

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.26

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the recommendation from Riverside University Health System-Public Health to Approve the Professional Service Agreement with Rainbow Pride Youth Alliance for the Riverside Overdose Data to Action (RODA) Program Services Without Seeking Competitive Bids for a Period of Five (5) Years, Effective Upon Signature of the Agreement with the Option to Renew for up to Three (3) Additional Years, through August 31, 2031. All Districts, is taken off calendar.

Roll Call:

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on March 19, 2024, of Supervisors Minutes.

(seal) WITNESS my hand and the seal of the Board of Supervisors
Dated: March 19, 2024
Kimberly A. Rector, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: Naomy Li Deputy

AGENDA NO.
3.26

xc: RUHS-PH

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



ITEM: 3.26
(ID # 24542)

MEETING DATE:
Tuesday, March 19, 2024

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the Professional Service Agreement with Rainbow Pride Youth Alliance for the Riverside Overdose Data to Action (RODA) Program Services Without Seeking Competitive Bids for a Period of Five (5) Years, Effective Upon Signature of the Agreement with the Option to Renew for up to Three (3) Additional Years, through August 31, 2031. All Districts. [Total aggregate amount \$790,000 – 100% Federal] (Continued from March 12, 2024) (Department Requests to Take off Calendar).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Rainbow Pride Youth Alliance (RPYA) for the Riverside Overdose Data to Action (RODA) Program Services without seeking competitive bids for a period of five (5) years, effective upon signature of the Agreement with the option to renew for up to three (3) additional years, through August 31, 2031, for the total aggregate amount of \$790,000 for the five (5) year term;
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 sign all subsequent amendments to the Professional Service Agreement that exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement.

ACTION:Policy

Rachelle Roman
Rachelle Roman, Deputy Director 3/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$131,667	\$158,000	\$790,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal			Budget Adjustment: No	
			For Fiscal Year: 23/24-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System-Public Health (RUHS-PH) is requesting to fund Rainbow Pride Youth Alliance (RPYA) in accordance with Overdose Data to Action grant objectives. RUHS-PH was recently awarded a 5-year grant by the Centers for Disease Control and Prevention (CDC) for the Overdose Data to Action program. In pursuit of the goals of Overdose Data to Action, the CDC has approved RUHS-PH to fund a community organization that serves at-risk individuals, including LGBTQ+ youth.

Funding RPYA will bring Peer Recovery Support Specialists to be utilized as navigators to connect 75 LGBTQ+ people to services. RPYA will outreach to 20 CBOs to offer training and education on Harm Reduction Practices and will provide 50 Transgender/Non-binary (TGNB) children, youth, and families education on harm reduction and the importance of stigma reduction. They will use their expertise in LGBTQ+ mental health to develop educational materials that promote unique strategies to build resilience and protective factors for LGBTQ+ youth with a special emphasis on substance use prevention.

Impact on Residents and Businesses

RPYA is a non-profit service organization for LGBTQ+ youth and allies in the Inland Empire. RPYA services support youth at risk for overdose, specifically LGBTQ+ individuals who have previously experienced an overdose and/or have a history of or at risk for substance use. Data shows that these populations are at higher risk for developing a substance use disorder. Partnering with RPYA will increase the community's knowledge on overdose prevention practices and will provide warm hand-offs to Behavioral Health specialists when needed. RPYA has developed relationships with the LGBTQ+ youth community with outreach, activities and resources that would support RUHS-PH's goal to improve access to services and outcomes for LGBTQ+ youth and their families.

Additional Fiscal Information

All costs are 100% grant funded and will be reimbursed by the OD2A: LOCAL funding through Centers for Disease Control and Prevention. There is no impact to the County general fund. The funding is estimated to be distributed for each fiscal year based on the table below. However,

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

RUHS-PH is requesting approval to roll-over unspent funds from one fiscal year to the next through the duration of the period of performance of the Agreement.

County Fiscal Year		Grant Fiscal Year	
Year	Amount	Year	Amount
2023/2024	\$131,667	2023/2024	\$158,000
2024/2025	\$158,000	2024/2025	\$158,000
2025/2026	\$158,000	2025/2026	\$158,000
2026/2027	\$158,000	2026/2027	\$158,000
2027/2028	\$158,000	2027/2028	\$158,000
2028/2029	\$26,333		
Total	\$790,000	Total	\$790,000

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

Contract History and Price Reasonableness

RUHS-PH has a strong relationship with RPYA and has previously partnered together on overdose prevention efforts. RPYA rates are comparable to industry standards for Overdose Prevention education with a focus on harm reduction. This cost covers critical program support items to assist with the implementation of grant objectives. Additionally, RPYA has established relationships in the community and has developed a program for LGBTQ+ youth and allies, which saves the County the cost of creating and training a similar program for overdose prevention and community training efforts. The staffing, educational materials, including the cost of securing an agency to appropriately train staff working with LGBTQ+ youth and their families, while incorporating harm reduction and overdose prevention education and resources, would exceed the cost of the current contract requests.

On October 31, 2023, on Minute Order 3.33, the Board of Supervisors approved the Acceptance of Award No. 1NH28CE003530-01-00 with the CDC for RODA for the period of performance of September 1, 2023, through August 31, 2028. Additionally, the CDC has specifically approved the grant application and scope of work that specifies that RUHS-PH will partner with a CBO that serves at-risk individuals, including formerly incarcerated populations. RPYA is included in the list of approved vendors in the grant application.

The Single Source Justification request has been reviewed by Riverside County Purchasing and Fleet Services.

ATTACHMENTS:

ATTACHMENT A. Professional Service Agreement with Rainbow Pride Youth Alliance for Riverside Overdose Data to Action

ATTACHMENT B. Single Source Justification Document


Douglas Cordonez Jr. 3/14/2024



Date: November 15, 2023
From: Kim Saruwatari, Director
To: Board of Supervisors/Purchasing Agent
Via: Wendy Hetherington, 951-358-5557
Subject: Single Source Procurement; Request Professional Services from Rainbow Pride Youth Alliance (RPYA) who will connect LGBTQ+ individuals to services and will provide training on harm reduction practices to other community-based organizations.

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

1. **Supplier being requested:** Rainbow Pride Youth Alliance (RPYA)

2. **Vendor ID:** 0000230436

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:**

Rainbow Pride Youth Alliance (RPYA) has been selected by Riverside University Health System – Public Health (RUHS-PH) to provide LGBTQ+-focused outreach and education related to implementation of prevention efforts to decrease the number of fatal and non-fatal overdoses, decrease illicit opioid and stimulant use, improve health equity among groups disproportionately affected by the overdose crisis and those previously underserved by overdose prevention program. Additionally, RPYA will assist in efforts to increase the adoption of harm reduction strategies and principles. These services will be provided as part of the grant objectives of Riverside Overdose Data to Action (RODA). By August 30, 2024, Peer Recovery Support Specialists with RPYA will be utilized as navigators to connect seventy-five (75) LGBTQ+ people to services. By September 2024, RPYA will provide outreach to twenty

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer



(20) Community Based Organizations (CBOs) to offer training and education on Harm Reduction Practices. By September 2024, RPYA will provide fifty (50) Transgender/Non-binary (TGNB) children, youth, and families education on harm reduction and the importance of stigma reduction. They will use their expertise in LGBTQ+ mental health to develop educational materials that promote unique strategies to build resilience and protective factors for LGBTQ+ youth with a special emphasis on substance use prevention.

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

RPYA is a non-profit service organization for LGBTQ+ youth and allies in the Inland Empire. They provide a safe space for young people to meet, make friends and participate in various weekly events and activities. They also offer support and resources for gender affirmation and community building. RPYA aims to provide youth and guardians/parents with social-emotion support and LGBTQ+ education for community partners. RPYA is dedicated to facilitating activities and programs that enrich the lives of LGBTQ+ folks and promote creativity, health, and wellness for the positive mental health of our queer youth.

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

RPYA services support youth at risk for overdose, specifically LGBTQ+ individuals who have previously experienced an overdose and/or have a history of or at risk for substance use. Data shows that these populations are at higher risk for developing a substance use disorder. Partnering with RPYA will increase the community's knowledge on overdose prevention practices and will provide warm hand-offs to Behavioral Health specialists when needed. RPYA has developed relationships with the LGBTQ+ youth community with outreach, activities and resources that would support the Riverside County Public Health goal to improve access to services and outcomes for LGBTQ+ youth and their families.

8. Period of Performance: From: September 1, 2023, to August 31, 2028 (with the option to renew until August 31, 2031)

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.)

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer



The pricing below reflects the direct cost for personnel, travel, supplies, telecommunication services, materials and printing, and the indirect rate of 10% of personnel costs. These costs are estimated based on services beginning on September 1, 2023, through August 31, 2028. The final total for the first and final year may change depending on the number of months remaining in the first year once services are approved to begin. The request to the Board will be for approval of the aggregate amount of \$790,000 to allow unspent funds to roll-over from one year to the next upon approval by the County.

Description:	FY 23/24 (10 months)	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29 (2 months)	Total
Personnel	\$103,654	\$124,384	\$124,384	\$124,384	\$124,384	\$20,731	\$621,921
Travel	\$981	\$1,178	\$1,178	\$1,178	\$1,178	\$196	\$5,889
Other (training materials, harm-reduction kits, digital recovery hub, printing)	\$16,667	\$20,000	\$20,000	\$20,000	\$20,000	\$3,333	\$100,000
Indirect (10% of personnel)	\$10,365	\$12,438	\$12,438	\$12,438	\$12,438	\$2,073	\$62,190
LGBTQ+ focused outreach and education total:	\$131,667	\$158,000	\$158,000	\$158,000	\$158,000	\$26,333	\$790,000

10. Price Reasonableness:

RPYA rates are comparable to industry standards for Overdose Prevention education with a focus on harm reduction. This cost covers critical program support items to assist with the implementation of grant objectives. Additionally, RPYA has established relationships in the community and has developed a program for LGBTQ+ youth and allies which saves the County the cost of creating and training a similar program for overdose prevention and community training efforts.

The price is deemed reasonable based on the following:

The staffing, educational materials, including the cost of securing an agency to appropriately train staff working with LGBTQ+ youth and their families while incorporating harm reduction and overdose prevention education and resources, would exceed the cost of the current contract requests. According to Job search engine, Indeed.com, harm reduction salaries can exceed \$26 per hour.

Additionally, CDC has specifically approved the grant application and scope of work, which identifies the list of vendors that RUHS-PH intends to contract with to provide the services for this grant. RPYA is included in the list of approved vendors in the grant application.

All costs are 100% grant funded and will be reimbursed by the OD2A: LOCAL funding through Centers for Disease Control and Prevention. There is no impact to County general funds.

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer



11. Projected Board of Supervisor Date (if applicable): January 23, 2024
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Rachelle Roman

Rachelle Roman

Dec 26, 2023

Department Head Signature
(or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY 23/24 : \$131,667 _____

FY 24/25 : \$158,000 _____

FY 25/26 : \$158,000 _____

FY 26/27 : \$158,000 _____

FY 27/28 : \$158,000 _____

FY 28/29 : \$26,333 _____

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer



Meghan Hahn

12/28/23

24-161

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)



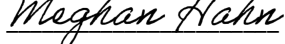


2/27/2024: Single Source Amendment request:

Public Health requests the addition of the following language to Section 9 to 24-161 HSARC Rainbow Pride Youth Alliance (RPYA) Single Source request form. Section 9 has been revised to read as follows:

Section 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.) The pricing below reflects the direct cost for personnel, travel, supplies, telecommunication services, facility rental, and the indirect rate of 10% of direct costs. These costs are estimated based on services beginning on September 1, 2023, through August 31, 2028. The final total for the first and final year may change depending on the number of months remaining in the first year once services are approved to begin. The request to the Board will be for approval of the aggregate amount of \$900,200 to allow unspent funds to roll-over from one year to the next upon approval by the County.

All other language in the Rainbow Youth Health Alliance Single Source Request Form remains unchanged.

PCS Review: 
Department Head approval:  Feb 29, 2024
County Purchasing approval: 
Amended SSJ#: 24-161a
Date: 2/29/24

Note: Amended to allow for aggregate rather than yearly NTE spend on contract.
Kim Saruwatari, M.P.H., Director Geoffrey Leung, M.D., Public Health Officer

PROFESSIONAL SERVICE AGREEMENT

for

RIVERSIDE OVERDOSE DATA TO ACTION (RODA) PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

and

RAINBOW PRIDE YOUTH ALLIANCE



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This Agreement is entered into by and between RAINBOW PRIDE YOUTH ALLIANCE, a California non-profit organization (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.

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 upon signature of this Agreement by both parties and continues in effect through August 31, 2028 with an option to renew for three additional years unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. 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 SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000) including all expenses; unspent funds may be carried over from one fiscal year to the next, not to exceed the maximum aggregate amount of the Agreement. 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 (as listed in Exhibit B Invoice section), and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. 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

- a) Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to CONTRACTOR by COUNTY when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC 24-144); Grant number (HS100161), if applicable; 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 provide adequate supporting cost documentation, including source documentation as appropriate, (i.e., receipts, logs, time sheets, payroll records, etc.) as requested by the COUNTY.
- c) Invoices shall be rendered quarterly in arrears.
- d) CONTRACTOR shall be responsible for maintaining a running total for the contract amount and will need to provide that information to COUNTY upon request.

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 arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

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

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

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

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

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

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. Inspection of Service; Quality Control/Assurance

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

default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

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

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

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

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

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

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

RIVERSIDE UNIVERSITY HEALTH SYSTEM-
PUBLIC HEALTH
4065 COUNTY CIRCLE DR., STE. 403
RIVERSIDE, CA 92503
ATTN: CONTRACTS UNIT

ph-contracts@ruhealth.org

CONTRACTOR

RAINBOW PRIDE YOUTH ALLIANCE
3540 S. NORTH SHORE DRIVE
ONTARIO, CA 91671
ATTN : BENITA RAMSEY

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

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

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

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

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

22. Insurance

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

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of

California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

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

C. Vehicle Liability:

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

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

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived,

in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the

COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

23. General

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

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

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

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

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

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

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

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

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

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

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

23.12 This Agreement 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.

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**

RAINBOW YOUTH PRIDE ALLIANCE, a California non-profit organization

By: _____
Chuck Washington, Chair
Board of Supervisors

Benita Ramsey
By: _____
Benita Ramsey
Executive Director

Dated: _____

Dated: Feb 7, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Gregg Gu
By: _____
Gregg Gu
Deputy County Counsel

EXHIBIT A SCOPE OF SERVICE

1. SUMMARY

The purpose of Riverside Overdose Data to Action (RODA) is to enhance the surveillance of Riverside County overdose morbidity and mortality and to use the data to guide the implementation of prevention efforts to decrease the number of fatal and nonfatal overdoses, decrease illicit opioid and stimulant use, improve health equity among groups disproportionately affected by the overdose crisis and those previously underserved by overdose prevention programs, and increase the adoption of harm reduction strategies and principles. RODA activities require strong, multi-sectoral partnerships and collaboration with community-based organizations, public safety, health systems, and people with lived experience.

Grant objectives include a collaboration with the CONTRACTOR, a non-profit service organization for LGBTQ+ youth and allies in the Inland Empire. CONTRACTOR provides a safe space for young people to meet, make friends and participate in various weekly events and activities. They also offer support and resources for gender affirmation and community building. CONTRACTOR aims to provide youth and guardians/parents with social-emotion support and LGBTQ+ education for community partners.

CONTRACTOR is dedicated to facilitating activities and programs that enrich the lives of LGBTQ+ folks and promote creativity, health, and wellness for the positive mental health of queer youth in Riverside County.

2. CONTRACTOR RESPONSIBILITIES

- 2.1. Hire and train RPYA staff on overdose awareness, trauma informed care, stigma, and harm reduction.
 - 2.1.1 Expected Output: CONTRACTOR shall provide the job posting bulletin, resumes for hired staff and the materials used to train staff.
- 2.2. Develop standardized screening, assessment, and treatment protocols for LGBTQ+ People Who Use Drugs (PWUD).
 - 2.2.1 Expected Output: CONTRACTOR shall provide the screening tools and protocols developed.
- 2.3. Implement a comprehensive harm reduction trauma-informed approach to treatment, including standardized screening, assessment, and treatment protocols to connect 75 LGBTQ+ PWUD in the Inland Empire.
 - 2.3.1 Expected Output: CONTRACTOR shall provide the number of individuals linked to care and the final comprehensive approach document.
- 2.4. CONTRACTOR will plan and conduct five (5) monthly outreach events and activities for a minimum of fifty (50) participants that include: Transgender/non-binary children, youth, and their families. The monthly outreach events and activities will focus on education on harm reduction and the importance of stigma reduction.
 - 2.4.1 Expected Output: CONTRACTOR shall provide data collected, list of topics covered, number and the type of attendees, list of specific linkages and referrals made during the event, a number of clients who contact the agency for follow-up information, agendas, sign in sheets, self-evaluation results and plans/outlines or any materials utilized for all monthly outreach events and activities.

2.5. Develop and distribute a minimum of 1500 harm reduction zines.

2.5.1 Expected output: CONTRACTOR shall provide example of zines, and location/events where the zines were distributed.

2.6. Distribute a minimum of 500 harm reduction kits.

2.6.1 Expected Output: CONTRACTOR shall provide the number of distributed kits and the locations/events where the kits were distributed.

2.7. Conduct a minimum of ten (10) Harm Reduction workshops to Community Based Organizations (CBOs) and general LGBTQ+ Community.

2.7.1 Expected Output: CONTRACTOR shall provide meeting agendas, sign in sheets, names of CBOs where the workshops were given and the materials presented.

2.8. Host a minimum of two (2) Region Harm Reduction Expos to bring providers and CBOs to vulnerable communities.

2.8.1 Expected Output: CONTRACTOR shall provide meeting agendas, sign in sheets of participants that are participating including but not limited to the Vendors/CBO’s attending and County of Riverside participants.

2.9. Develop written materials to promote Harm Reduction and Overdose Prevention

2.9.1 Expected Output: CONTRACTOR shall provide the Materials that were developed.

2.10. Translate to all outreach material to Spanish.

2.10.1 Expected Output: CONTRACTOR shall provide the Spanish Materials.

2.11. Attend local health fairs, parades, festivals, and other community or LGBTQ youth-oriented events to distribute and provide education on harm reduction and overdose prevention.

2.11.1 Expected Output: CONTRACTOR shall provide Agendas, flyers and number of attendees reached.

2.12. Progress reports are due annually per the schedule provided below.

QUARTER	DATES	REPORT DUE DATE
Year 1	Upon signature - 08/31/2024	9/15/2024
Year 2	9/1/2024- 8/31/2025	9/15/2025
Year 3	9/1/2025- 8/31/2026	9/15/2026
Year 4	9/1/2026- 8/32/2027	9/15/2027
Year 5	9/1/2027- 8/31/2028	9/15/2028

3. COUNTY RESPONSIBILITIES

1. Provide technical assistance, including but not limited to guidance, support with education, procuring and reporting during the implementation of activities.
2. Coordinate monthly meetings with CONTRACTOR to assess progress on grant activities and identify solutions to potential barriers.
3. Report on the progress of grant activities to the funder.

**EXHIBIT B
PAYMENT PROVISIONS**

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

1. BUDGET

Description:	FY 23/24 (10 months)	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29 (2 months)	Total
Personnel	\$103,654	\$124,384	\$124,384	\$124,384	\$124,384	\$20,731	\$621,921
Travel	\$981	\$1,178	\$1,178	\$1,178	\$1,178	\$196	\$5,889
Other (training materials, harm-reduction kits, digital recovery hub, printing)	\$16,667	\$20,000	\$20,000	\$20,000	\$20,000	\$3,333	\$100,000
Indirect (10% of personnel)	\$10,365	\$12,438	\$12,438	\$12,438	\$12,438	\$2,073	\$62,190
LGBTQ+ focused outreach and education total:	\$131,667	\$158,000	\$158,000	\$158,000	\$158,000	\$26,333	\$790,000

2. INVOICE

- a. CONTRACTOR may redirect within budget line items for allowable expenses only with written COUNTY approval.
- b. CONTRACTOR shall invoice on a quarterly basis as services are rendered per the schedule provided below.

QUARTER	DATES	INVOICE DUE DATE
QTR 1 (Year 1)	Upon signature- 11/30/2023	12/15/2023
QTR 2 (Year 1)	12/1/2023-2/29/2024	3/15/2024
QTR 3 (Year 1)	3/1/2024-5/31/2024	6/15/2024
QTR 4 (Year 1)	6/1/2024-8/31/2024	9/15/2024
QTR 1 (Year 2)	9/1/2024- 11/30/2024	12/15/2024
QTR 2 (Year 2)	12/1/2024-2/29/2025	3/15/2025
QTR 3 (Year 2)	3/1/2025-5/31/2025	6/15/2025
QTR 4 (Year 2)	6/1/2025-8/31/2025	9/15/2025

QTR 1 (Year 3)	9/1/2025- 11/30/2025	12/15/2025
QTR 2 (Year 3)	12/1/2025-2/29/2026	3/15/2026
QTR 3 (Year 3)	3/1/2026-5/31/2026	6/15/2026
QTR 4 (Year 3)	6/1/2026-8/31/2026	9/15/2026
QTR 1 (Year 4)	9/1/2026- 11/30/2026	12/15/2026
QTR 2 (Year 4)	12/1/2026-2/29/2027	3/15/2027
QTR 3 (Year 4)	3/1/2027-5/31/2027	6/15/2027
QTR 4 (Year 4)	6/1/2027-8/31/2027	9/15/2027
QTR 1 (Year 5)	9/1/2027- 11/30/2027	12/15/2027
QTR 2 (Year 5)	12/1/2027-2/29/2028	3/15/2028
QTR 3 (Year 5)	3/1/2028-5/31/2028	6/15/2028
QTR 4 (Year 5)	6/1/2028-8/31/2028	9/15/2028

c. The invoice and report due dates listed in the table below may be revised as needed upon approval by the COUNTY. This revision may be approved in writing by both Parties with or without a formally executed amendment.

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

Riverside University Health System – Public Health
 Attn: Fiscal – Accounts Payable
 PO BOX 7849
 Riverside, California 92513
 OR
RIVCOPH-AP@ruhealth.org
 And
RODA@ruhealth.org
 ATTN: Jessica Cuevas

e. Annual reports should be forwarded on the due dates as stated above to:

Riverside University Health System – Public Health
 Riverside Overdose Data to Action/Epidemiology & Program Evaluation
 4065 County Circle Dr.
 Riverside, California 92503
RODA@ruhealth.org
 ATTN: Jessica Cuevas

f. Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to CONTRACTOR by COUNTY when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC 24-144); Grant number (HS100161); 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.

- g. 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.
- h. CONTRACTOR shall be responsible for maintaining a running total for the contract amount and will need to provide that information to COUNTY upon request.

3. MAXIMUM COMPENSATION:

Maximum compensation payable under the terms of this Agreement shall not exceed the aggregated total amount of SEVEN HUNDRED NINETY THOUSAND dollars (\$790,000) including all expenses.

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.15

(1)

On motion of Supervisor Perez, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Riverside University Health System-Public Health regarding the Approve the Professional Service Agreement with Rainbow Pride Youth Alliance for the Riverside Overdose Data to Action (RODA) Program Services Without Seeking Competitive Bids for a Period of Five (5) Years, Effective Upon Signature of the Agreement with the Option to Renew for up to Three (3) Additional Years, through August 31, 2031. All Districts, is approved as recommended.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None

(2)

On Motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez

(3)

On Motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter be continued to March 19, 2024 at 9:30a.m.

Roll Call:

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on March 12, 2024, of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: March 12, 2024
Kimberly A. Rector, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: Naomy Li Deputy

AGENDA NO.
3.15

xc: RUHS-PH, COB