

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



ITEM: 3.36
(ID # 21262)

MEETING DATE:

FROM : RUHS-PUBLIC HEALTH:

Tuesday, February 28, 2023

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Amendments to the Professional Service Agreements with P.S...Test, Inc. and TruEvolution, Inc. for the Education, Prevention, and Linkage to Care Services for Persons at Risk or Infected with Hepatitis C and HIV to Reallocate Funds Amongst the Agreements. All Districts. [Total Amended Amount: \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 2 to the Professional Service Agreement with P.S...Test, Inc. for the Education, Prevention, and Linkage to Care Services for Persons at Risk or Infected with Hepatitis C and HIV to increase the maximum contract amount by \$20,000 for a total maximum aggregate amount of \$370,000;
2. Ratify and approve Amendment No. 1 to the Professional Service Agreement with TruEvolution, Inc. for the Education, Prevention, and Linkage to Care Services for Persons at Risk or Infected with Hepatitis C and HIV to increase the maximum contract amount by \$28,137 for a total maximum aggregate amount of \$88,137;
3. Authorize the Chair of the Board to sign the Amendments on behalf of the County; and
4. Authorize the Director of Public Health, or designee, or the Purchasing Agent, in accordance with Ordinance No. 459, and as approved to form by County Counsel, to sign amendments to the agreements that exercise the options of the agreements, including modifications of the statement of work, that stay within the intent of the Agreement.


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

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The HIV/STD Program with Riverside University Health System – Public Health (RUHS-PH) received funding from the California Department of Public Health (CDPH) for Hepatitis C (HCV), Human Immunodeficiency Virus (HIV) Prevention, and Ending the HIV Epidemic services (EtHE) that include education, prevention, and linkage to care for persons at risk or infected with HCV and HIV. CDPH has required RUHS-PH to partner with various community-based organizations (CBOs) throughout the County for medical care and support services. RUHS-PH selected three CBOs to contract with to provide the scope of services necessary to meet the requirements of CDPH.

One of the previously selected CBOs, Families Living with AIDS Care Center (FLACC), requested to cancel their agreement with RUHS-PH due to unforeseen circumstances. FLACC's agreement still had approximately \$48,137 of available unspent funding remaining on their agreement, which the HIV/STD Program elected to re-allocate to P.S...Test and TruEvolution in order to avoid losing unspent funds from CDPH entirely and continue providing services for the communities in need.

Impact on Residents and Businesses

These agreements have allowed RUHS-PH to expand collaboration with programs within Riverside County to perform HIV/STD activities, which allow for education, HIV prevention, and linkage to care for persons at risk or infected with HCV or HIV.

Additional Fiscal Information

The HIV/STD Program of RUHS-PH has the availability of funding for a cooperative agreement for CBOs to develop and implement HCV prevention and linkage to care programs. RUHS-PH was awarded the Ending the HIV Epidemic, HIV Prevention, and HCV grants which require that at least 25-50% of the funding award be subcontracted to CBOs. The remaining funds from the cancelled agreement will be re-allocated as follows; there is no increase to the overall dollar amount previously approved by the Board of Supervisors.

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

Vendor	Original Approved Contract Amount	Amended Contract Amount
FLACC	\$290,000	\$241,863
P.S... Test, Inc.	\$350,000	\$370,000
TruEvolution, Inc.	\$60,000	\$88,137
Total Aggregate Amount:	\$700,000	\$700,000

Contract History and Price Reasonableness

On October 19, 2021, Agenda Item 3.25 was approved by the Board of Supervisors to approve the Professional Service Agreements with FLACC, P.S... Test, Inc., and TruEvolution, Inc. for a total aggregate amount of \$700,000 for the period of performance of January 1, 2021, through December 31, 2022. Due to the cancellation of FLACC's agreement, the HIV/STD Program of RUHS-PH elected to re-allocate the remaining unspent funds to the awarded vendors that had the capacity to increase their services.

The amendments to these agreements include re-allocation of \$20,000 from FLACC to P.S... Test, Inc. for Prevention Services, and \$28,137 from FLACC to TruEvolution, Inc. for Hepatitis C Services.

ATTACHMENTS:

ATTACHMENT A. Amendment No. 2 to the Professional Service Agreement with P.S... Test, Inc.

ATTACHMENT B. Amendment No. 1 to the Professional Service Agreement with TruEvolution, Inc.


 Douglas Cordonez Jr. 2/21/2023


 Gregg Gu, Chief Deputy County Counsel 2/15/2023

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR
EDUCATION, PREVENTION AND LINKAGE TO CARE SERVICES FOR PERSONS AT RISK
OR INFECTED WITH HEPATITIS C BETWEEN
COUNTY OF RIVERSIDE AND TRUEEVOLUTION, INC.

Original Contract Term:	January 1, 2021, through December 31, 2022
Effective Date of Amendment:	September 1, 2022
Original Maximum Contract Amount:	\$60,000
Amended Maximum Contract Amount	\$88,137 (An increase of \$28,137)
Contract ID:	21-060

This Amendment No. 1 to the Professional Services Agreement for Education, Prevention and Linkage to Care for Persons at Risk or Infected with Hepatitis C ("Amendment No. 1"), is effective as of September 1, 2022 ("Effective Date"), by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health ("COUNTY") and TruEVOLUTION, Inc. ("CONTRACTOR"). COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as the "Party".

RECITALS

WHEREAS, the Parties entered into that certain Professional Services Agreement for Education, Prevention and Linkage to Care for Persons at Risk or Infected with Hepatitis C, effective as of January 1, 2021, through December 31, 2022; and

WHEREAS, the Parties now desire to increase the compensation amount and amend Exhibit B, Payment Provisions.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Compensation.** The second sentence of Section 3.1 is deleted in its entirety and replaced with the following:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed the aggregate amount of EIGHTY-EIGHT THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS (\$88,137) including all expenses."
3. **Exhibit B.** Exhibit B, Payment Provisions, is hereby deleted in its entirety and replaced with the revised Exhibit B-1, Payment Provisions, attached hereto and incorporated by this reference.
4. **Effective Date.** This Amendment No. 1 shall become effective September 1, 2022.
5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged.

6. **Electronic Signatures.** This Amendment No. 1 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 Amendment No. 1, 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 Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 1., 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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 FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political subdivision of the State of California on behalf of Riverside University Health System – Public Health

YOUNG SCHOLARS FOR ACADEMIC EMPOWERMENT, a California non-profit corporation dba TRUEEVOLUTION, INC.

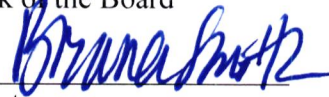
By: 
Kevin Jeffries, Chair
Board of Supervisors

By: 
Gabriel Maldonado
Chief Executive Officer

Dated: 2/28/23

Dated: 02/10/2022

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

EXHIBIT B-1

PAYMENT PROVISIONS

HEP C SERVICES TO BE PROVIDED UNDER GRANT # HS200124

CONTRACTOR shall be entitled to receive payment for services rendered under the Hepatitis C grant #HS200124 as follows:

1. Itemized Budget Year 1 (1/1/2021 – 12/31/2021)

Budget Item	Description	Amount
Salaries & Benefits	Salaries & Benefits for Director of Programs and Prevention and a navigator	\$13,825
Operating Expenses	Operating Expenses including office supplies, equipment, and other costs such as graphic designer, and software needed for media campaign.	\$14,792
Indirect Costs	Indirect Cost (not to exceed 10% of personnel)	\$1,383
	Total	\$30,000

2. Itemized Budget Year 2 (1/1/2022 – 12/31/2022)

Budget Item	Description	Amount
Salaries & Benefits	Salaries & Benefits for Director of Programs and Prevention and a navigator	\$32,595.00
Operating Expenses	Operating Expenses including office supplies, equipment, and other costs such as graphic designer, and software needed for media campaign.	\$22,282.50
Indirect Costs	Indirect Cost (not to exceed 10% of personnel)	\$3,259.50
	Total	\$58,137

3. Fiscal

The total maximum amount reimbursable over the contract period for Item 1 in each table of this agreement shall not exceed \$88,137 as awarded by Riverside University Health System – Public Health (RUHS-PH). CONTRACTOR is being awarded an aggregate amount of \$88,137. Rollover of unspent annual funds shall be contingent upon availability of program funds, may be requested by the CONTRACTOR as needed 30 days in advance and must be approved by RUHS-PH.

Contract period shall be January 1, 2021, through December 31, 2022.

4. Method, Time, and Schedule Conditions of Payment

4.1. The COUNTY will disburse funds on a reimbursement payment process based on the Agreement line Itemized Budget (Exhibit B-1) amount for the applicable fiscal year and monthly reporting submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

4.2. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

4.2.1. The Agreement has been approved by the County;

4.2.2. The Agreement has been fully executed by all parties;

4.2.3. All applicable licenses in order to comply with the terms of the Scope of Work (Attachment A) are current and valid;

4.2.4. The CONTRACTOR submits monthly itemized invoices with a reference to Grant #HS200124 by the 15th of the month, via email to: Tad Berman at Tbennan@ruhealth.org and cc Richard Lee at Rlee@rnhealth.org to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; labor hours, labor distribution, journal query, expense query, mileage query, and bilingual query. CONTRACTOR should maintain supporting documentation for all expenses (ie: timesheets, payroll registers, invoices with supporting documentation) for auditing purposes; and

4.2.5. COUNTY staff has reviewed and approved Cost Allocation Plan (if applicable).

4.3. The Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 4.3 of the Agreement; 2) if results achieved are not as projected and no COUNTY approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Agreement.

4.4. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of December 31st, and reported as of January 15th, which is the final deadline to submit program expenditures. Expenditures made after December 31st will not be accepted.

5. Allowable Costs

5.1. Funds provided pursuant to this Agreement shall be expended by Contractor in accordance with the Exhibit B-1 - Payment Provisions.

5.2. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COUNTY. CONTRACTOR agrees

COUNTY may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

6. Unallowable Costs

6.1. Funds provided pursuant to this Agreement shall not be used for Stuff We All Get (SWAG), individual prizes/incentives for health promotion competitions, cash incentives to individuals, scholarships, food, purchases of vehicles or mobile testing units, construction, renovation, improvement, or repair of property, or the purchase of alcohol, tobacco, or cannabis.

7. Indirect Costs

7.1. Indirect Costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect Costs may include general administration/fiscal activities, such as invoicing, processing, budgeting, accounting, payroll, janitorial services, building maintenance, utilities, general liability, etc.

7.2. The indirect cost percentage rate included in the budget, to this agreement, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR EDUCATION, PREVENTION AND LINKAGE TO CARE FOR PERSONS AT RISK
OR INFECTED WITH HEPATITIS C AND HIV BETWEEN
COUNTY OF RIVERSIDE AND P.S...TEST, INC.

Original Contract Term:	Jan. 1, 2021, through Dec. 31, 2022
Effective Date of Amendment:	September 1, 2022
Original Maximum Contract Amount:	\$350,000
Amended Maximum Contract Amount:	\$370,000 (an increase of \$20,000)
Contract ID:	21-058

This Amendment No. 2 to the Professional Services Agreement for Education, Prevention, and Linkage to Care for Persons at Risk or Infected with Hepatitis C and HIV, (“Amendment No. 2”) is effective as of September 1, 2022 (“Effective Date”), by and between the COUNTY of RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside University Health System – Public Health (“COUNTY”), and P.S...TEST, INC., a California domestic non-profit (“CONTRACTOR”). COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as the “Party”.

RECITALS

WHEREAS, the Parties entered into that certain Professional Service Agreement for Education, Prevention, and Linkage to Care for Persons at Risk or Infected with Hepatitis C and HIV on October 19, 2021, effective January 1, 2021, through December 31, 2022 (the “Agreement”); and

WHEREAS, the Parties entered into that certain Amendment No. 1 to the Professional Service Agreement amending compensation, insurance, and Payment Provisions in Exhibit B to include annual fiscal award amounts and total maximum reimbursable amounts on December 1, 2021 and effective January 1, 2021; and

WHEREAS, the Parties now desire to increase the maximum compensation amount and amend Exhibit B, Payment Provisions, of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

- 1. Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. Compensation.** Section 3.1 The second sentence is deleted in its entirety and replaced with the following:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed the aggregate amount of THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000), including all expenses.”
- 3. Exhibit B, Payment Provisions, Item 1, Subsection B.** Delete the first paragraph in its entirety and replace with the following:

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR EDUCATION, PREVENTION AND LINKAGE TO CARE FOR PERSONS AT RISK
OR INFECTED WITH HEPATITIS C AND HIV BETWEEN
COUNTY OF RIVERSIDE AND P.S...TEST, INC.

“The total maximum amount reimbursable over the contract period for Item 1 of this agreement shall not exceed \$148,000 as awarded by the County of Riverside, Department of Public Health. CONTRACTOR is awarded \$64,000 for year one (1), and \$84,000 for year two (2). Rollover of unspent annual funds shall be contingent upon availability of program funds, may be requested by the CONTRACTOR as needed with thirty (30) days written notice and must be approved by COUNTY.

4. **Effective Date.** This Amendment No. 2 is effective September 1, 2022
5. **Miscellaneous.** All other terms and conditions of the Amendment No. 2 not modified herein shall remain unchanged and in full force and effect.
6. **Electronic Signatures.** 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 Amendment No. 2 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 Amendment No. 2. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 2. 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.

[Signature Page Follows]


AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
FOR EDUCATION, PREVENTION AND LINKAGE TO CARE FOR PERSONS AT RISK
OR INFECTED WITH HEPATITIS C AND HIV BETWEEN
COUNTY OF RIVERSIDE AND P.S...TEST, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

COUNTY OF RIVERSIDE, a political subdivision of the State of California on behalf of Riverside University Health System – Public Health

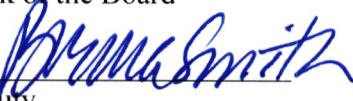
P.S...TEST, INC., a California domestic non-profit corporation

By: 
Kevin Jeffries, Chair
Board of Supervisors

By: 
Phyllis Ritchie
CEO & Founder

Dated: 2/28/23

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