

**AGREEMENT FOR PROFESSIONAL SERVICES  
OUTREACH/COMMUNICATION PLAN- COVID MITIGATION - LAKE COUNTY COVID  
19 INITIATIVE FOR LATINO POPULATION FOCUSED INTERVENTION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of January 2021, by and between the County of Lake, a political subdivision of the State of California, ("County") and, Lake County Office of Education ("Contractor"), for the provision of COVID mitigation outreach/communication messaging services to the Latino population pursuant to the following terms and conditions.

**WITNESSETH:**

**NOW, THEREFORE,** it is agreed by and between the County and Contractor as follows:

**1. TERM**

The term of this Agreement shall commence on January 12, 2021, and will terminate November 4, 2022, unless renewed in writing prior to the termination date. Both parties can extend the agreement monthly with mutual written agreement.

**2. SERVICES**

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement, the Agreement shall prevail.

Exhibit A – Scope of Work  
Exhibit B – Cost Proposal  
Exhibit C -- Work Plan

**3. COMPENSATION**

Contractor shall be compensated for services performed on a monthly basis, compensation not to exceed One Hundred Ninety Two Thousand Two Hundred Sixty Dollars (\$192,268) for the term of this Agreement. The Contractor's compensation rates are listed in Exhibit B, "Cost Proposal." Compensation during any renewal of this Agreement shall be the same rates as listed in Exhibit B. Contractor will invoice County on a monthly basis within 10 days after the month ends. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice, supporting documentation and required time studies.

**4. INSURANCE**

Contractor shall provide at his/her own expense and maintain at all times **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$300,000 for bodily injury and \$100,000 for property damage, and shall provide evidence of such insurance to the county as may be required by the Risk Manager of the County, if applicable. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles. Contractor shall

provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change this insurance policy.

If at any time of said policy shall be unsatisfactory to the County, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager for approval, and submit a certificate thereof as hereinabove provided. Failure of the Contractor to furnish, deliver or maintain such insurance and certificates as above provided shall be considered a material breach of this Agreement, and upon such event, this Agreement, at the election of the County, may be forthwith declared terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification. Best's rating of A or with approval of the Risk Manager.

**Professional Liability Insurance.** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which Contractor, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

## **5. HOLD HARMLESS/INDEMNIFICATION**

Each party shall indemnify and hold the other harmless against all actions, claims, demands and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

## **6. INDEPENDENT CONTRACTOR**

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim s/he may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

**7. ASSIGNMENT**

This Agreement is for the professional services of the Contractor and s/he shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

**8. NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

COUNTY OF LAKE  
County of Lake Health Services  
Denise Pomeroy, Director  
922 Bevins Court  
Lakeport, CA 95453

CONTRACTOR  
Lake County Office of Education  
Brock Falkenberg, Superintendent  
1152 South Main St  
Lakeport, CA 95453

**9. COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

**10. NONDISCRIMINATION**

Contractor shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

**11. PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in

confidence whenever possible. All other information will be considered public.

**12. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Lake Health Services Department Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

**13. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

**14. TERMINATION AND RIGHTS UPON TERMINATION**

- A. This agreement may be terminated upon mutual written consent of the Parties, or as a remedy available at law or in equity.

Upon termination prior to the full and satisfactory completion of Contractor's performance under this Agreement, County shall not be liable to pay Contractor the total compensation set forth in paragraph 3 of this Agreement, but Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement.

- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

**15. NO WAIVER**

The failure to exercise any right to enforce any remedy contained in the Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

**16. DISPUTES**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lake, State of California.

**17. CAPTIONS**

The captions of the Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**18. NUMBER AND GENDER**

In the Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**19. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

**20. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in the Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**21. COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same Instrument.

**22. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of the Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**23. CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**24. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

**25. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly forgoes any such consultation.

**26. NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any Representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or facts provided by the other party.

**27. WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

**28. FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non- appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

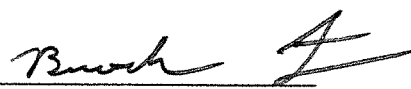
If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

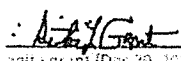
COUNTY OF LAKE

CONTRACTOR

By: \_\_\_\_\_  
Chair, Board of Supervisors

  
Brock Falkenberg, Superintendent  
Lake County Office of Education

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anita L. Grant  
County Counsel

## **Exhibit A- SCOPE OF WORK**

The full body of work under this award will encompass outreach and community engagement, public health education and information, identification and implementation of strategies to increase testing and facilitate vaccination efforts, and provide resources and support for people and families needing to isolate or quarantine.

### **SCOPE OF WORK**

Through outreach, engagement, trust-building and bidirectional communication with the Latino community, a successful proposal will demonstrate how it will prevent COVID-19, increase detection, and support Latinos exposed and infected with COVID. A community health worker or other trusted member(s) of the Latino community could be hired to facilitate this network building, and/or stipends could be given to collaborating messengers and organizations.

#### **A. Prevention activities: Educate and inform the Latino community.**

- Engage Latino populations most impacted by COVID-19 to identify effective messaging, develop and/or modify existing materials and strategy, and provide oversight to the prevention campaign. Topics to consider include how to prevent COVID infection, what to do if you may have been exposed, why and how to access testing services and why and how to access support services if you or someone in your family is infected.
- Identify and develop relationships with partners known to and trusted by the Latino community to facilitate engagement and outreach. Trusted partners might include individuals, churches, markets and agencies with ties to Latino communities.
- Engagement and outreach activities could include facilitation of listening sessions, trainings, virtual town halls (such as through Facebook Live) and other activities to develop or enhance a campaign; utilization of social listening tools to understand trends in COVID-19 information among Lake County Latinos.
- Provide culturally appropriate and timely communications to solicit vaccination opportunities in an effort to prevent further spread of COVID-19 in the Latino community.

#### **B. Detection activities: Increase testing and encourage earlier testing.**

- Provide culturally appropriate and timely communications to solicit testing opportunities in an effort to increase testing and general access to medical care in the Latino community.
- Target communities with higher density of Latino residents and higher rates of COVID infection to encourage testing and earlier testing (to prevent secondary spread in households to protect family members).
- Communicate and advocate to Public Health and medical providers for COVID and non-COVID needs identified in Latino community to address medical gaps.



**C. Support activities:** Support exposed and infected people and their families to reduce secondary transmission.

- Build trust and relationships through formal and informal networks.
- Provide culturally responsive information and resources to people awaiting test results or who have a positive test and may need support to safely comply with isolation or quarantine orders.
- Encourage isolation or quarantine in community-supported services or in the home by connecting and providing resources, in an effort to increase the use of isolation and quarantine while waiting for test results, for COVID-19 close contacts, and for positive cases.
- Assess client social and economic needs and risks to determine what support services are appropriate and work to connect them to or provide resources, which may include home delivery of essential goods such as food, masks and cleaning supplies, or other goods, services or assistance, to support cases and prevent secondary transmission.
- Identify resources to provide healthcare support, including information and support to enroll in health insurance programs and to establish primary health care services.
- Identify resources to meet needs and mitigate risks within the Latino population, including resources that may become available or opportunities to work with others in the community to provide supportive services.

**TASKS & DELIVERABLES**

**A. Project Management**

- Identify and assign a Project Coordinator to work directly with the Public Health Liaison.
- Set up and conduct weekly meetings with the Public Health Liaison.
- Provide weekly update on the status of contract tasks and deliverables.
- Provide quarterly report on information gathered and analyzed for use in creating/directing engagement plan.
- Develop a comprehensive culturally appropriate community engagement plan geared toward Lake County Latinos.
- Develop a strategy to reduce the spread of COVID-19 within Lake County's Latino population; include method to measure reduced spread and define successful reduction.
- Share the engagement plan with Public Health Liaison prior to implementation for comments and approval.

**B. Prevention**

- Identify and maintain a list of trusted partners; track communication and outreach efforts facilitated by trusted partners.
- Track and report methods of outreach and number of community encounters reached as well as topics covered, by city/town (if possible).
- Track and report vaccination solicitation efforts within Latino communities and any changes in accessibility to vaccination among Latinos communities.

#### **C. Detection**

- Assess and report on gaps and/or barriers in educational materials, testing availability and use and support services and resource availability and use.
- Track and report testing solicitation efforts within Latino communities and any changes in access to testing among Latino communities.

#### **D. Support**

- Track and report number of assessments completed and resource or referral provisions.
- Track and report all supportive measures provided, including an accounting of expenses if direct support.
- Identify, compile, maintain, and widely distribute a list of culturally appropriate resources and contacts, and method of facilitation of communication with those resources.
- Track engagement by type and referrals made, resources offered and utilization.

## Cost Proposal Narrative

**Salaries/Wages/Benefits:** We are proposing that LCOE will oversee and direct staff to facilitate the deliverables of this grant. Some portions of salaries and benefits are being requested from this grant. We will have 2 project coordinators Ana Santana and Angela Cuellar-Marroquin, and three LCOE employees, two from Healthy Start and one from the Planning Council. Each LCOE employee will be performing the work as deemed fit to complete the work of this grant. The amounts below are the projections that will be allocated for the work on this grant:

**Partial Salaries for 5 LCOE employees over the course of the grant= \$98,797.00**

**Partial Benefits for 5 LCOE employees over the course of the grant= \$54,326.00**

**Total over the grant period = \$153,123.00** partial salaries and benefits for 5 LCOE employees

### **Program expense 1:**

#### **Mileage to events/testing sites/home visits/etc**

LCOE employees in the Healthy Start program travel to schools sites, homes, food banks, testing sites, etc as part of their daily duties, the portion of this work will be determined and logged and paid out accordingly to the individuals as they support the work of this grant.

LCOE employees in the Planning Council program travel to Family Child Care homes, preschools, and other agencies as part of their daily duties, the portion of this work will be determined and logged and paid out accordingly to the individuals as they support the work of this grant.

**Total over the grant period = \$6,000.00**

### **Program expense 2:**

#### **Materials/Printing Costs/Bags for Distribution**

Purchase of materials, such as clipboards, pens/pencils, masks, hand sanitizer, etc. to have at drive thru health events, testing sites, schools, etc. Purchase of bags for distribution of literature and other materials used to promote, prevention, detection, and support. Other funds may be used for printing costs if needed.

**Total over the grant period = \$10,762.00**



**LAKE COUNTY OFFICE OF EDUCATION**

TO TEACH. TO SERVE. TO LEARN.

Lake County Office of Education-Healthy Start-LPC  
RFP 20 001-Prevent, Detect, & Support Initiative for Latino Focused Initiative  
12/14/2020  
Lake County Health Services RFP 20 001

EXHIBIT B: Cost Proposal

		YEAR 1	YEAR 2	YEAR 3			
		2020-2021	2021-2022	2022-2023	TOTAL		STATUS*
REVENUE SOURCES	SOURCE						
Income #1	Requested from LCHS	\$50,081	\$103,241	\$38,946	\$192,268	100%	Requested
Income #2					\$0	0%	
Income #3					\$0	0%	
Income #4					\$0	0%	
Income #5					\$0	0%	
Total		\$50,081	\$103,241	\$38,946	\$192,268		

REVENUE SUMMARY

Total Requested	\$192,268 100%
Total Pledged	\$0 0%
Total Received	\$0 0%
Total Estimated	\$0 0%

TOTAL PROPOSAL REVENUE	\$192,268 100%
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EXPENSE**	DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	TOTAL	
Salaries/Wages	5LCOE staff partial salaries	\$26,077	\$52,548	\$20,172	\$98,797	51%
Benefits	5LCOE staff partial benefits	\$13,511	\$29,598	\$11,217	\$54,326	28%
Program Expense 1	mileage to events/testing site/home visits/etc	\$1,636	\$3,273	\$1,091	\$6,000	3%
Program Expense 2	materials/printing costs/bags	\$2,943	\$5,864	\$1,955	\$10,762	6%
Program Expense 3					\$0	0%
Program Expense 4					\$0	0%
Program Expense 5					\$0	0%
Program Expense 6					\$0	0%
Program Expense 7					\$0	0%
Indirect Expense**	20-21 ICR 13.39% (Estimated for YR 2 & 3 @ 13.1%)	\$5,914	\$11,958	\$4,511	\$22,383	12%
TOTAL PROPOSAL EXPENSES		\$50,081	\$103,241	\$38,946	\$192,268	100%

Net Income - Expenses	(0)	0	0	(0)
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\* If applicable, for "Status," choose "Received" for all income currently under your organization's control. Choose "Pledged" for sources which have been promised to your organization, but not yet received. Choose "Requested" for all income sources for which your organization has applied or asked that have not been received or pledged. Choose "Estimated" for all income that you are projecting to earn or receive.

\*\* LCHS will fund indirect costs, but indirect costs may not exceed 15% of your organization's total request from LCHS.

**EXHIBIT C: WORK PLAN****RFP title: Prevention, Detection, and Support: A Lake County COVID-19 Initiative for Latino-Focused Interventions****Submitter: Lake County Office of Education :Angela Cuellar-Marroquin and Ana Santana**

<b>Goal Elements</b>	<b>Tasks/Deliverables To Achieve Goal Elements</b>	<b>Timeline for completion of Tasks/Deliverables</b>	<b>Role/Agency Responsible</b>
Prevention Activities: Engage Latino Population, develop and/or modify existing materials, and provide oversight to the prevention campaign.	<ul style="list-style-type: none"><li>• Share materials and information with the Latino population through social media, radio, drive thru events around the county, church, small Latino communities (Willow Point, La Monarca Store, etc.)</li><li>• Work with the schools to have a presence at pick up or drop offs of school work</li></ul>	Ongoing beginning January 2021 through the end of the grant in November 2022	Project Coordinators(Ana and Angela) and staff directed by the Project Coordinators ---Lake County Office of Education
Detection Activities: Increase testing and encourage earlier testing. Target communities with higher density of Latino residents and higher rates of COVID infection.	<ul style="list-style-type: none"><li>• Participate in any drive through events, i.e. health fairs, food distributions, etc to promote testing and give information of testing facilities. Share information on Social Media avenues and radio.</li><li>• Work with the schools to have a presence at pick up or drop offs of school work</li></ul>	Ongoing beginning January 2021 through the end of the grant in November 2022	Project Coordinators (Ana and Angela) and staff directed by the Project Coordinators---Lake County Office of Education



Support Activities: Support exposed and infected people and their families to reduce secondary transmission. Build relationships through formal and informal networks.	Provide resources to those in isolation/quarantine, encourage isolation/quarantine for those that have tested positive or awaiting results. Connect people to resources such as food, masks, cleaning supplies and other goods and services available.	Ongoing beginning January 2021 through the end of the grant in November 2022	Project Coordinators (Ana and Angela) and staff directed by the Project Coordinators---Lake County Office of Education
Identify and maintain records and report to Public Health. Assess and report gaps and/or barriers in educational materials, testing availability and use and support services and availability.	<ul style="list-style-type: none"> <li>• Work with Public Health to support their efforts in distributing the information as it is given.</li> <li>• Translate where needed. Report as required by Public Health.</li> <li>• Attend meetings as required by Public Health.</li> <li>• Update quarterly reports of information gathered.</li> <li>• Identify and maintain a list of trusted partners</li> <li>• Track communication and outreach efforts</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing beginning January 2021 through the end of the grant in November 2022</li> <li>• Quarterly as required by Public Health</li> </ul>	Project Coordinators (Ana and Angela)