

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



**ITEM: 3.24  
(ID # 23536)**

**MEETING DATE:**

Tuesday, December 05, 2023

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve Professional Service Agreement No. HSARC-23-148 with Inland Southern California 211+ for services related to the Suicide Reporting and Crisis Response Pilot Project Without Seeking Competitive Bids for the Period of Performance of July 1, 2023, through June 30, 2025. All Districts. [Maximum Aggregate Amount: \$900,000; up to \$90,000 in additional compensation – 100% State]

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

1. Ratify and approve Professional Service Agreement No. HSARC-23-148 with Inland Southern California 211+ without seeking competitive bids in the aggregate amount of \$900,000 for the period of performance of July 1, 2023, through June 30, 2025;
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (i) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (ii) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the aggregate amount.

**ACTION:Policy**

  
Kim Saruwatari, Director of Public Health 11/20/2023

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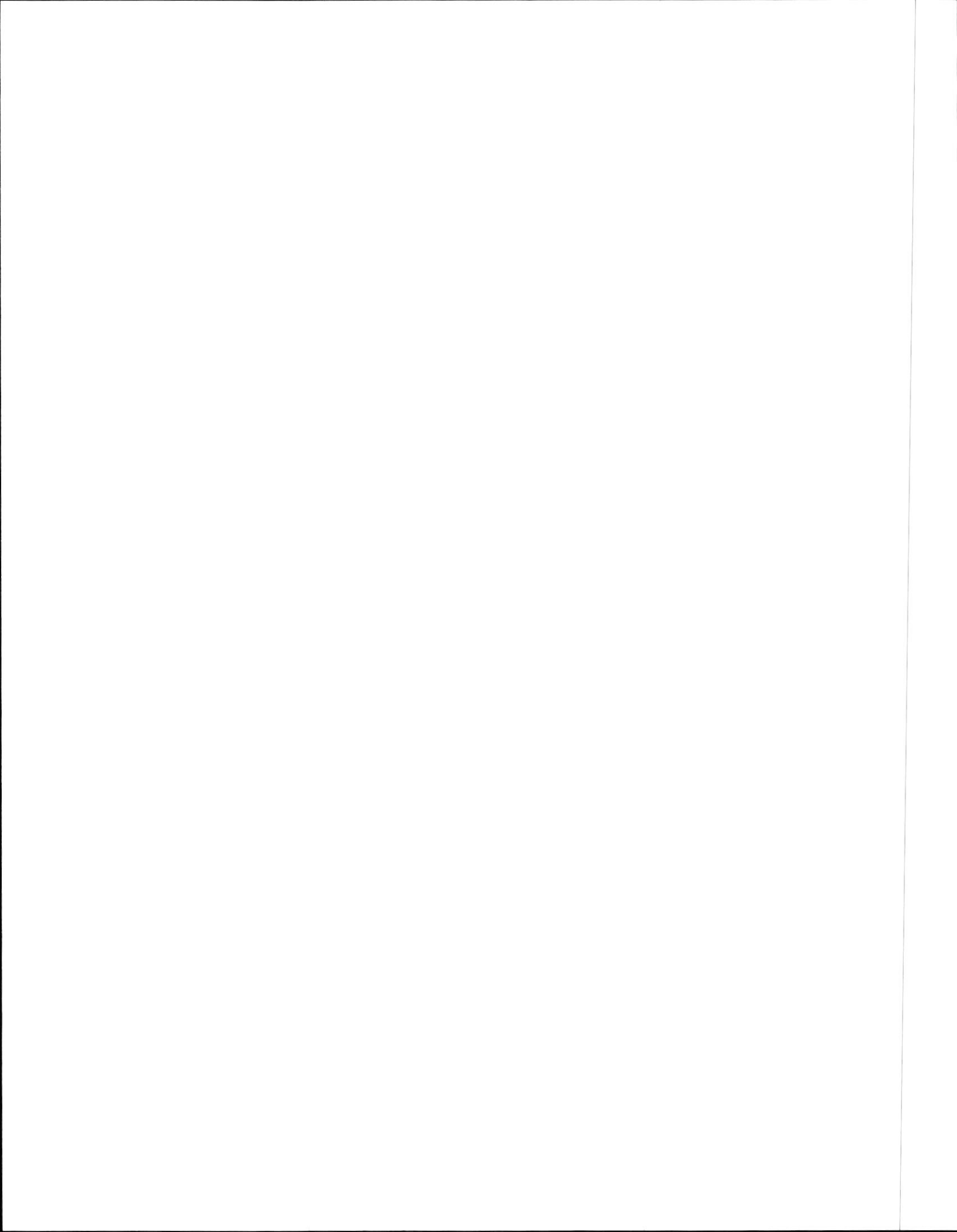
**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 5, 2023  
xc: RUHS-PH

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy



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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$450,000	\$450,000	\$900,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% State			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-24/25	

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

**BACKGROUND:**

**Summary**

Riverside University Health System – Public Health (RUHS-PH) has been awarded funding by the California Department of Public Health (CDPH) Injury and Violence Prevention Branch (IVPB) to participate in the Youth Suicide Prevention Reporting and Crisis Response Pilot Program (Pilot Program). This Pilot Program is intended to develop and test models for rapid reporting and comprehensive crisis response at the local level related to youth suicide and suicide attempts in youth ages 25 and under. Through this two-year funding, RUHS-PH will contract with Inland Southern California 211+ (ISC211+) to increase capacity for responding to youth crisis calls through the local Helpline, provide suicide crisis response training to community organizations, and enhance data collection on the number of crisis helpline calls, suicide-related crisis calls, referrals to local crisis clinics, crisis mobile unit hand-offs and active rescues (via 911) for imminent danger/harm in progress.

**Impact on Residents and Businesses**

The main beneficiaries of this project will be residents, county organizations, schools, and community organizations.

**Additional Fiscal Information**

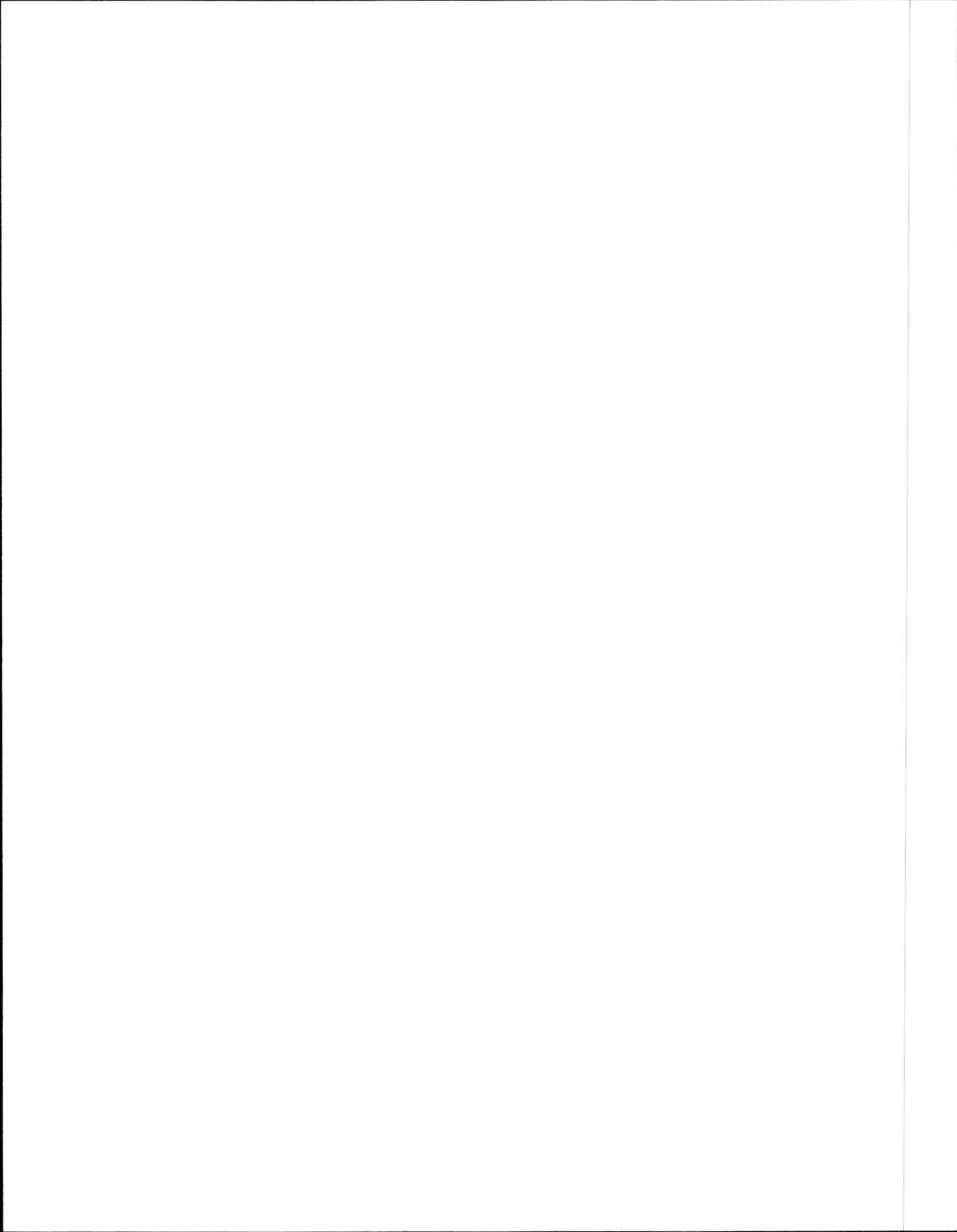
The total aggregate cost for services is \$900,000, which is 100% grant funded through CDPH. There is no impact to County General Funds. The annual amount distribution to ISC211+ will be as follows:

**County Fiscal Year**

<b>Year</b>	<b>Amount</b>
FY23/24	\$450,000
FY24/25	\$450,000
<b>Total</b>	<b>\$900,000</b>

**Contract History and Price Reasonableness**

The nearest competitors are Optum of San Diego or Didi Hirsch of Los Angeles. These suicide prevention call centers have a much higher overhead and would need to charge extensive amounts in operational costs such as facilities and mileage. If required to operate within





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

Riverside County, they would need to lease additional office space which would also raise their operating costs. Inland Southern California 211+ can meet all deliverables affordably.

The Single Source Justification request has been reviewed and is supported by County Purchasing.

**ATTACHMENTS:**

**ATTACHMENT A:** Professional Service Agreement No. HSARC-23-148 with Inland Southern California 211+

**ATTACHMENT B:** Single Source Justification document

  
\_\_\_\_\_  
Meghan Hahn, Director of Procurement

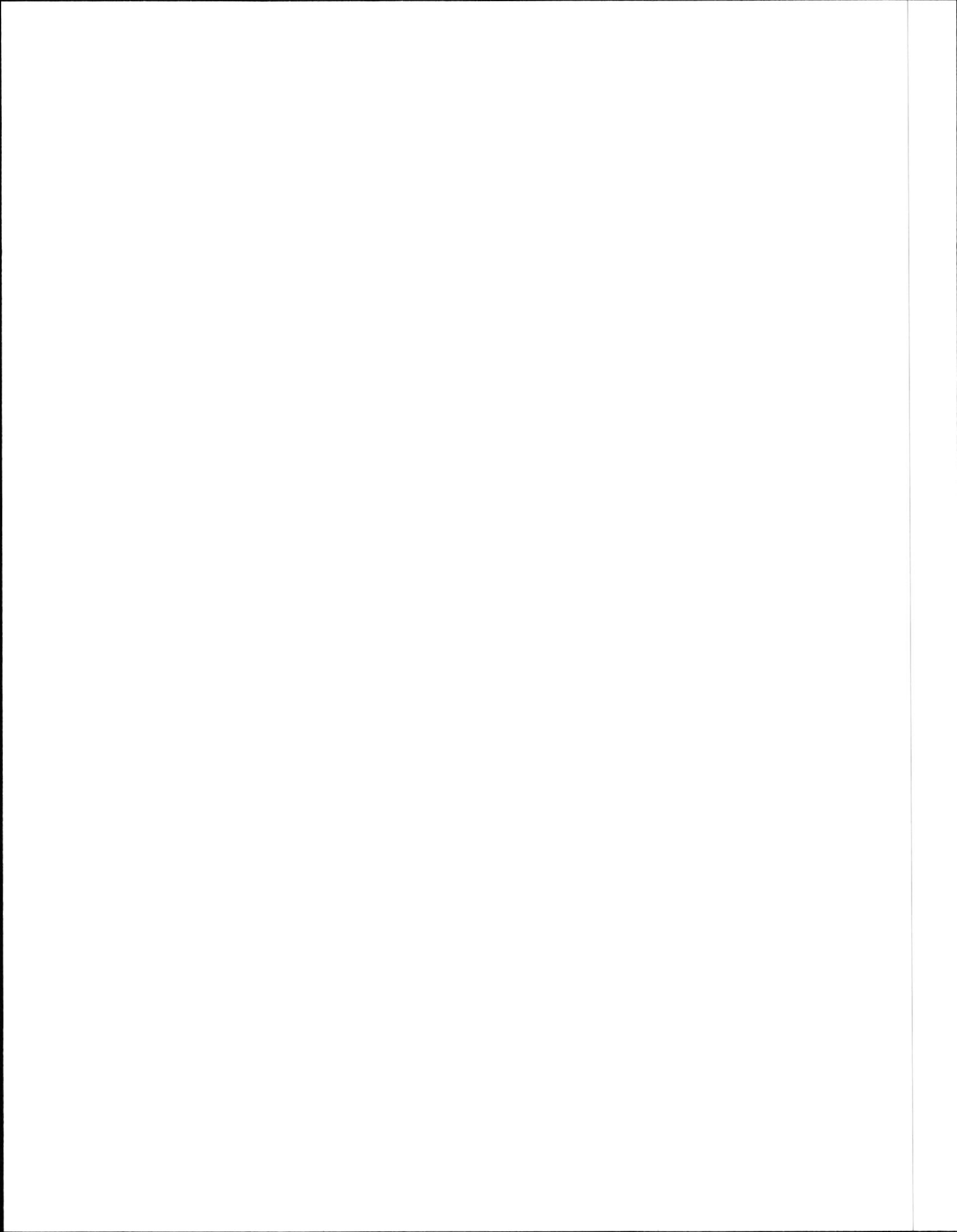
11/20/2023

  
\_\_\_\_\_  
Douglas Cordonez Jr.

11/27/2023

  
\_\_\_\_\_  
Gregg Gu, Chief Deputy County Counsel

11/21/2023



**PROFESSIONAL SERVICE AGREEMENT**

**for**

**FISCAL INTERMEDIARY SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**INLAND SOUTHERN CALIFORNIA 211+**



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This Agreement is entered into by and between INLAND SOUTHERN CALIFORNIA 211+, 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" or "RUHS-PH"). 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 Service, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms 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 as of July 1, 2023, and continues in effect through June 30, 2025, 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 aggregate amount of eight million, four-hundred ninety-two thousand, eight hundred twenty-seven dollars (\$8,492,827) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in



Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the agreement, 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 quarter based on the payment schedule listed in Exhibit B, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. COUNTY shall pre-pay CONTRACTOR for services and payment shall be made to CONTRACTOR only after acceptance of invoice has been made by COUNTY. After the first quarter payment, COUNTY will continue to pre-pay CONTRACTOR on a quarterly basis only after CONTRACTOR has depleted at least seventy percent (70%) of the prior quarterly payment. CONTRACTOR shall submit evidence of seventy percent (70%) of funds being spent with each quarterly invoice after the first quarter. In the event additional invoicing is required, COUNTY and CONTRACTOR may agree to additional payments in writing via email from one Party to the other, provided that COUNTY determines that CONTRACTOR has depleted at least seventy (70%) of the prior quarterly payment and the additional payments will not result in exceeding the maximum compensation payable under the terms of this Agreement as set forth in Section 3.1 above. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to either:

Riverside University Health System - Public Health

Fiscal – Accounts Payable

PO BOX 7849

Riverside, California 92513

or

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

- a) Each invoice shall contain a minimum of the following information: organization name; purchase order number (to be provided by COUNTY upon execution of the Agreement), invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-24-024); Grant number (HS100183, HS100191 and HS100195); quantities; service dates for claimed expenditures (billing period must fall within the Agreement performance period); item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) CONTRACTOR shall submit a separate invoice for each grant number/budget listed in Section 3.3(a) above for each quarter.
- c) CONTRACTOR shall provide an itemized list of expenditures with each invoice. CONTRACTOR shall track each line item, including staff billing.
- d) CONTRACTOR shall provide adequate supporting cost documentation, including source documentation as appropriate, (i.e., receipts, logs, time sheets, payroll records, etc.) as requested by the COUNTY.
- e) Invoices shall be rendered quarterly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “quarterly”. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have

notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

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

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

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

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System

(EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

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

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. No advance payment by CONTRACTOR to subcontractors shall be made without prior written approval of the COUNTY.

**11. Disputes**

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

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

**12. Licensing and Permits**

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

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that

other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

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

**16. Confidentiality**

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

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

RIVERSIDE UNIVERISTY HEALTH SYSTEM-  
PUBLIC HEALTH  
4065 COUNTY CIRCLE DR., STE. 403  
RIVERSIDE, CA 92503  
ATTN: CONTRACTS UNIT  
[ph-contracts@ruhealth.org](mailto:ph-contracts@ruhealth.org)

**CONTRACTOR**

INLAND SOUTHERN CALIFORNIA 211+  
P.O. BOX 1613  
RIVERSIDE, CA 92502  
ATTN: KIMBERLY STARRS  
[kstarrs@iscuw.org](mailto:kstarrs@iscuw.org)

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the



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

**21. Hold Harmless/Indemnification**

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

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

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



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

**22. Insurance**

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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

**C. Vehicle Liability:**

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

**D. 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. Cyber Liability**

CONTRACTOR shall procure and maintain cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damages to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to these obligations.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as Additional Insureds.

**F. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required

under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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 (h) of Section 1633.2 of the Civil Code.

**23.13** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


[Signatures on Following 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, on behalf of its RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH

**INLAND SOUTHERN CALIFORNIA 211+**, a California nonprofit corporation

By:   
Kevin Jeffries, Chair  
Board of Supervisors

By:   
Kimberly Starrs  
President & CEO

Dated: 12-05-2023

Dated: Nov 21, 2023

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Tawny Lieu  
Tawny Lieu  
Deputy County Counsel

**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's 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 Subject to the prior written approval of the COUNTY, CONTRACTOR shall subcontract with Riverside County nonprofit organizations by conducting a competitive grants process with funding priorities in the focus areas listed below. CONTRACTOR shall inform COUNTY of which CBOs are applying for funding and the amounts that they are applying for. COUNTY shall provide final approval to CONTRACTOR of which CBOs shall be approved for funding and the amount of funding approved for each CBO.

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

2.1.2. COVID-19 Related Coordination and Education Activities: Create coordination and education among populations at higher risk and that are underserved

2.1.3. COVID-19 Prevention and Mitigation Education: Develop COVID-19 prevention and mitigation education campaigns using, but not limited to, social media, health fairs, and/or flyers

2.1.4. COVID-19 Related Community Member Connections: 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

2.1.5. Community Member Incentives: Provide gift card incentives – not to exceed \$100 each – to encourage participation and completion in COVID-19 outreach and education efforts, including focus groups and surveys

2.2 CONTRACTOR shall manage all aspects of the grants process, including:

- 2.2.1 Design of application process
- 2.2.2 Development of application portal
- 2.2.3 Scoring/review criteria
- 2.2.4 Release of Request for Application (RFA)
- 2.2.5 Technical assistance for application process
- 2.2.6 Review of grant applications
- 2.2.7 Funding determinations
- 2.2.8 Payment of grants
- 2.2.9 Monitoring of grants/compliance
- 2.2.10 Evaluation and reporting

2.3 CONTRACTOR shall promote grant opportunities through creation of marketing materials and outreach, including email, social media, and in-person.

2.4 CONTRACTOR shall meet with Riverside University Health System - Public Health (RUHS-PH) and the subcontracted agencies in a combined quarterly meeting to ensure contract compliance and progress of project deliverables.

2.5 CONTRACTOR shall conduct a Nonprofit Training Academy to assist community organizations with grant management, fiscal management, budgeting, and reporting. The training shall provide targeted training or technical assistance materials to ensure compliance with grant and contracting processes and requirements. This program shall include technical assistance and training to support community organizations and their capacity to apply for external funding, conduct fiscal and budget management, and successfully create reporting documentation for funding agencies. This shall include:

- 2.5.1 Creation of training curriculum
- 2.5.2 Creation of training materials (handouts, presentations, etc.)

- 2.5.3 Creation of training schedule
  - 2.5.4 Marketing/promotion of training opportunities
  - 2.5.5 Facilitation of trainings
  - 2.5.6 Evaluation summary of trainings
  - 2.5.7 Start of the Nonprofit Training Academy by February 1, 2024 and completion by November 30, 2024
- 2.6 CONTRACTOR shall participate in monthly training on Riverside County integrated services, to increase knowledge of various Riverside County services and ensure accurate community referrals.
- 2.7 CONTRACTOR shall write, create, and digitally publish a comprehensive report to document and memorialize RUHS-PH's equity projects, such as COVID-19 equity work, ongoing equity projects between RUHS-PH Equity Program and other county departments, equity related projects with partnering Community Based Organizations, Faith Based Organizations, and Non-governmental Organizations.
- 2.7.1 CONTRACTOR shall participate in kickoff meetings at the beginning of projects, participate in follow-up sessions, conduct interviews with partners and various department staff to capture all details needed for final draft of report.
- 2.8 CONTRACTOR shall provide a budget to COUNTY for each subcontractor working under this Agreement.
- 2.9 CONTRACTOR shall require all subcontractors working under this Agreement to provide an itemized list of expenditures when invoiced.
- 2.10 CONTRACTOR shall track each line item including staff billing.
- 2.11 Target Populations:
- 2.11.1 CONTRACTOR shall incorporate the use of Healthy Places Index (HPI) (<https://map.healthyplacesindex.org>) to target highest need areas. The HPI maps data on social conditions that drive health, such as education, job opportunities, clean air and water, and other indicators that are positively associated with life expectancy at birth. CONTRACTOR will work with communities throughout Riverside County that rank below the 25th percentile of the HPI Score (3.0)

2.11.2 The populations of focus shall include:

- 2.11.2.1 Alaska Native
- 2.11.2.2 American Indian
- 2.11.2.3 Asian
- 2.11.2.4 Black/African American
- 2.11.2.5 Hispanic/Latinx
- 2.11.2.6 Native Hawaiian/Pacific Islander
- 2.11.2.7 Multi-race
- 2.11.2.8 People living in rural areas
- 2.11.2.9 People experiencing poverty
- 2.11.2.10 People experiencing homelessness
- 2.11.2.11 Non-US-born persons
- 2.11.2.12 People with disabilities
- 2.11.2.13 Adults aged 65+
- 2.11.2.14 People with Substance Use Disorders
- 2.11.2.15 LGBTQ+
- 2.11.2.16 People in congregate housing
- 2.11.2.17 People who are incarcerated
- 2.11.2.18 Youth & young adults
- 2.11.2.19 People experiencing mental illness
- 2.11.2.20 People in religious minority groups

**3. UNALLOWABLE ACTIVITIES**

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

- 3.1. Stipends or honorariums
- 3.2. Goodie bags, swag bags, or giveaways
- 3.3. Food/meals (unless tied to travel listed in the approved contract budget)
- 3.4. Cash
- 3.5. Relief funding for anything
- 3.6. Baby items



- 3.7. Nutritional/protein drinks/shakes
- 3.8. Diapers (child and adult)
- 3.9. Clothing
- 3.10. Haircuts
- 3.11. Cost of outreach, testing, or vaccine support outside of COVID-related programs
- 3.12. Branding of masks, hand sanitizers, wipes, or other items (branding of education material/fliers is acceptable)
- 3.13. Purchase of vaccine or therapeutics
- 3.14. Costs to pay for the administration of COVID vaccine
- 3.15. Treatment of any kind to include the purchase of medication or medical supplies, including first aid kits and band-aids
- 3.16. Cost associated with offering showers or hygiene products
- 3.17. Vehicle repairs or maintenance
- 3.18. Payment to staff/volunteers for use of home office space
- 3.19. Building/office modification or construction
- 3.20. Purchase of staff or volunteer awards or any recognition items
- 3.21. Cost of childcare
- 3.22. No capital assets, defined as a single, tangible item that costs more than \$5,000. Services are not considered capital assets.

**4. 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, dollars spent and encumbered, and any administrative costs incurred. The reporting period and due dates are as follows:

Reporting Period

Reporting Period	Due Date
Jul 1, 2023 – Sep 30, 2023	Oct 31, 2023
Oct 1, 2023 – Dec 31, 2023	Jan 31, 2024
Jan 1, 2024 – Mar 31, 2024	Apr 1, 2024
Apr 1, 2024 – Jun 30, 2024	Jul 1, 2024

Jul 1, 2024 – Sep 30, 2024	Oct 2, 2024
Oct 1, 2025 – Dec 31, 2024	Jan 1, 2025
Jan 1, 2025 – Mar 31, 2025	Apr 1, 2025
Apr 1, 2025 – Jun 30, 2025	Jul 1, 2025

CONTRACTOR acknowledges and agrees that CONTRACTOR’s obligations, as described in this Section 4, to compile and submit progress report to the COUNTY by July 1, 2025 for the reporting period of April 1, 2025 through June 30, 2025 shall survive the termination of this Agreement. Such ongoing obligations shall be binding upon the CONTRACTOR regardless of the reason for termination of this Agreement. CONTRACTOR further acknowledges that if the due date listed falls on a holiday or weekend, the report shall be due the next business day.

**EXHIBIT B  
PAYMENT PROVISIONS**

CONTRACTOR shall receive payment by the COUNTY for the following services provided as specified in Exhibit A, Scope of Service. COUNTY may allow line-item budget adjustments as needed. All line-item budget adjustments must be approved in writing by COUNTY prior to any adjustments being made by CONTRACTOR.

**1. Estimated Project Budget**

CONTRACTOR shall provide separate invoices for each budget listed below:

<b>RUHS-PH COVID Health Disparities</b>		
<b>Project Budget – CDC Infrastructure (HS100195)</b>		
<b>PROJECT STAFFING</b>		<b>Amount</b>
Executive Director of Impact		\$12,495
Project Director		\$39,568
Compliance Manager (2)		\$120,785
Executive Director Engagement		\$10,933
Director of Technology		\$8,747
Accountant I		\$11,046
Accounting Manager		\$4,165
Total Salaries		\$207,738
Benefits @ 28%		\$58,167
<b>TOTAL PROGRAM STAFFING</b>		<b>\$265,904</b>

<b>PROJECT EXPENSES</b>		
Microsoft Office Suite, Nextiva	X 5	\$1,800
Mileage		\$2,000
Printing		\$1,000
Computers & Peripherals	X 5	\$7,500
Zoom accounts	X 5	\$500
Facilities		\$1,000
<b>SUBCONTRACTORS</b>		
Consultant(s) 60 hours * \$250/hour		\$15,000
Training & facilitating		\$80,000
Marketing		\$10,000
<b>TOTAL PROJECT EXPENSES</b>		<b>\$118,800</b>
<b>INDIRECT COSTS @ 10%</b>		\$38,470
<b>GRAND TOTAL CDC INFRASTRUCTURE BUDGET</b>		<b>\$423,175</b>

<b>RUHS-PH COVID Health Disparities</b>		
<b>Project Budget – ELC – Expansion (ELC3) (HS100183)</b>		
<b>PROJECT STAFFING</b>	<b>Percentage FTE</b>	<b>Amount</b>
Project Director	.5 FTE	\$41,243
Project Manager	1 FTE	\$128,310
Project Coordinator	1 FTE	\$95,316
Accountant	.5 FTE	\$95,316
Account Manager	.25 FTE	\$48,116
Director, Community Engagement	.05 FTE	\$8,249

211 Staff Training		\$69,938
Total Salaries		\$486,487
Benefits @ 28%		\$136,216
<b>TOTAL PROGRAM STAFFING</b>		<b>\$622,704</b>
<b>PROJECT EXPENSES</b>		
Microsoft Office Suite, Nextive	X 3.75	\$2,970
Mileage		\$1,000
Printing		\$2,500
Grants software (OPX) set up and licenses		\$50,000
Computers & peripherals	X 2	\$3,000
Canva Pro		\$120
Adobe Pro	X 3	\$1,122
Surge Company (Contact Center Coverage)		\$9,152
Bill.com		\$5,000
<b>GRANT DISBURSEMENT</b>		
COVID Grand Disbursement		\$6,000,000
<b>TOTAL PROJECT EXPENSES</b>		<b>\$6,697,567</b>
<b>INDIRECT COSTS @ 10%</b>		<b>\$669,757</b>
<b>GRAND TOTAL ELC BUDGET</b>		<b>\$7,367,324</b>

<b>RUHS-PH COVID Health Disparities</b>		
<b>Project Budget – CDC Health Disparities (HS100191)</b>		
<b>PROJECT STAFFING</b>	<b>Percentage FTE</b>	<b>Amount</b>
Publication Director		\$47,500
Executive Director of Engagement		\$4,750



Total Salaries		\$52,250
Benefits @ 28%		\$14,630
<b>TOTAL PROGRAM STAFFING</b>		<b>\$66,880</b>
<b>PROJECT EXPENSES</b>		
Mileage		\$1,250
Incentives		\$220,350
Ark of Safety (this activity must be approved by PH executives)		\$350,000
<b>TOTAL PROJECT EXPENSES</b>		<b>\$571,600</b>
<b>INDIRECT COSTS @ 10%</b>		<b>\$63,848</b>
<b>GRAND TOTAL CDC HEALTH DISPARITIES BUDGET</b>		<b>\$702,328</b>

**2. Invoice**

2.1 CONTRACTOR shall invoice COUNTY on a quarterly basis. Invoices shall be due on the dates identified in the table listed in Section 3, Payment Schedule.

2.2 For this Agreement, send the original invoices to either:

Riverside University Health System Public Health

Fiscal - Accounts Payable

PO BOX 7849

Riverside, California 92513

or

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

2.3 Each invoice shall contain a minimum of the following information: organization name; purchase order number (to be provided by COUNTY upon execution of this Agreement); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-24-024); Grant number (HS100183, HS100191, and HS100195); quantities; service dates for claimed expenditures (billing period



must fall within the Agreement performance period); item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

2.4 CONTRACTOR shall submit a separate invoice for each grant number/budget listed in Section 2.3 above for each quarter.

2.5 CONTRACTOR shall provide an itemized list of expenditures with each invoice. CONTRACTOR shall track each line item, including staff billing.

2.6 CONTRACTOR shall provide adequate supporting cost documentation, including source documentation as appropriate, (i.e., receipts, logs, time sheets, payroll records, etc.) as requested by the COUNTY.

2.7 Invoices shall be rendered quarterly.

**3. Payment Schedule**

3.1 Costs for this Agreement shall be split between three grants. The payment schedule for each quarter is listed as follows:

Quarterly	Total
Jan 31, 2024	\$ 2,123,207.00
April 1, 2024	\$ 1,273,924.00
July 1, 2024	\$ 1,273,924.00
Oct 2, 2024	\$ 1,273,924.00
Jan 1, 2025	\$ 1,273,924.00
April 1, 2025	\$ 1,273,924.00

3.2 COUNTY shall pre-pay CONTRACTOR for services and payment shall be made to CONTRACTOR only after acceptance of invoice has been made by COUNTY. After the first quarter payment, COUNTY will continue to pre-pay CONTRACTOR, at minimum, on a quarterly basis only after CONTRACTOR has depleted at least seventy percent (70%) of the prior quarterly payment. CONTRACTOR shall submit evidence of seventy percent (70%) of funds being spent with each quarterly invoice after the first quarter. In the event additional invoicing is required, COUNTY and CONTRACTOR may agree to additional payments in writing via email from one Party to the other, provided that COUNTY determines that CONTRACTOR has depleted at least seventy (70%) of the prior quarterly payment and the additional payments will not result in exceeding the maximum compensation payable under the terms of this Agreement as set forth in Section 4 below.

3.3 Payment by CONTRACTOR to subcontractor shall be made only after services have been rendered or delivery of materials or products, and acceptance has been made by CONTRACTOR. CONTRACTOR shall not provide advance payment to subcontractors without prior written approval by COUNTY.

**4. Maximum Compensation**

Maximum compensation payable under the terms of this Agreement shall not exceed the aggregate amount of EIGHT MILLION FOUR-HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED TWENTY-SEVEN dollars (\$8,492,827), including all expenses.

**5. Subcontractor Budgets**

COUNTY shall reserve the right to assign costs invoices by CONTRACTOR to each subcontractor based on allowable activities under the grant. CONTRACTOR shall provide COUNTY with a budget for review and approval by COUNTY for each subcontractor. COUNTY reserves the right to make budget adjustments as needed. Budget adjustments shall be provided by COUNTY to CONTRACTOR in writing.

**Attachment I**

HIPAA Business Associate Agreement  
Addendum to Contract

Between the County of Riverside and Inland Southern California 211+, a California nonprofit corporation

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
  - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.



- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
    - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by Contractor's workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.



8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
- b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
- d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
- f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability 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 Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. 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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
  - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager  
County HIPAA Privacy Officer Address: 26520 Cactus Avenue,  
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471





Date: August 7, 2023  
From: Kim Saruwatari, Director of Public Health  
To: Board of Supervisors  
Via: RUHS-PH, Wendy Hetherington, Branch Chief, Epidemiology & Program Evaluation, 951-358-5557  
Subject: Single Source Procurement; Request for Inland Southern California 211+ Foundation for the Enhancing Epidemiology and Laboratory Capacity (ELC) and CDC OT21-2103 Grants

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

1. **Supplier being requested:** Inland Southern California 211+
2. **Vendor ID:** 243960
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*  
 **Yes**     **No**  
SSJ# \_\_\_\_\_
- 4a. **Was the request approved for a different project?**  
 **Yes**     **No**
5. **Supply/Service being requested:**  
RUHS-Public Health is requesting a professional service agreement with Inland Southern California 211+ (ISC) to assist RUHS-Public Health as the Fiscal Intermediary (FI) and COVID-19 support to community-based organizations (CBOs) and faith-based organizations (FBOs) in Riverside County.
6. **Unique features of the supply/service being requested from this supplier.**  
ISC has several local branches that are well integrated into their communities such as the Inland SoCal United Way, which serves much of the Inland Empire and Blythe, and United Way of the Desert, which serves the Palm Desert community. ISC also has extensive experience partnering with other organizations, governments, and non-profits, and maintains the connections and infrastructure that enable it to collaborate with these entities. They have experience as a FI, can develop digital applications and training portals, and run the 211 call center line; which RUHS-Public Health has previously contracted with. The roles of ISC will encompass, but are not limited to, fiscal sponsorship, training CBOs and FBOs on RUHS-Public Health's funding process, and comprehensive report development.





No alternative FI in Riverside County will be able to implement the same level of service, meet all of RUHS-Public Health's requirements, and has the infrastructure that ISC can provide. More specifically, ISC has the rapport and relationships established within the community that serves medically disadvantaged groups, including, but not limited to African American communities, Native Hawaiian/Pacific Islanders, and migrant farm workers and their families, etc.

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

RUHS-Public Health does not have the capacity to oversee and manage the extensive groundwork to provide fiscal and administrative oversight for CBO's and FBO's providing public outreach and education, informing, and referring community members to COVID-19 testing sites, and connecting families to important resources such as to food banks and healthcare services. Additionally, RUHS-Public Health does not have the capacity to open and operate a call center at the scale of ISC's 211 call center operation.

**8. Period of Performance:** From: July 1, 2023 to June 30, 2024  
(total number of years)

Is this an annually renewable contract?  No  Yes  
Is this a fixed-term agreement:  No  Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY23/24	Total
One-time Costs:		
ISC will be the Fiscal Intermediary and COVID-19 support for CBOs and FBOs providing crucial services to Riverside County residents. This includes additional funding and the 16% service fee for ISC. Costs will be split between ELC3 and CDC grants.	\$12,702,359	\$12,702,359
<b>Total Costs</b>		<b>\$12,702,359</b>

**10. Price Reasonableness:**

No other agency or FI that services the county meets all of RUHS-Public Health's requirements for this agreement. Additionally, it would be prohibitively expensive and time consuming for RUHS-Public Health to contract with an FI to build up those capabilities. ISC charges a lower FI fee for all the work requested, at 10%, than others in the industry. ISC will provide services at a commiserate level to industry standards, or lower. In addition, ISC is

providing services from its 211 call center line with this agreement which RUHS-Public Health has previously worked with on other agreements, reducing costs to RUHS-Public Health.

All costs are 100% grant funded and will be reimbursed by the Epidemiology and Laboratory Capacity Grant and the CDC OT21-2103. There is no impact to the County general funds.

**11. Projected Board of Supervisor Date (if applicable):** 9/12/2023  
*(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)*

 <hr/> <b>Department Head Signature</b> <small>(or designee)</small>	 <hr/> <b>Print Name</b>	<u>9/1/23</u> <hr/> <b>Date</b>
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 The section below is to be completed by the Purchasing Agent or designee.  
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Purchasing Department Comments:

**Approve**
 **Approve with Condition/s**
 **Disapprove**

Condition/s:

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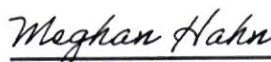
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**Not to exceed:**

**One-time** \$ \_\_\_\_\_  
 **Annual Amount** \$ 12,702,359 / per fiscal year through 6/30/24 (date)  
*(If Annual Amount Varies each FY)*  
 FY \_\_\_\_\_ : \$ \_\_\_\_\_  
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 <hr/> <b>Purchasing Agent</b>	<u>9/8/23</u> <hr/> <b>Date</b>	<u>24-068</u> <hr/> <b>Approval Number</b> <small>(Reference on Purchasing Documents)</small>
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Date: August 7, 2023  
From: Kim Saruwatari, Director of Public Health  
To: Board of Supervisors  
Via: RUHS-PH, Wendy Hetherington, Branch Chief, Epidemiology & Program Evaluation, 951-358-5557  
Subject: Single Source Procurement; Request for Inland Southern California 211+ Foundation for the Enhancing Epidemiology and Laboratory Capacity (ELC) and CDC OT21-2103 Grants

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

1. **Supplier being requested:** Inland Southern California 211+
2. **Vendor ID:** 243960
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

**Yes**     **No**  
SSJ# \_\_\_\_\_

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

**Yes**     **No**

5. **Supply/Service being requested:**  
RUHS-Public Health is requesting a professional service agreement with Inland Southern California 211+ (ISC) to assist RUHS-Public Health as the Fiscal Intermediary (FI) and COVID-19 support to community-based organizations (CBOs) and faith-based organizations (FBOs) in Riverside County.

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*(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)*

 <hr/> <b>Department Head Signature</b> <small>(or designee)</small>	 <hr/> <b>Print Name</b>	<u>9/1/23</u> <hr/> <b>Date</b>
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**The section below is to be completed by the Purchasing Agent or designee.**  
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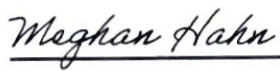
Purchasing Department Comments:

**Approve**
 **Approve with Condition/s**
 **Disapprove**

Condition/s:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**One-time** \$ \_\_\_\_\_  
 **Annual Amount** \$ 12,702,359 / per fiscal year through 6/30/24 (date)  
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 <hr/> <b>Purchasing Agent</b>	<u>9/8/23</u> <hr/> <b>Date</b>	<u>24-068</u> <hr/> <b>Approval Number</b> <small>(Reference on Purchasing Documents)</small>
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