, Rainbow Pride Youth Alliance, and Reach Out West End. Separate requests for approval to award additional contracts for these services were presented to the Board of Supervisors. Both requests were approved on January 10, 2023, on Agenda Item 3.38, and January 31, 2023, on Agenda Item 3.18. This is the final request for the seven (7) contracts that were moved to the awarding phase of the original RFP.


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ATTACHMENTS:

ATTACHMENT A: Professional Service Agreement with Vision Y Compromiso

ATTACHMENT B: Professional Service Agreement with Rainbow Pride Youth Alliance

ATTACHMENT C: Professional Service Agreement with Reach Out West End



Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

2/15/2023



Douglas Ordóñez Jr.

2/21/2023



Gregg Gu, Chief Deputy County Counsel

2/15/2023

PROFESSIONAL SERVICE AGREEMENT

for

INITIATIVE TO ADDRESS COVID-19 DISPARITIES

between

COUNTY OF RIVERSIDE

and

RAINBOW PRIDE YOUTH ALLIANCE



FEB 28 2023 3.35

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This Agreement is made and entered into by and between RAINBOW PRIDE YOUTH ALLIANCE, a California nonprofit corporation (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 ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED EIGHT DOLLARS (\$1,175,608) 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

- 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 (23-323D) 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. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

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

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

Rainbow Pride Youth Alliance
3540 South North Shore Dr.
office@rainbowprideyouthalliance.org
(909) 519-3927

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

RAINBOW PRIDE YOUTH ALLIANCE, a California Nonprofit Corporation

By: 
Kevin Jeffries, Chair
Board of Supervisors

By: *Benita Ramsey*
Benita Ramsey
Executive Director

Dated: 2/28/23

Dated: January 26, 2023

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: *Esen Sainz*
Esen Sainz
Deputy County Counsel

FEB 28 2023 3.35

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 expand COVID-19 testing, including home test kits and mobile testing sites, among populations at higher risk and that are underserved.

2.1.2. CONTRACTOR shall employ six strategies to expand COVID-19 testing (including home test kits and mobile testing sites) among populations at higher risk and that are underserved with a particular emphasis on the LGBTQ community, children, youth, and their families. Efforts shall include: neighbor-to-neighbor approach, community-based partnerships, and partnering with testing locations closest to where people live.

2.1.3. CONTRACTOR shall deploy robust education-focused marketing, all aimed at strategically engaging populations disproportionately impacted by COVID-19 on availability of home self-test kits, location of test sites and the importance of practicing harm reduction in their trusted environment. Strategies to address these concerns include

high-touch methods such as community canvassing at local health fairs, farmers markets and other community gatherings, vaccine education and registration and mobilization by trusted community leaders via their social networks.

- 2.1.4. CONTRACTOR shall employ less resource-intensive test access promotion strategies such as Spanish-language and LGBTQ media, where staff and community leaders provide information and answer questions on the continuing presence of COVID-19, COVID-19 vaccine availability to mitigate the spread of COVID-19 variants, and the availability of at-home test kits. Promotional material will emphasize how and where individuals can obtain at-home test kits for free including access for Medi-Cal participants.
- 2.1.5. CONTRACTOR will train their Community Health Workers (CHW) in how to support the distribution and administration of the COVID-19 test at official COVID-19 test sites and provide staffing support to facilitate the process in both its distribution and administration.
- 2.1.6. CONTRACTOR will post flyers in the neighborhoods, including at local businesses, and hand out educational information about vaccines at the neighboring COVID-19 testing site.
- 2.1.7. CONTRACTOR will distribute the COVID-19 self-test kits at their office, at Community Health Fairs, faith partners, school and public events where they offer presentations, trainings or workshops. In addition, CONTRACTOR will host pop-up test distribution in conjunction with school-based outreach and in public settings.
- 2.1.8. CONTRACTOR's CHW team will post flyers in the neighborhood, including at local businesses, and hand out educational information about vaccines at the neighboring COVID-19 testing site. CONTRACTOR's CHWs will deliver their COVID-19 test availability promotion material and information through English and multilingual outlets, local media outlets, social media, faith-based venues, community events, and other culturally appropriate venues.
- 2.1.9. CONTRACTOR shall coordinate cross-agency outreach efforts with the Riverside University Health System - Public Health (RUHS-PH) Equity team and other test distributors by providing the following support for outreach events where test kits are available:
 - 2.1.9.1. Plan and co-host outreach, testing and vaccine events at community-based settings in or near the designated priority zip code.
 - 2.1.9.2. Provide volunteer greeters/translators.

- 2.1.9.3. Canvas specific neighborhoods to promote testing and vaccine events prior to or simultaneously with the event.
- 2.1.9.4. Staff internal phone/text banks.
- 2.1.9.5. Participate at planned PPE distribution, testing, or other events.
- 2.1.9.6. A youth-led Digital Network will educate Parents/Caregivers, schools and youth on COVID-19 impacts on youth., this network of youth ambassadors will develop a multi-modal youth outreach campaign featuring a series of short videos addressing specific topics of misinformation and concern, supported by corresponding media and events. These videos will use music, animations, poetry, storytelling, spoken word, and drama to correct misinformation and ease testing & vaccine hesitation. among LGBTQ, Latinx and African American Young Adults 18-35 and to reach a wider audience.
- 2.1.9.7. A final strategy shall be to maximize social media. Instagram is visually focused and good for animation, video, and graphics designed to educate and raise awareness, with some direct response/action capability. Instagram stories - sponsored stories, like Facebook carousel ads, will allow CONTRACTOR to tell a story to educate and build receptivity to maintaining mitigation practices, normalizing vaccines, and boosters as part of health care regiment that can provide optimal protection. The "swipe up" option to learn more/take action, which can help drive traffic to eligibility tools for life care resources and vaccine administration locations. The campaign will highlight local & regional trusted Youth Adult voices and link media sites to trusted health information and local services. The campaign will empower local artists, influencers, listeners, and culture-bearers with testing and vaccine information. Multi-modal components will include events, street art, posters, community listening sessions, apparel, performances, art contests, and interactive tabling at Art Walk, cultural festivals, and street fairs.

2.2. Coordination and Education:

- 2.2.1. CONTRACTOR shall create coordination and education among populations at higher risk and that are underserved.

- 2.2.2. CONTRACTOR will work collaboratively with RUHS-PH Equity efforts and community partners on identifying, coordinating, and leveraging tactics to advance COVID-19 equity strategies using a data driven approach to prevention, testing, and vaccine delivery.
- 2.2.3. CONTRACTOR will provide support on policies and programs, including provision of technical assistance and resources to community-based organizations working to improve COVID-19 strategies for prevention, testing, and vaccination efforts in the 2/SLGBTQ and among youth and their families.
- 2.2.3.1. CONTRACTOR will leverage its Facebook & Instagram COVID-19 Information pages as an on-going resource and clearinghouse for up-to-date COVID-19 information including vaccine linkages, psychosocial support and Long COVID. This includes broadcasting short, informative, and uplifting video messages via Facebook Live and Instagram stories. Creating short YouTube videos on topics such as grief or stress management; these allow the community to engage in asynchronous, self-directed learning and processing long after the project phases down.
- 2.2.3.2. CONTRACTOR will devote its monthly Rainbow Youth Collaborative meeting to discussing health disparities affecting 2/LGBTQ youth with an expanded focus on psychosocial support in the age of COVID, Long COVID Syndrome in youth and Covid mitigation strategies.
- 2.2.3.3. CONTRACTOR shall collaborate with coworkers and community partners to develop, coordinate and execute outreach efforts and community engagement that produces high-quality, interactive in- person engagement of focus communities that (a) meet people where they are at, and (b) promote a two- way meaningful dialogue to address individual questions and concerns about COVID-19 and vaccines by hosting hybrid monthly town halls relevant topics designed to keep the community informed as needed.
- 2.2.3.4. CONTRACTOR will host quarterly Facebook Live & Instagram Live information sessions on our weekly "Meet the Community vlog platform.
- 2.2.3.5. CONTRACTOR will work collaboratively with partners to create a plan for addressing long term survivors' primary needs, emotional supports for families, ad broad scale psychoeducation for the whole community.

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 produce high-quality, interactive, in-person & virtual engagement designed to increase access to and education about COVID-19 therapeutics including but not limited to antivirals and monoclonal antibodies among populations at higher risk and that are underserved.
- 2.3.3. CONTRACTOR will employ a robust, education-focused marketing campaign, that (a) meet people where they are at, and (b) promote a two-way meaningful dialogue to address individual questions and concerns about Long COVID and COVID-19 therapeutics and treatments all aimed at strategically engaging populations disproportionately impacted by COVID-19, and/or are high-risk for COVID-19, Long Haul COVID-19 symptoms and Multi-System Inflammatory Syndrome.
- 2.3.3.1. CONTRACTOR will identify and train trusted messengers living with Long COVID and its effects as CHWs to deliver our messaging on Long COVID and Therapeutics and its effectiveness to neighbors, family to family communities and populations most vulnerable and underserved. Through these trusted messengers, CONTRACTOR will disseminate up-to-date state, county and CDC COVID-19 therapeutics information including but not limited to antivirals and monoclonal antibodies through a series of monthly Town Halls and interactive sessions. The following questions will be answered: a. What is post COVID-19 condition or "long COVID"? b. What are these symptoms? c. How long do they last and are there any treatment options? d. Access to information on Multi-System Inflammatory Syndrome and Long COVID in Children.
- 2.3.3.2. In these education sessions, CONTRACTOR will also stress the continuing importance of getting vaccinated and/or boosted and practicing harm reduction in their trusted environment, including accessing COVID-19 therapeutics.
- 2.3.3.3. CONTRACTOR will provide social services and navigation supports to address barriers to accessing care.

- 2.3.3.3.1. In conjunction with CONTRACTOR's peer crisis counselors, CHW's will offer virtual "conversation cafes" to provide an anonymous, supportive environment for people to talk with each other. These cafes will be promoted to faith groups, assisted living facilities, nursing homes, healthcare clinics, partner CBOs etc.
- 2.3.3.3.2. CONTRACTOR will offer virtual parent support groups to overburdened parents trying to support their children through unpredictable and often changing environments.
- 2.3.3.3.3. CONTRACTOR will provide navigation support for obtaining disability where an individual is unable to work due to Long COVID conditions.
- 2.3.3.3.4. CONTRACTOR will provide navigation support for obtaining the vaccine and vaccine booster, COVID-19 testing and personal protective equipment (PPE).
- 2.3.3.3.5. CONTRACTOR will work to increase access to basic needs and services exacerbated by the pandemic unemployment, food insecurity, rent assistance, etc.
- 2.3.3.3.6. CONTRACTOR will create Long COVID information tool kits targeting youth, their families and the LGBTQ community.
- 2.3.3.4. CONTRACTOR will coordinate cross-agency outreach efforts with the RUHS-PH Equity teams, and others by providing the following support for outreach events where COVID-19 therapeutics including but not limited to antivirals and monoclonal antibodies are available.
- 2.3.3.5. CONTRACTOR will participate in planned community -wide COVID-19 therapeutics clinics including but not limited to antivirals and monoclonal antibodies PPE distribution, testing, or other events.
- 2.3.3.6. CONTRACTOR will create a multi-modal youth outreach campaign featuring a series of short videos addressing specific topics of misinformation and concern to young people and their families, supported by corresponding media and events. These videos will use music, animations, poetry, storytelling, spoken word, and drama to correct misinformation and ease vaccine hesitation among Youth & Young Adults. The social media team will produce cartoon-based animations on COVID-19 therapeutics and answer questions to address hesitancy among Latinx and African American Young Adults 18-35 and to reach a wider audience. Instagram stories - sponsored stories, such as Facebook carousel ads, will

allow Unity to tell a story to educate and build receptivity to COVID-19 therapeutics including but not limited to antivirals and monoclonal antibodies.

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 campaigns will be disseminated through their CHWs. They will distribute community education materials on symptoms of COVID-19 and how it spreads, answer community members' questions about COVID-19 and dispel myths, rumors, and misinformation circulating in the community.
- 2.4.3. CONTRACTOR will provide education to reduce stigma against community members who are diagnosed with COVID-19 and encourage empathy and support to community members who are isolating or quarantining.
- 2.4.4. CONTRACTOR will continue to promote COVID-19 prevention measures including frequent hand washing, respiratory hygiene (coughing/sneezing into elbow), wearing masks properly and getting vaccinated and boosted. The CHWs will also encourage community members to seek testing or clinical care if they develop COVID-19 symptoms or come in close contact with people with COVID-19.
- 2.4.5. CONTRACTOR's COVID-19 prevention and mitigation education campaigns will be centered through a youth-led digital health hub. The goal of this hybrid strategy is to create youth engaging content that will support knowledge and skill development, as well as support positive social norms and improved perceptions around targeted health and leadership behaviors.
- 2.4.6. Virtual Promotional and Outreach Strategies will be led by 1 FTE Digital Social Media Specialist who will manage and maintain CONTRACTOR's social media presence including but not limited to employing live interactions and outreach on social media platforms to engage potential consumers and raise awareness of CONTRACTOR's COVID-19 prevention and mitigation education campaigns and supportive services.
- 2.4.7. CONTRACTOR's tech team will also develop an interactive mobile app with gaming features to create buzz in youth friendly platforms, such as Discord, where they already have an on-line presence.

- 2.4.8. The Digital Media team will feature COVID-19 mitigation measures services as part of our wellness podcast and Vlog series. CONTRACTOR anticipates leveraging the "trusted messenger" status of 5 FTE Young Adult Peer Community Health Workers to engage community members and our partner networks to inform them of the project through Virtual Introductory sessions, Comedy, Story Telling Sessions, and Open Mics to creatively engage the community. Content will be presented in mixed formats (e.g., graphics, video, interviews, and presentations).
- 2.4.9. Youth Community Health Ambassadors will host virtual health-promoting activities that support the personal and professional growth of LGBTQ youth, young adults & their peers; that ensure that the look & feel of our digital spaces are inviting, engaging, easy-to-navigate, and up to date. The Youth ambassadors will provide feedback to the Prevention Team about what our digital teen audiences are talking about, how they are responding to the programs and curriculum, and identify opportunities to further engage them in their personal health journeys and as health leaders. The Youth Community ambassadors will lead a multi-modal youth outreach campaign featuring a series of short videos addressing specific topics of misinformation and concern to young people and their families, supported by corresponding media and events. These concern to young people and their families, supported by corresponding media and events. These misinformation and ease vaccine hesitation among Youth & Young Adults. Highlight local trusted voices and link media sites to trusted health information and local services. Empower local artists, influencers, listeners, and culture-bearers with vaccine information. The multi-modal components will include events, street art, posters, community listening sessions, apparel, performances, art contests, and conduct interactive tabling at the Art Walk Days. The social media team will also produce cartoon-based animations on vaccine myth and answer questions to address vaccine hesitancy among Latinx and African American Young Adults 18-35 and to reach a wider audience.
- 2.4.10. CONTRACTOR will maximize social media to educate and raise awareness with some direct response/action capability.
- 2.4.11. CONTRACTOR will maximize social media and engage young people is to offer them social media account takeovers with teen and college-age influencers to reach younger demographics authentically with vaccine & booster information.

2.4.12. CONTRACTOR will incentivize youth to create short videos on social media as part of a back-to-school vaccine strategy. (TikTok, Instagram, YouTube, and Facebook) through the #VaxTruthChallenge to tell their COVID-19 vaccine stories. The challenge will be open to 12- to 24-year-olds and promoted through youth organizations, schools, clubs, and mobile vaccination sites. The goal is to create an opportunity for youth to encourage other youth to get vaccinated and practice covid mitigation strategies through social media.

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 for testing, vaccination, and treatment for populations at higher risk and that are underserved by collecting Sexual orientation and gender identity (SOGI) data on all pre & post event surveys; in at home test kit test dissemination and through self-reporting of participants accessing our services.

2.5.3. CONTRACTOR will create a needs assessment of Riverside County LGBTQ community on COVID-19 knowledge, infection rates, access to care and susceptibility to Long COVID.

2.5.4. CONTRACTOR will create a multi-media campaign directed to the LGBTQ community encouraging them to record with the public health department their vaccination status and to report positive at-home test results as well to an anonymous network that only captures SOGI data for research purposes.

2.5.5. CONTRACTOR will continue to create a welcoming and inclusive environment in the community outreach and engagement spaces as well at community centers environment in our community outreach and engagement spaces as well at our community centers.

2.5.6. CONTRACTOR will ensure that the physical environment of all their programming spaces signal a more welcoming and inclusive atmosphere for LGBTQIA+ individual and their families. CONTRACTOR will also encourage community partners to take steps as well, such as adding images of same-sex couples or other LGBTQIA+ people on the website, and in educational and marketing materials; offer gender neutral restrooms that are for all genders, and have a policy that visitors and staff can use restrooms that reflect their gender identity; provide pronoun buttons to staff (e.g., my pronouns are: She/Her/Hers); and finally

ensure that patient forms include the full range of family structures and living situations, and do not make assumptions about anatomy based on gender identity or sex assigned at birth.

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. CONTRACTOR's CHWs and health navigators will represent the intersectional identities that the CONTRACTOR seeks to reach. CONTRACTOR's Community Care Social Support Services will be available to 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. Supports that CONTRACTOR may offer through linkages through their partners include:

2.6.2.1. Emergency groceries and household supplies.

2.6.2.2. Help with filing for other assistance programs, Emergency Rental Assistance, utility assistance, fuel assistance, etc.

2.6.2.3. Masks, cleaning supplies, pulse oximeters, thermometers, and other PPE items.

2.6.2.4. Necessary transportation services.

2.6.2.5. Assistance finding testing and vaccination sites.

2.6.2.6. Cultural supports and interpreters.

2.6.2.7. Support for stress and anxiety.

2.6.3. CONTRACTOR will continue to maintain the COVID-19 Inland Empire Facebook page, disseminating up to date information to more than 2,500 members who seek on-going information and support.

2.6.4. CONTRACTOR will provide a weekly, open, drop-in support group for youth emotionally impacted by COVID-19. These groups will be offered virtually and in-person on a weekly basis. These groups will be available for children ages 7-12 and teens ages 13-18 to chat, create, and de-stress. Youth Community Health Workers will support youth in creating "reality classrooms," that portray scenes that depict what a typical day is like for 2/SLGBTQA teens who face bullying, harassment along with the current pressures of COVID-19 Isolation and Opioid misuse. Parents, educators, and service providers will be invited to be audience participants (September 2022-

May 2023). After each performance Peer "Talk Back" groups provide meaningful self-disclosure and feedback, allowing participants the opportunity to reframe their cognitive perceptions, and help to develop shared norms. These sessions will be augmented with Service-learning and Monthly Outdoor Adventures, where connections with positive role models and peers will help to create a safety net for participants while they gain experiences in positive risk-taking, facing challenges, and decision-making.

2.7. Target Populations:

- 2.7.1. CONTRACTOR's population of focus is the 2/LGBTQ community with a special emphasis on the subpopulation of 2/SLGBTQ youth and young adults 5- 26. This includes the intersectional identities of race, ethnicity, and gender identity that add complexities to their risk for COVID-19 and other health disparities.
- 2.7.2. CONTRACTOR will host weekly virtual support groups using a proven model that sandwiches one hour of educational time (the "Circle") between two hours of social time with games, peer-adult mentoring, and entertainment. Other services include art therapy workshops, game nights, substance abuse prevention, and outdoor adventures.
- 2.7.3. CONTRACTOR will partner with the statewide Out4Mental Health Campaign to promote mental health promotion and advocacy for the LGBTQ community within the Inland Empire.
- 2.7.4. CONTRACTOR will support youth and families engaging in Rainbow Pride Youth Alliance services by directly advocating on their behalf both within schools and community organizations.
- 2.7.5. CONTRACTOR will offer wrap-around services that address social determinants known to affect the health and well-being of transgender and gender diverse people.
- 2.7.6. Additional program elements may include:
 - 2.7.6.1. Provider-led and peer-led support groups for a variety of identities, issues, family members.
 - 2.7.6.2. Medical Legal Partnerships/Legal services (i.e., for name and gender marker change, insurance coverage, legal document changes, etc.).
 - 2.7.6.3. Insurance navigation supports.
 - 2.7.6.4. Substance use Prevention Programming, including Opioid Use Prevention.

2.7.6.5. Community events, such as information sessions, legal clinics, dressing for success, community parties, movie showings, and discussion groups.

2.7.6.6. Linkage to housing, employment, skills development, secondary education, college.

2.7.6.7. Collaboration with academic institutions to conduct LGB/transgender-focused scientific research to improve care nationally and beyond.

2.8. Detailed Workplan:

3. Outcomes:

3.1. Reduced COVID-19 related health disparities:

3.1.1. Timely, complete, and representative data on the LGBTQ+ community across the life span will be available for the public and other stakeholders, which will expand CONTRACTOR's knowledge base of COVID-19 impacts on the LGBTQ community in Riverside County by 75% to reduce health disparities within that community. The plan will be accomplished two-fold:

3.1.1.1. First, the development of a plan for collecting SOGI data representative of Riverside County LGBTQ+ Community and the impact COVID 19 has had on this community.

3.1.1.2. Second, CONTRACTOR will provide a needs assessment that will gather information on current community attitudes on vaccines and boosters, self-reports on testing, infection, and presence of long covid symptoms. The needs assessment will also cover where the LGBTQ community felt supported, knew where to find resources and impacts of social isolation and the social impacts of covid related stigma related to the social determinants of health. This needs assessment will help CONTRACTOR contextualize health disparities within the LGBTQ+ community and mitigate stigma and bias.

3.2. Improved and increased testing, vaccination, and access to treatment among populations at higher risk and underserved communities:

3.2.1. Increased testing, vaccination, and access to treatment within the LGBTQ community will increase by 25% by reducing stigma and medical mistrust within the LGBTQ community. CONTRACTOR will deploy trusted messengers to both collect and disseminate information in the LGBTQ community.

3.2.1.1. CONTRACTOR will build the community's capacity to reach the LGBTQ communities with effective culturally and linguistically tailored programs and practices for testing, covid mitigation strategies, vaccination, and covid therapeutics education This

entails collecting the SOGI data to tell the "data story" and deploying LGBTQ community members as community health workers, not to just to educate the LGBTQ community, but also to reduce the stigma, homophobia and transphobia that permeates western medicine.

3.2.1.2. CONTRACTOR will implement a community driven health communications strategy with culturally and linguistically responsive materials and messengers, for disseminating accurate information in plain language, lessening adverse effects of mitigation strategies, and emphasizing importance of wellness visits and preventive care while reducing LGBTQ mistrust of the health care system. Community canvassing, interactive in-person approaches and booth and tabling at Pride events and other community celebration will help normalize testing and seeking treatment for long covid symptoms.

3.2.1.3. CONTRACTOR will secure formal partnerships with community agencies and organizations to provide other services and supports as needed (such as basic needs, substance abuse treatment employment assistance) for participating families.

3.3. Improved community capacity and services to prevent and control COVID-19 infection and transmission among populations at higher risk and underserved:

3.3.1. The community capacity and services to prevent and control COVID-19 infection and transmission within the LGBTQ+ community will increase by 85% through education and training. The following strategies will be used to build community capacity:

3.3.1.1. Launch Digital hub to promote resources, counter disinformation and encourage the LGBTQ community to get tested, get vaccinated and boosted.

3.3.1.2. CONTRACTOR will work with ten (10) Source peer leaders to develop a timeline to implement (2) community wide awareness campaigns addressing the unique needs of LGBTQ+ community.

3.3.1.3. CONTRACTOR will deploy CHW into communities to provide education and outreach on any new COVID-19 variants, vaccine availability and Long COVID and treatment options.

3.3.1.4. CONTRACTOR will conduct public education campaigns on COVID-19 related issues in the LGBTQ community to include participation in community and cultural events/fairs, engagement and use of print and electronic media, education of

community gatekeepers in schools and health clinics, and distribution of educational materials.

4. 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.

- 4.1. Goodie bags, swag bags, or any giveaways
- 4.2. Food/meals
- 4.3. Cash
- 4.4. Baby items, child/adult diapers
- 4.5. Nutritional/protein drinks/shakes
- 4.6. Clothing
- 4.7. Haircuts
- 4.8. Relief funding for anything
- 4.9. Cost of outreach, testing, or vaccine support outside of COVID-related programs
- 4.10. Branding of masks, hand sanitizers, wipes, or other items (branding of education material/fliers is acceptable)
- 4.11. Purchase of vaccine or therapeutics
- 4.12. Costs to pay for the administration of COVID vaccine
- 4.13. Treatment of any kind to include the purchase of medication or medical supplies, including first-aid kits and band-aids
- 4.14. Costs associated with offering showers or hygiene products
- 4.15. Vehicle repairs or maintenance
- 4.16. Payment to staff/volunteers for use of home office space
- 4.17. Building/office modifications or construction
- 4.18. Purchase of staff or volunteer awards or any recognition items
- 4.19. Cost of childcare
- 4.20. 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:

COVID Disparities - Rainbow Pride Youth Alliance					
PERSONNEL	Hourly Salary	YR1 FTE	Yr 1 Hours	Yr 1 Total	Comments
Program Director	\$ 27.63	1	2080	\$ 57,470	
Equity Data Associate	\$ 27.63	1	2080	\$ 57,470	Equity Data Associate (1.0 FTE) Replaces Information Technology Coordinator. Coordinate Need Assessment and Data Collection Activities and Reporting; Coordinate systems for text/phone/data collection & social media & Digital Hub. Average Pay: 27.63/hr. Formula: 27.63 x 2080=57,470.40 Job duties are outlined in the RFP page 22.
Marketing Communications Manager	\$ 27.63	1	2080	\$ 57,470	
Youth Digital Media Coordinator	\$ 27.63	1	2080	\$ 57,470	
Fiscal Specialist	\$ 27.63	0.5	1040	\$ 28,735	
Community Health Workers	\$ 23.43	12	1920	\$ 539,827	
TOTAL SALARY				\$ 798,444.00	
FICA, SSI, Medicare Benefits @ 15.3%				\$ 122,161.93	

Health Savings Account @ 2%				\$ 47,600.00	Each employee receives a flat contribution to a health savings account of \$2,800. 2800 x 17 staff charged to this Agreement.
BENEFITS TOTAL				\$ 169,761.93	
TOTAL PERSONNEL				\$ 968,206.00	
Travel	# of Personnel	Miles	Rate	Yr 1 Total	
Mileage	17	95	\$ 0.655	\$ 12,750	
TOTAL MILEAGE				\$ 12,749.89	
Training		# of Personnel	Rate	Yr 1 Total	
Training/Orientation		17	\$ 250.00	\$ 4,250.00	
Training/Staff Consultants		17	\$ 250.00	\$ 12,000.00	Professional Development Consultant-Public Health focus for 4 day trainings for staff \$250.00 x 48 hours .
TOTAL TRAINING				\$ 16,250.00	
Office Expenses		Qty	Rate	Yr 1 Total	
Rent		12	\$ 2,400.00	\$ 23,040.00	Vendor's calculations appear to be incorrect in their proposal.
Equipment (new)		12	\$ 800.00	\$ 9,600.00	6 tablets & 6 cell phones for staff outreach and engagement.
Telephone		12	\$ 60.00	\$ 8,640.00	Service for outreach phones x 12 devices.
Postage		12	\$ 250.00	\$ 3,000.00	General postage for mailing resource material to CHWs in remote areas.

Photocopying/Printing		120,000.00	\$ 0.08	\$ 9,600.00	In-house printing , design and production of outreach materials, design of comics and youth-oriented outreach material.
Supplies		17	\$ 51.29	\$ 10,464.00	Basic office supplies for 17 FTE x 12 months.
Personnel Advertising		12	\$ 100.00	\$ 1,200.00	Indeed subscription
Website/Network		12	\$ 400.00	\$ 4,800.00	Domain & server plus analytics
Other Technology Costs		27,150	\$ 0.02	\$ 1,140.00	Scale to Win Spoke is the peer-to-peer texting program, we are paying . 2 cents per outbound segment for text messaging If we send 27,150 text messages x 0.02 = \$1,140
Software Licenses/Subscriptions		12	\$ 110.00	\$ 1,320.00	Adobe for creative enterprises.
Video Conference Subscription/Services Expenses		12	\$ 144.00	\$ 6,912.00	Video conference subscription/services expenses (\$1,728) Zoom service \$144 x 12 months with 4 subscriptions service period.
Laptop and Tablet Data Servic		12	\$ 60.00	\$ 8,640.00	Laptop & tablet data service, data service for tablets for CHWs while in field.
Media/Advertising Expenses		10	\$ 1,000.00	\$ 10,000.00	Digital media/advertising expenses, media advertising to LGBT market Q-radio, magazines, and publications x 10 months.
Needs Assessment		12	\$ 416.67	\$ 5,000.00	Monthly Data Processing fees related to collection and desegregation of data via Electronic Records System

Outreach-related Expenses		15	\$ 333.33	\$ 5,000.00	Anticipated outreach-related expenses to vendor booth fees at Pride events, health fairs and local outreach events and expos in order to conduct effective mobile outreach in diverse communities. Palm Springs Pride, \$1000, Riverside Pride Youth Zone, \$1000, Coachella Pride, Desert Hot Springs Pride & Idywild Pride(\$1000 total for 3);plus 10 other events with average vendor fee expense of \$200 per event.
Accessibility Accommodations		50	\$ 150.00	\$ 7,500.00	Accessibility accommodations for ASL interpretation services.
TOTAL OFFICE EXPENSES				\$ 115,856.00	
TOTAL PROGRAM/OPERATIONAL COSTS				\$ 144,855.88	
ADMINISTRATIVE/OVERHEAD COSTS			Rate		
TOTAL ADMINISTRATIVE/OVERHEAD COSTS			5.62%	\$ 62,546	Insurance, worker comp, utilities, bookkeeper fee
SALARIES SUBTOTAL			63%	\$ 798,444.00	
BENEFITS SUBTOTAL			17%	\$ 169,761.93	
PROGRAM/OPERATIONAL TOTAL			14%	\$ 144,855.88	
ADMINISTRATIVE/OVERHEAD COSTS TOTAL			6%	\$ 62,546	

TOTAL ESTIMATED BUDGET			100%	\$	
				1,175,608	

2. INVOICE

- 2.1. CONTRACTOR shall invoice COUNTY on a monthly basis. Invoices shall be due on the 15th 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

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 (23-323D); 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 ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED EIGHT DOLLARS (\$1,175,608) annually, including all expenses.

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PROFESSIONAL SERVICE AGREEMENT

for

INITIATIVE TO ADDRESS COVID-19 DISPARITIES

between

COUNTY OF RIVERSIDE

and

REACH OUT WEST END



FEB 28 2023 3.35

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This Agreement is entered into by and between REACH OUT WEST END, a California nonprofit corporation (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 on January 1, 2023, and continues in effect through December 31, 2023, with the option to renew through May 30, 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 ONE MILLION THREE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED TEN DOLLARS (\$1,361,210) 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

- 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 (23-323C) 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. CONTRACTOR shall include backup documentation showing expenses being invoiced to COUNTY.

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.

3.5 Advance payments will be made under this Agreement upon receipt of invoice by submitted to the COUNTY by CONTRACTOR, and upon approval by the COUNTY. The maximum amount of advance payments made to CONTRACTOR under this Agreement shall not exceed twenty-five percent (25%) of the annual contract amount. CONTRACTOR shall apply terms similar to this clause to any advance payments to subcontractors.

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

One subcontract is approved herein for the nonprofit organization, Faith In Action. No further contracts 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. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

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

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

Reach Out West End
 1126 W. Foothill Blvd., Suite 250
 Upland, CA 91786
diana@we-reachout.org
 (909)982-8641

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

REACH OUT WEST END, a California nonprofit corporation

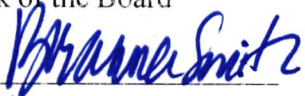
By: 
Kevin Jeffries, Chair
Board of Supervisors

By: 
Diana Fox
Executive Director

Dated: 2/28/23

Dated: 2/8/2023

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel
Esen Sainz

By: _____
Esen Sainz
Deputy County Counsel

FEB 28 2023 3.35

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 expand COVID-19 testing among populations at higher risk and that are underserved in the Western and Desert regions of Riverside County, to include providing home test kits and mobile testing sites, among populations at higher risk and that are underserved.

2.1.2. CONTRACTOR shall mobilize a dedicated team of Outreach Specialists and Community Health Workers (CHWs) to conduct the following:

2.1.2.1. Distribute testing kits at community events, resource fairs, community meetings, partner vaccine clinics, and local businesses.

2.1.2.2. Outreach Specialists and CHWs will work with COUNTY partners and conduct surveys and evaluations on trusted vaccine data systems to identify and target communities most at-risk within the Western and Desert regions. Outreach Specialists will also remain

engaged in identifying and coordinating new, dynamic methods of conducting culturally and linguistically responsive outreach.

2.2. Coordination and Education:

- 2.2.1. CONTRACTOR shall create coordination and education among populations at higher risk and that are underserved.
- 2.2.2. CONTRACTOR will engage in culturally and linguistically responsive outreach with effective and strategic activities aimed at target populations.
- 2.2.3. CONTRACTOR will conduct educational presentations at parent groups such as PTA, School Site Council, ELAC, DELAC, and Booster Clubs to target the parents of youth and school-age children.
- 2.2.4. CONTRACTOR will offer the Youth Advocates for Health Access (YAHA) program to youth ages 16-21.

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. Education about COVID-19 therapeutics, including anti-virals and monoclonal antibodies will be embedded in all educational presentations and marketing materials provided by CONTRACTOR. This will also include in-person outreach, social media, and other digital outreach.

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 shall support the dissemination of linguistically and culturally competent materials on COVID-19 prevention and mitigation education by:
 - 2.4.2.1. Conducting thoughtful and coordinated campaigns to encourage residents to get tested and vaccinated through social media and community outreach.
 - 2.4.2.2. Disseminate campaigns/educational materials on current topics.
 - 2.4.2.3. Translate newly developed and existing outreach materials where needed.

- 2.4.2.4. Disseminate culturally appropriate materials around disease detection and prevention of COVID-19 transmission.
- 2.4.2.5. Disseminate culturally appropriate materials around COVID-19 disease, therapeutics, and recovery.
- 2.4.2.6. Attend to the racial, economic, gender, cultural, and geographic forms of inequity by utilizing the Healthy Places Index data to drive decision making on where testing and vaccine services are most needed.
- 2.4.2.7. Ensure content of communications supports and promotes equity in Riverside County for populations served .
- 2.4.2.8. Conduct campaigns to encourage residents to get tested and vaccinated through social media and online sources.
- 2.4.2.9. Utilize the National Innovative Communities Conference as a platform for outreach, education, and promotion to community stakeholders.

2.5. Community Member Connections:

- 2.5.1. 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.
- 2.5.2. Outreach Specialists and CHWs will leverage their training, experience, and unique community positions to ensure clients receive access to resources that address other health needs in tandem with education or vaccination. CONTRACTOR will share community resources, work with clients to navigate to resources, and conduct warm handoffs to partners wherever possible.

2.6. Target Populations:

- 2.6.1. CONTRACTOR's target populations include: Latinx, LGBTQ+, people who live in rural communities, people over the age of 65 years, youth and school-age children, and people otherwise adversely affected by persistent poverty or inequity.

2.7. Detailed Workplan:

- 2.7.1. Strategic Outreach & Education: Outreach and education will be culturally and linguistically responsive to the target populations. Outreach will take place a non-stigmatizing, natural community gathering places. These locations may include community events, farmer's markets, schools, community centers and businesses. Where possible, resources such as childcare will be

- offered or meetings offered virtually to increase access to education/outreach activities. Each target population will have sub-strategies aimed at increasing participation through culturally responsive actions and materials.
- 2.7.1.1. Latinx: deploy trusted community messengers who are bilingual English/Spanish speakers. Ensure all marketing materials are available in Spanish. Make use of non-traditional media sources.
 - 2.7.1.2. LGBTQ+: leverage existing work with LGBTQ+ groups and expand partnerships to identify and deploy trusted messengers.
 - 2.7.1.3. Rural Communities: work with Faith in Action of the San Gorgonio Pass (FIASGP) to increase reach into rural desert communities, particularly the homeless population in that region. Co-locate staff with FIASGP in the Banning/Beaumont area.
 - 2.7.1.4. People over the age of 65 years: target senior centers, senior apartments, and assisted living facilities.
 - 2.7.1.5. Youth and school-age children: train Youth Advocates for Health Access so that youth receive information directly from their peers and offer presentations on campuses to parent groups.
 - 2.7.1.6. People otherwise adversely affected by persistent poverty or inequity: connect community members in targeted areas with supportive services through CHWs. Mailings will also be sent out directly to areas identified as fitting this target population.
 - 2.7.1.7. During outreach, CONTRACTOR will conduct testing kit distribution and include education about COVID-19 therapeutics at events, meetings, and presentations.
- 2.7.2. Training and Deployment of Trusted Community messengers (CHWs): CHWs provide “virus interruption” by amplifying accurate and up-to-date information within their communities and networks. CONTRACTOR will utilize its robust internal infrastructure, as well as their network of partners in place that will ensure their ability to hire, train, and deploy CHWs.
- 2.7.3. Trainings – Community Health Worker (CHW) and Youth Advocates for Health Access (YAHA): CONTRACTOR will establish the following training schedules:
- 2.7.3.1. CHW Trainings: 120 total hours of combined training and practicum through virtual and in-person experiences. Core competencies will include:

2.7.3.1.1. Communication skills, interpersonal skills, service coordination skills, capacity-building skills, advocacy skills, teaching skills, organizational skills, and knowledge base on specific health issues.

2.7.3.2. YAHA Trainings: 40-hour training for mobilization of youth aged 16-21, which is a pre-apprenticeship workforce development strategy consisting of:

2.7.3.2.1. Soft skills, professionalism, cultural and linguistic competency, communication, and health education.

2.7.3.3. Trainings will also include other program modules as appropriate, including: trauma-informed care, violence prevention, community outreach, case management/brokering/referral, suicide prevention, crisis intervention, coaching/mentoring, nurturing parenting program community module, center for civic policy and leadership community advocacy training, cultural diversity, and alcohol/drug use awareness.

2.7.4. Support Services Navigation: CONTRACTOR will connect community members to supportive services such as transportation, housing, food assistance, and mental/behavioral health services. Outreach Specialists and CHWs will leverage their training, experience, and unique community positions to ensure clients receive access to resources that address other health needs in tandem with education or vaccination.

3. Outcomes:

3.1. Reduced COVID-19 related health disparities:

3.1.1. CONTRACTOR will provide increased access to critical supports, including access to resources such as housing, legal, workforce, mental health services, and healthcare in targeted communities.

3.1.2. CONTRACTOR will provide increased access to culturally and linguistically responsive healthcare and educational opportunities through CHW outreach.

3.1.3. CONTRACTOR will increase education from trusted community messengers and access to vaccination opportunities, resulting in reduced cases, hospitalizations, and deaths.

3.1.4. CONTRACTOR shall use the following metrics to track progress toward the identified outcomes. Please note: some metrics span multiple outcomes.

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- 3.1.4.1. 150,000 community members educated about COVID testing, vaccination, and treatments.
 - 3.1.4.2. 9,600 community members receiving supportive services navigation.
 - 3.1.4.3. 15 CHW/YAHA trained and deployed in Riverside County.
- 3.2. Improved and increased testing, vaccination, and access to treatment among populations at higher risk and underserved communities:
- 3.2.1. CONTRACTOR will increase awareness of testing and vaccine access opportunities among marginalized community members through community outreach conducted by trusted community messengers (CHWs) and youth peers (YAHAs).
 - 3.2.2. CONTRACTOR will aid in increasing testing and vaccination rates in areas/populations targeted by events and education.
 - 3.2.3. CONTRACTOR will aid in decreasing vaccine hesitancy among community members as a result of dissemination of culturally responsive vaccine education information.
 - 3.2.4. CONTRACTOR shall use the following metrics to track process toward the identified outcomes:
 - 3.2.4.1. 150,000 community members educated about COVID testing, vaccination and treatments.
 - 3.2.4.2. 5,000 testing kits distributed.
 - 3.2.4.3. 1,200 community members receive vaccinations.
 - 3.2.4.4. 40,000 social media impressions.
- 3.3. Improved community capacity and services to prevent and control COVID-19 infection and transmission among populations at higher risk and underserved:
- 3.3.1. Creating a stronger community climate of vaccine acceptance by addressing stigmas, misinformation and hesitancy through trusted community messengers and effective messaging campaigns.
 - 3.3.2. Tailoring strategies for specific communities to increase effective messaging campaigns.
 - 3.3.3. Providing messaging and tone that is culturally relevant and in the predominant languages spoken in the community.
 - 3.3.4. Increasing collaboration to provide needed supports that help communities build capacity to prevent/control exposure.

3.3.5. CONTRACTOR shall use the following metrics to track process toward the identified outcomes:

- 3.3.5.1. 150,000 community members educated about COVID testing, vaccination and treatments.
- 3.3.5.2. 9,600 community members receiving supportive services navigation.
- 3.3.5.3. 15 CHW/YAHAs trained and deployed in Riverside County.

4. Unallowable Activities/Expenses:

The following items/activities are not covered under the allocated funding, and therefore, are unallowable spending under this agreement:

- 4.1. Goodie bags, swag bags, or giveaways
- 4.2. Food/meals (unless tied to travel listed in the approved contract budget)
- 4.3. Cash, gift cards, relief funds for any purpose
- 4.4. Baby items, nutritional/protein drinks/shakes
- 4.5. Diapers (child and adult)
- 4.6. Clothing, including t-shirts, polo shirts
- 4.7. Haircuts
- 4.8. Cost of outreach, testing, or vaccine support outside of COVID-related programs
- 4.9. Branding of masks, hand sanitizers, wipes, or other items (branding of education material/fliers is acceptable)
- 4.10. Purchase of vaccine or therapeutics
- 4.11. Costs to pay for the administration of COVID vaccine
- 4.12. Treatment of any kind to include the purchase of medication or medical supplies, including first aid kits and band-aids
- 4.13. Cost associated with offering showers or hygiene products
- 4.14. Vehicle repairs or maintenance
- 4.15. Payment to staff/volunteers for use of home office space
- 4.16. Building/office modification or construction
- 4.17. Purchase of staff or volunteer awards or any recognition items
- 4.18. Cost of childcare
- 4.19. Any item that costs more than \$5,000

5. Reporting Requirements:

CONTRACTOR shall compile progress reporting and submit to the COUNTY on a quarterly basis. COUNTY shall provide the appropriate contact information to CONTRACTOR for progress report submittals upon execution of this Agreement. Progress reports shall 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. The reporting period and due dates are as follows:

Reporting Period	Report Due Date
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 31, 2023
July 1, 2023 – September 30, 2023	October 31, 2023
October 1, 2023 – December 31, 2023	January 31, 2024

EXHIBIT B**PAYMENT PROVISIONS**

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

1. Estimated Annual Budget:

COVID Disparities - Reach Out					
PERSONNEL	Hourly Salary	YR 1 FTE	YR 1 Hours	YR 1 Total	Comments
Program Manager	\$ 31.66	1	2080	\$ 65,853	1 Program Manager position, 1 FTE. Avg. pay = \$31.66/hr
Coordinator	\$ 23.92	1	2080	\$ 49,754	
Outreach Specialist I	\$ 21.31	5	2080	\$ 221,624	
Program Support Specialist	\$ 20.20	1	2080	\$ 42,016	
Media & Marketing Specialist I	\$ 21.63	0.5	1040	\$ 22,495	
Evaluation Associate	\$ 25.44	0.5	1040	\$ 26,458	
Health Workforce Director	\$ 40.87	0.5	1040	\$ 42,505	
CHW Program Director	\$ 31.66	0.5	1040	\$ 32,926	
Director of Community Health, Education and Wellness	\$ 42.17	1	2080	\$ 87,714	
TOTAL SALARY				\$ 591,344	
BENEFITS @ 22%				\$ 130,096	
TOTAL PERSONNEL				\$ 721,440	
PROGRAM/OPERATIONAL COSTS					

Mileage	# of Personnel	Miles	Rate	YR 1 Total	
Mileage (Outreach Specialists)	5	250	\$ 0.655	\$ 9,825.00	250 miles per month for 5 Outreach Specialists
Mileage (Program Manager/Coordinator)	2	100	\$ 0.655	\$ 1,572.00	100 miles per month for Program Manager and Coordinator
Mileage (Evaluation Associate and Communications Specialist)	2	50	\$ 0.655	\$ 786.00	50 miles per month for Evaluation Associate and Communications Specialist (*communications specialist is not listed in personnel)
TOTAL MILEAGE				\$ 12,183	
Training		# of Personnel	Rate	YR 1 Total	
Training Stipends		30	\$ 200.00	\$ 6,000.00	YAHA stipends for Youth Advocates training completion.
Instructor Honoraria		10	\$ 200.00	\$ 2,000.00	CHW and YAHA equity and core competency trainers and speakers
TOTAL TRAINING				\$ 8,000	
Office Expenses		Qty	Rate	YR 1 Total	
Rent		12	\$ 3,435.00	\$ 41,220.00	Monthly rent for 12 months (amount is allocated amount for staffing for this contract only)

Maintenance/Janitorial		52	\$ 90.00	\$ 4,680.00	Weekly service for 52 weeks (expenses prorated to this contract only)
Utilities		12	\$ 225.00	\$ 2,700.00	Monthly rate for gas, electric, alarm (amount is allocated amount for staffing for this contract only)
Equipment (new)		5	\$ 650.00	\$ 3,250.00	Technology equipment for 5 Outreach Specialists
Equipment maintenance		12	\$ 65.00	\$ 8,580.00	IT support and maintenance for 11 FTEs for 12 months
Telephone		12	\$ 50.00	\$ 6,600.00	Phone/internet costs for 11 FTEs for 12 months
Postage		75000	\$ 0.27	\$ 20,250.00	Postage for mass mailing to impacted HPI zip codes for vaccine/booster/testing
Mailing/Addressing/Sorting		75000	\$ 0.21	\$ 15,750.00	Mailing/addressing/sorting for mass mailing to impacted HPI zip codes for vaccine/booster/testing
Photocopying/Printing		1	\$ 5,000.00	\$ 5,000.00	Allocation for photocopying/printing costs
Supplies		20	\$ 1,000.00	\$ 20,000.00	Testing kits, event and outreach supplies to include signage, clipboards, and other related items, office supplies, tents, tables, chairs for larger events - cost per event * Clothing (t-shirts) is not allowable

Stipends for CHWs		50	\$ 200.00	\$ 120,000.00	\$200 full day stipends for community outreach and large event support via Community Health Workers from communities of focus - 50 full days per month for 12 months
Digital Outreach		10	\$ 20.00	\$ 2,400.00	Social media post boosts (10 posts per month)
Digital Outreach		12	\$ 200.00	\$ 2,400.00	Website maintenance/updates for 12 months
Office Equipment		11	\$ 1364.00	\$ 15,000.00	Desks, chairs, shelving, tables, cabinets, and storage for 11 FTEs and vaccine/testing events
TOTAL OFFICE EXPENSES				\$ 267,830	
Learning/Evaluation Costs		Qty	Rate	YR 1 Total	
Apricot Data Management System		1	\$ 5,000.00	\$ 5,000.00	
Cognito Forms Platform		1	\$ 1,000.00	\$ 1,000.00	
Zoom Platform		1	\$ 1,000.00	\$ 1,000.00	
TOTAL LEARNING/EVALUATION COSTS				\$ 7,000.00	
Subcontractors				YR 1 Total	
Faith in Action				\$ 175,000.00	Subcontract with Faith in Action for co-partnered coverage of the Pass area (Banning/Beaumont/Cabazon and Desert Hot Springs. Subcontract includes 2

					employees @ .75 FTE and a Program Manager.
TOTAL PROGRAM/OPERATIONAL COSTS				\$ 470,013	
ADMINISTRATIVE/OVERHEAD COSTS			Rate		
Indirect Costs			23.53%	\$169,757.00	Indirect rate of 23.53% based on total personnel cost. Percentage rounded down.
TOTAL ADMINISTRATIVE/OVERHEAD COSTS				\$ 169,757	
SALARIES SUBTOTAL			43%	\$ 591,344	
BENEFITS SUBTOTAL			10%	\$ 130,096	
PROGRAM/OPERATIONAL TOTAL			35%	\$ 470,013	
ADMINISTRATIVE/OVERHEAD COSTS TOTAL			12%	\$ 169,757	
TOTAL ESTIMATED BUDGET			100%	\$ 1,361,210	

2. Invoice:

2.1. CONTRACTOR shall invoice COUNTY on a monthly basis. Invoices shall be due on the 15th 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

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 (23-323C); 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. . Invoices shall be rendered monthly in arrears. CONTRACTOR shall include backup documentation showing expenses being invoiced to COUNTY.

3. Maximum Compensation:

Maximum compensation payable under the terms of this Agreement shall not exceed ONE MILLION THREE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED TEN DOLLARS (\$1,361,210) annually, including all expenses.

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PROFESSIONAL SERVICE AGREEMENT

for

INITIATIVE TO ADDRESS COVID-19 DISPARITIES

between

COUNTY OF RIVERSIDE

and

VISION Y COMPROMISO



FEB 28 2023 3.35

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This Agreement is entered into by and between VISION Y COMPROMISO, a California non-profit corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, 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 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 SEVEN HUNDRED ELEVEN THOUSAND THREE HUNDRED FIFTY-FOUR dollars (\$711,354) 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

- 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 (23-323A) 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. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

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

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

Vision Y Compromiso
49869 Calhoun St.
Coachella, CA 92236
maria@visionycompromiso.org
(510) 701-2791

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

VISION Y COMPROMISO, a California non-profit corporation

By: 
Kevin Jeffries, Chair
Board of Supervisors

By: Maria Lemus
Maria Lemus
Executive Director

Dated: 2/28/23

Dated: 1/26/23

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Esen Sainz
Esen Sainz
Deputy County Counsel

FEB 28 2023 3.35

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 expand COVID-19 testing, including home test kits and mobile testing sites, among populations at higher risk and that are underserved.
- 2.1.2. CONTRACTOR shall share information and resources with vulnerable community residents to address myths and misinformation, reduce vaccine hesitancy, and promote timely testing.
- 2.1.3. CONTRACTOR will support 2 teams of 4 promotores per region (4 in the Western region, and 4 in the Mid-County region, all of which are separate from those already funded under a separate agreement between the Parties) who will expand COVID-19 testing (including access to home test kits and mobile testing sites) among vulnerable residents (immigrants, farmworkers, teenagers, mixed status families) underserved by many health and social service systems. Promotors will share information with local residents via one-on-one dialogue, home visits, and small and large group presentations to increase awareness about:

- 2.1.3.1. When and how to use a COVID-19 self-test including: (a) when you have symptoms, (b) if you think you've been exposed to COVID-19, or (c) if you plan to gather indoors with people who may be at risk (seniors, unvaccinated children, immune-compromised);
- 2.1.3.2. What to do if you test positive, including: (a) contact a provider, (b) report it to those who may have been exposed, (c) isolate and quarantine, and (d) seek treatment as needed; and
- 2.1.3.3. How, when, and where to access a mobile testing site.
- 2.1.4. CONTRACTOR shall work with health plans, COUNTY, and/or other partners to gather home test kits that will be distributed by promotores in underserved communities and to populations at higher risk.
- 2.1.5. Each promotor/a, on average, will integrate information about testing into their education and outreach activities to reach a minimum of 100 people/week with testing education (100 people/week x 8 promotores=800 people/week x 46 weeks= 36,800 people reached.
- 2.1.6. CONTRACTOR will work with community health partners (RUHS-PH, Inland Empire Health Plan, Borrego Springs Clinic, Molina Healthcare) to distribute free self-test kits in each region.
- 2.1.7. Promotores will support at least 1 vaccination/booster event in each region per quarter (4 events x 2 regions = 8 events supported.
- 2.1.8. Promotores will identify and elevate a minimum of 5 community stories in each region and document and share best practices and lessons learned with the County via progress reports, conference calls and narratives that enhance the evidence base for reducing racial and ethnic health disparities.
- 2.1.9. CONTRACTOR will track and report outcomes related to: # of people reached with information about testing, # of self-test kits distributed, # of people assisted to make testing appointments, # of mobile testing events supported.
- 2.2. Coordination and Education:
- 2.2.1. CONTRACTOR shall create coordination and education among populations at higher risk and that are underserved to reach a minimum of 18,400 underserved Latino individuals and families at higher risk in 2 Riverside County regions. Each promoter/a, on average, will reach a minimum

of 100 people/week with education activities (100 people/week x 8 promotores = 800 people/week x 46 weeks= 36,800 people reached.

2.2.2. CONTRACTOR shall track and report outcomes related to: # of people reached with education, number of flyers/door hangers and/or other print media distributed.

2.2.3. CONTRACTOR shall integrate promotores into outreach and health education programs and develop linguistically and culturally specific curricula, training, messaging, and outreach materials that will contribute to improved COVID-19 emergency response as well as increase enrollment in health insurance programs, improved family nutrition and physical activity, and expand access to a range of health care services for un/underinsured Latino communities.

2.2.4. CONTRACTOR shall use both in-person and virtual strategies to engage Latino and immigrant communities who have been disproportionately impacted by the pandemic and have experienced high rates of COVID-19 infections, deaths, economic turmoil, mental health and education crises, and food and housing insecurity.

2.2.4.1. CONTRACTOR shall provide coordination and education among populations that are underserved and at higher risk to improve vaccine confidence and increase vaccinations against COVID-19. The target population CONTRACTOR will reach includes primarily immigrant and Spanish speaking Latino individuals and their families in the West and Mid-County regions including children and youth and newly eligible children who have not yet been vaccinated.

2.2.4.2. Promotores shall listen, meet people where they are at, and share their own experiences. They will conduct both in-person and virtual outreach, coordination and education that is tailored to fit the needs of the local community as follows:

2.2.4.2.1. Provide in-language COVID-19 updates and information about testing and vaccine locations, assist with scheduling test and vaccine appointments via virtual (social media, online meeting platforms, phone-banking) and in-person strategies, and reach highly impacted communities at COVID-19 testing sites, workplaces, places of worship, schools, and in the neighborhoods and homes where people live.

2.2.4.2.2. Distribute PPE and share resources and relief with community residents in the West and Mid-County regions to ensure that resources are accurate and reach communities most impacted by the virus.

2.2.4.2.3. Select venues and channels that reflect the best locations, times and ways to communicate key messages.

2.3. COVID-19 Prevention and Mitigation Education Campaigns:

2.3.1. CONTRACTOR shall develop COVID-19 prevention and mitigation education campaigns using, but not limited to, social media, health fairs, and/or flyers.

2.3.2. CONTRACTOR shall carry out activities, develop materials, share strategic guidance, and identify gaps in services as part of a community-wide COVID-19 prevention and mitigation education campaign in collaboration with key partners (i.e. RUHS-Public Health, the multisector Equity collaborative in the Desert region, churches, schools, and other community-based partners). CONTRACTOR shall continue to share information with their network about ongoing changes and updates to best practices and local resources to prevent and address COVID-19 and coordinate services and referral pathways. Promotores shall identify service gaps and areas for improvements, address myths and misinformation, elevate community stories, and participate in co-creation and testing of messages and materials that will be distributed via social media (i.e. Facebook Live) and/or flyers distributed at health fairs, back to school nights, and other community and cultural events.

2.3.3. CONTRACTOR will develop and/or adapt existing materials with campaign messaging to print and distribute at health fairs, in door-to-door canvassing and other community events (i.e. door hangers, event flyers, one-page handouts).

2.3.4. CONTRACTOR shall leverage their network and Training and Education Department to create at least 1 webinar or subject matter training per quarter (total: 4 webinars or trainings) to continue to prepare promotores in California to engage in effective conversations that will increase vaccine confidence and promote access to COVID-19 vaccines among diverse, high risk, and/or unvaccinated Latino residents.

2.3.5. Promotores will distribute campaign messaging by organizing or participating in at least 1 fun family- and community-centered social and cultural activity per month per region (1 activity/mo x 11 mos x 2 regions= 22 events), CONTRACTOR's Network of Promotoras and/or local community partners (i.e. family education sessions, social gatherings, mini resource/health fairs, schools and community center events, etc.).

- 2.3.6. Share information using traditional contacts (radio interviews, PSAs, print media) at least 1 time per quarter (4 contacts) and post using social media outlets (Whatsapp, Facebook Live events) at least 5 times per month; at least 55 campaign/media opportunities (5 posts/ month x 11 months= 55 social. media posts).
- 2.3.7. Distribute PPE to help people stay healthy and prevent the spread of COVID-19.
- 2.3.8. Track and report outcomes related to: # of materials distributed, # of events attended, # of social media posts/# of views, and # of webinars/trainings provided.
- 2.4. Community Member Connections:
- 2.4.1. 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.
- 2.4.2. CONTRACTOR shall connect community members to health and behavioral health departments, clinics, family resource centers, food banks, advocacy and farmworker groups, faith communities, direct service organizations, schools, and more.
- 2.4.3. CONTRACTOR shall provide systems navigation (e.g. health care, socioeconomic supports), link individuals to resources and services based on their needs, and follow up with individuals who test positive for COVID-19 to overcome system-connection challenges and inequities and ensure that they and their families are connected to food, transportation, social support, and housing assistance, mental health, domestic violence and/or substance abuse services so that they can quarantine/isolate safely and successfully as needed
- 2.4.4. CONTRACTOR shall carefully curate local resources to help Latino individuals and their families access services and resources related to the socioeconomic and mental health impacts of the pandemic, including emergency food and housing assistance (rental assistance, eviction prevention), mental health supports, transportation, substance abuse, educational supports, and more.
- 2.4.5. Make reminder calls, link individuals to resources and services, and identify gaps in services and opportunities to overcome system-connection challenges and inequities.
- 2.4.6. Connect residents to programs such as chronic disease prevention, asthma home assessment, mental health char/as/discussions, physical activity programs, social support groups, and innovative economic development strategies.

2.4.7. Continue to advocate for vaccine distribution and mobile testing programs to reach those most in need and disproportionately impacted.

2.4.8. Track and report outcomes related to: # of referrals and a warm hand off made (and to which community resources), number of people who receive navigational support, number of new partners engaged, other identified metrics related to improved health and wellness.

2.5. Target Populations:

2.5.1. CONTRACTOR shall engage primarily Spanish-speaking Latina/o/x immigrant and undocumented individuals in the following communities:

2.5.1.1. Urban Western communities, including Riverside, Jurupa, Moreno Valley, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon, and other surrounding unincorporated areas.

2.5.1.2. Mid-County cities, including Hemet, San Jacinto, Lake Elsinore, and Perris.

2.5.2. CONTRACTOR shall prioritize individuals and families in neighborhoods and regions where there is persistent poverty and other inequities including a disproportionate impact of COVID-19 disease, infection, death, and the socioeconomic consequences of the pandemic (job loss, housing and food insecurity, poor mental health, and increased incidence of chronic conditions).

2.5.3. CONTRACTOR shall reach multigenerational (children, youth, older adults) and mixed status families as well as farmworkers, pregnant women, and individuals with disabilities.

2.6. Detailed Workplan:

2.6.1. CONTRACTOR will 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 by hiring 2 teams of 4 promotores in the West and Mid-County regions of Riverside County. CONTRACTOR will implement the following workplan in the West and Mid- County regions according to a 3-phase plan.

2.6.2. Phase I: Project Start Up:

2.6.2.1. Following execution of the contract, CONTRACTOR will form 2 teams of 4 skilled promotores (8 total) in Riverside County (Western and Eastern/Desert regions) who are already hired and trained by CONTRACTOR and knowledgeable about COVID-19 and community-centered strategies that are culturally and linguistically specific and

designed to engage the primarily Spanish speaking Latinx community in these urban and rural regions.

2.6.2.2. Community Programs Director will issue a job description (posted on CONTRACTOR's website, on Indeed and distributed among our partners) to recruit and hire 4 promotores in the Mid-County region of Riverside County.

2.6.2.3. The teams shall be managed by Project Coordinator and supported by Project Manager to assure project deliverables.

2.6.2.4. All team members will join an internal Project Kick Off activity to:

2.6.2.4.1. Read through and discuss the workplan and Scope of Services approved by RUHS-PH;

2.6.2.4.2. Calendar team meetings, outreach opportunities (i.e. health fairs, canvassing dates/locations, community and cultural events, back to school nights, etc), and reporting submission dates;

2.6.2.4.3. Discuss data collection and evaluation strategies to document and track outcomes; and

2.6.2.4.4. Identify materials to order (computers, printer, projectors, outreach materials and supplies, PPE, home test kits).

2.6.2.5. CONTRACTOR will attend any required orientations, trainings or online or in-person event with the County during the Start Up and Implementation phases.

2.6.2.6. Each team will meet weekly in their region to plan activities, monitor progress, and identify and resolve challenges. In addition, all staff will join a bi-weekly (or monthly as needed) All Teams meeting over Zoom to document lessons learned, gather data, identify and resolve any challenges, and celebrate project successes.

2.6.3. Phase 2: Project Implementation:

2.6.3.1. CONTRACTOR will continue to increase awareness, reduce vaccine hesitancy, increase self-testing, and provide navigational support and referrals to local resources as needed to reach underserved Latino residents in 2 regions of Riverside County in communities that have been disproportionately impacted by the pandemic.

2.6.4. Project Goal: By June 30, 2023 (projected) CONTRACTOR shall contribute to reduced COVID-19 related health disparities in Riverside County.

3. OUTCOMES

3.1. Reduced COVID-19 related health disparities:

3.1.1. CONTRACTOR anticipates the following outcomes related to health disparities in Riverside County among underserved Latinx individuals and families and those at higher risk (due to vaccination status, chronic conditions, frontline workers, elderly and immunocompromised):

3.1.1.1. Reduced illness related to COVID-19.

3.1.1.2. Reduced contributions to chronic conditions (i.e. diabetes, mental/behavioral health).

3.2. Improved and increased testing, vaccination, and access to treatment among populations at higher risk and underserved communities:

3.2.1. CONTRACTOR anticipates the following outcomes related to testing, vaccination and access to treatment in Riverside County among underserved Latinx individuals and families and those at higher risk (due to vaccination status, chronic conditions, frontline workers, elderly and immunocompromised):

3.2.1.1. Improved awareness about COVID-19 prevention, vaccines and the effectiveness of boosters to prevent severe disease and death;

3.2.1.2. Improved services to prevent and control COVID-19 infection and transmission among populations at higher risk and underserved; and

3.2.1.3. Increased access to testing, vaccination, and treatment.

3.3. Improved community capacity and services to prevent and control COVID-19 infection and transmission among populations at higher risk and underserved:

3.3.1. Improved capacity to engage the community by training and supporting promotores.

3.3.2. Increased training builds the leadership and advocacy skills of promotoras, parents and other community leaders to promote health equity.

3.3.3. Increase promotor/a and parent engagement and representation in Riverside County systems in order to expand access to programs and services (including, but not limited to COVID-19 testing, vaccines and other supports).

4. 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.

- 4.1. Goodie bags, swag bags, or any giveaways
- 4.2. Food/meals
- 4.3. Cash
- 4.4. Baby items, child/adult diapers
- 4.5. Nutritional/protein drinks/shakes
- 4.6. Clothing
- 4.7. Haircuts
- 4.8. Relief funding for anything
- 4.9. Cost of outreach, testing, or vaccine support outside of COVID-related programs
- 4.10. Branding of masks, hand sanitizers, wipes, or other items (branding of education material/fliers is acceptable)
- 4.11. Purchase of vaccine or therapeutics
- 4.12. Costs to pay for the administration of COVID vaccine
- 4.13. Treatment of any kind to include the purchase of medication or medical supplies, including first-aid kits and band-aids
- 4.14. Costs associated with offering showers or hygiene products
- 4.15. Vehicle repairs or maintenance
- 4.16. Payment to staff/volunteers for use of home office space
- 4.17. Building/office modifications or construction
- 4.18. Purchase of staff or volunteer awards or any recognition items
- 4.19. Cost of childcare
- 4.20. Items that cost over \$5,000

EXHIBIT B

PAYMENT PROVISIONS

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

1. Estimated Annual Budget:

COVID Disparities - Vision Y Compromiso					
PERSONNEL	Hourly Salary	YR1 FTE	Yr 1 Hours	Yr 1 Total	Comments
Director of Community Programs	\$ 38.75	0.1	208	\$ 8,060	
Regional Program Manager	\$ 32.14	0.2	416	\$ 13,371	
Project Coordinator	\$ 30.00	0.5	1040	\$ 31,200	
Lead Promotor/a	\$ 21.00	2	2080	\$ 87,360	
Promotor/a	\$ 18.00	6	2080	\$ 224,640	
Administrative Assistant	\$ 21.00	1	520	\$ 10,920	
Data Analyst	\$ 24.00	1	1040	\$ 24,960	
TOTAL SALARY				\$ 400,511	
BENEFITS TOTAL				\$ 154,197	38.5%
TOTAL PERSONNEL AND BENEFITS				\$ 554,708	
PROGRAM/OPERATIONAL COSTS					
Travel	# of Personnel	# of Days or Miles	Rate	Yr 1 Total	
Travel	1	8	\$ 90	\$ 720	Rental car for Director of Programs to travel to Riverside County @ \$90 per day x 2 days per trip x 1 trip per quarter.
Mileage	10	280.8	\$ 0.625	\$ 21,060	.625/mile x 280.8 miles/month x 10 staff (Promotores, Project Coordinator)

Mileage	1	164	\$ 0.625	\$ 410	.625/mile x 164 miles/trip x 4 trips (Director of Programs)
TOTAL TRAVEL				\$ 22,190	
Training		# of Personnel	Rate	Yr 1 Total	
Training/Orientation		8	\$ 50.00	\$ 400	\$50 per person per day x 8 people.
TOTAL TRAINING				\$ 400.00	
Office Expenses		Qty	Rate	Yr 1 Total	
Equipment (new)		1	\$ 2,000.00	\$ 2,000	1 laptop, printer, software.
Equipment (new)		2	\$ 500.00	\$ 1,000	2 projectors
Telephone		12	\$ 50.00	\$ 6,000	\$50/month for telephone and internet x 10 staff
Postage		12	\$ 100.00	\$ 1,200	\$100/month
Photocopying/Printing		2	\$ 5,000.00	\$ 10,000	\$5000/region x 2 regions for flyers, door hangers, outreach material
Outreach Supplies - (promotora)		8	\$ 400.00	\$ 3,200	\$400/promotor x 8 promotores for general supplies and outreach materials, including banners, tablecloths, clipboards, flip charts,
Office Supplies		2	\$ 100.00	\$ 2,400	\$100/month/regionx12 months x 2 regions for paper, pens, markers, and other office supplies
Graphic Design		10	\$ 100.00	\$ 1,000	\$100/hour x 10 hours to design flyers, reminder cards, posted for webinars and/or presentations
TOTAL OFFICE EXPENSES				\$ 26,800	
TOTAL PROGRAM/OPERATIONAL COSTS				\$ 49,390	
ADMINISTRATIVE/OVERHEAD COSTS			Rate		

Administrative/Overhead			15%	\$ 90,615	15% of salaries/benefits/program/operational costs
Corporate/Regional Office Expense			3%	\$ 16,641	3% of personnel costs 554,708 x .03
TOTAL ADMINISTRATIVE/OVERHEAD COSTS				\$ 107,256	
SALARIES SUBTOTAL			56.30%	\$ 400,511	
BENEFITS SUBTOTAL			21.68%	\$ 154,197	
PROGRAM/OPERATIONAL TOTAL			6.94%	\$ 49,390	
ADMINISTRATIVE/OVERHEAD COSTS TOTAL			15.08%	\$ 107,256	
TOTAL ESTIMATED BUDGET			100%	\$ 711,354	

2. Invoice:

- 2.1. CONTRACTOR shall invoice COUNTY on a monthly basis. Invoices shall be due on the 15th 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

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 (23-323A); 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 SEVEN HUNDRED ELEVEN THOUSAND THREE HUNDRED FIFTY-FOUR dollars (\$711,354) annually, including all expenses.

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