

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2022 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and San Francisco Community College District dba City College of San Francisco (hereinafter "Contractor").

R E C I T A L S

WHEREAS, on March 2, 2020, the County declared a Local Health Emergency and proclaimed a Local Emergency in response to COVID-19, which actions were ratified by the Board of Supervisors on March 4, 2020, to allow the County to prepare for and respond to the community spread of COVID-19;

WHEREAS, on March 4, 2020, the State of California declared a State of Emergency in response to COVID-19, and Governor Newsom subsequently issued Executive Order N-25-20 (as well as other executive orders) in an effort to control the spread and ensure that adequate resources exist to address the impacts of COVID-19;

WHEREAS, on March 13, 2020, President Trump declared a national emergency for the COVID-19 pandemic;

WHEREAS, Community Health Workers (CHWs) play an important role in the County's COVID-19 response and community resiliency, and County is launching a new program to increase the quality and quantity of CHWs working in furtherance of the County's COVID-19 response and resiliency;

WHEREAS, Contractor is qualified to train, oversee, and deploy CHWs into the community; and

WHEREAS, in the judgment of the County, it is necessary and desirable to use the services of Contractor.

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

A G R E E M E N T

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, 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. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

- Exhibit A. Scope of Work
- Exhibit B. Budget
- Exhibit C. Insurance Requirements

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

In full consideration of Contractor's satisfactory performance in providing the services detailed in Exhibit A (Scope of Work), Contractor shall be paid in accordance with the budget set forth in Exhibit B, attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Any remaining balance at the end of a fiscal year of this Agreement shall automatically be carried forward to the subsequent fiscal year of this Agreement, but not beyond the termination date of this Agreement. Contractor shall submit its bills in arrears on a semester basis (Fall Semester: August – September; Spring Semester: January – May; Summer Semester: June – July) in a form approved by County's Auditor and the Head of County department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$733,447 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.4. Federal Funding

This Section 2.4 is applicable if all or part of this Agreement will be paid with federal awards.

2.4.1. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.4.2. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.4.3. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.4.4. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.4.5. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from August 31, 2022 to August 30, 2024 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.4 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), and (4) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for

extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable 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.

9.2. Status of Contractor

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time.

Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.6. Conflict of Interest

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance

Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights.

Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents, but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Compliance with Contract Exhibits

Contractor agrees to comply, and to ensure compliance by its employees, subcontractors, and agents with all terms and conditions set forth in the exhibits listed in Section 1.5 (Contract Exhibits).

9.14. COVID-19 Precautions

Contractor acknowledges and agrees that the facilities requiring services under this Agreement may be occupied by COVID-19 positive individuals. As to all of Contractor's employees and agents accessing the facilities serviced under this Agreement, Contractor shall be responsible for ensuring they receive and follow all written instructions provided by County as well as applicable public health orders, guidance, best reasonable practices and other appropriate measures related to COVID-19. In addition, Contractor shall be responsible for supplying appropriate personal protective equipment to Contractor's employees and agents, which may include protective face masks, gloves, and other personal protective equipment as determined necessary by Contractor to ensure the safety of its employees and agents.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance

under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County:	To Contractor:
Martin Rivarola Program Manager Public Health Division Department of Health Services County of Sonoma 625 5th Street Santa Rosa CA 95404 707-565-6643 Martin.Rivarola@sonoma-county.org	Dave Vigo Senior Director of Purchasing San Francisco Community College District dba City College of San Francisco 50 Frida Kahlo Way, Smith Hall 118 San Francisco CA 94110 415-452-7452 dvigo@ccsf.edu

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execute this Agreement by electronic means.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

John Al-Amin, Vice Chancellor, Finance and Administration Dated
San Francisco Community College District dba City College of San Francisco

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:



Sonoma County Counsel

11-15-22

Dated

Approved as to Substance:

Ken Tasseff

Privacy & Security Officer or Designee

11/16/22

Dated

Exhibit A. Scope of Work

List of activities (including staff positions) to be contracted with CDC CCR-2109 grant funding as a partner for Years 2 and 3 (August 31, 2022 – August 30, 2024) of the Community Health Workers for COVID Response Grant Project

Activity	Time Frame	Responsible	Deliverable
Oversee and manage grant, fiscal and programmatic, communication and coordination.	Aug 31, 2022 – Aug 30, 2024	Beth Freedman Project Director	Contract compliance, employees paid, grant deliverables accomplished
Provides project leadership.	Aug 31, 2022 – Aug 30, 2024	Darouny Somsanith, CHW Coordinator	Grant coordination
Provide courses HLTH202 and HLTH 203W to Cohort #1.	Fall 2022 Aug 31, 2022 – Dec 31, 2022	Thelma Gamboa-Maldonado and Darouny Somsanith	22 CHW students pass the courses offered
Provide electives classes.	Fall 2022 Aug 31, 2022 – Dec 31, 2022	Faculty	Number of students taking electives (TBD)
Recruit and work with team of 2 CHW students to offer 4 workshops (2 English and 2 Spanish) using peer-to-peer methodology (from CHWs-to CHWs-by CHWs).	Fall 2022 Aug 31, 2022 – Dec 31, 2022	Darouny Somsanith	2 September workshops (one English and one Spanish) 2 November workshops (one English and one Spanish)
Work with County to enroll Cohort #2 students as Contractor's students.	Fall 2022 Aug 31, 2022 – Dec 31, 2022	Andrew Ciscel	33 students enrolled
Provide orientation to incoming Cohort #2 students.	Spring 2023 Jan 1, 2023 – May 31, 2023	Darouny Somsanith Andrew Ciscel	One orientation session completed

Activity	Time Frame	Responsible	Deliverable
Help Cohort #2 students waive HLTH 59 and register in HLTH 201 core CHW principles course.	Spring 2023 Jan 1, 2023 – May 31, 2023	Darouny Somsanith Andrew Ciscel	25–33 of students registered in HLTH 201
Provide course HLTH201 to Cohort #2.	Spring 2023 Jan 1, 2023 – May 31, 2023	Thelma Gamboa-Maldonado	25–33 CHW students pass the courses offered
Provide electives classes.	Spring 2023 Jan 1, 2023 – May 31, 2023	Faculty	Number of students taking electives (TBD)
Recruit and work with team of 2 CHW students to offer 8 workshops (4 English and 4 Spanish) using peer-to-peer methodology (from CHWs-to CHWs-by CHWs).	Spring 2023 Jan 1, 2023 – May 31, 2023	Darouny Somsanith	2 February workshops (one English and one Spanish) 2 March workshops (one English and one Spanish) 2 April workshops (one English and one Spanish) 2 May workshops (one English and one Spanish)
Work with County to enroll Cohort #3 students as Contractor's students.	Spring 2023 Jan 1, 2023 – May 31, 2023)	Andrew Ciscel	33 students enrolled
Work with County to identify internships.	Summer 2023 Jun 1, 2023 – Jul 31, 2023	Darouny Somsanith Andrew Ciscel	Internship opportunities for students Cohorts #2
Provide orientation to incoming Cohort #3 students.	Summer 2023 Jun 1, 2023 – Jul 31, 2023	Darouny Somsanith Andrew Ciscel	One orientation session completed

Activity	Time Frame	Responsible	Deliverable
Provide course HLTH 203 to Cohort #2 and Cohort #3.	Summer 2023 Jun 1, 2023 – Jul 31, 2023	Darouny Somsanith	50–66 CHW students pass the courses offered
Recruit and work with team of 2 CHW students to offer 4 workshops (2 English and 2 Spanish) using peer-to-peer methodology (from CHWs-to CHWs-by CHWs).	Summer 2023 Jun 1, 2023 – Jul 31, 2023	Darouny Somsanith	2 June workshops (one English and one Spanish) 2 July workshops (one English and one Spanish)
Offer HLTH 91J Advancing Language Justice for Health (CHW elective open to all).	Summer 2023 Jun 1, 2023 – Jul 31, 2023	Gayle Tang	One in-person course taught in Summer 2023
Help Cohort #2 students register in HLTH 203W internship preparation course.	Fall 2023 Aug 31, 2023 – Dec 31, 2023	Darouny Somsanith Andrew Ciscel	Number of students registered in HLTH 203
Provide courses HLTH 202 and HLTH 203W to Cohort #2.	Fall 2023 Aug 31, 2023 – Dec 31, 2023	Sonja Herbert, Darouny Somsanith	25–33 CHW students pass the courses offered
Help Cohort #3 students waive HLTH 59 and register in HLTH 201 core CHW principles course.	Fall 2023 Aug 31, 2023 – Dec 31, 2023	Darouny Somsanith Andrew Ciscel	25–33 of students registered in HLTH 201
Provide course HLTH 201 to Cohort #3.	Fall 2023 Aug 31, 2023 – Dec 31, 2023)	Thelma Gamboa-Maldonado	25–33 CHW students pass the courses offered
Provide electives classes to Cohort #2 and Cohort #3.	Fall 2023 Aug 31, 2023 – Dec 31, 2023	Faculty	Number of students taking electives (TBD)

Activity	Time Frame	Responsible	Deliverable
Recruit and work with team of 2 CHW students to offer 4 workshops (2 English and 2 Spanish) using peer-to-peer methodology (from CHWs-to CHWs-by CHWs).	Fall 2023 Aug 31, 2023 – Dec 31, 2023	Darouny Somsanith	2 September workshops (one English and one Spanish) 2 November workshops (one English and one Spanish)
Help Cohort #3 students register in HLTH 203 internship preparation course.	Spring 2024 Jan 1, 2024 – May 31, 2024	Darouny Somsanith Andrew Ciscel	Number of students registered in HLTH 203
Provide courses HLTH 202 and HLTH 203W to Cohort #3.	Spring 2024 Jan 1, 2024 – May 31, 2024	Thelma Gamboa- Maldonado, Darouny Somsanith	25–33 CHW students pass the courses offered
Recruit and work with team of 2 CHW students to offer 8 workshops (4 English and 4 Spanish) using peer-to-peer methodology (from CHWs-to CHWs-by CHWs).	Spring 2024 Jan 1, 2024 – May 31, 2024	Darouny Somsanith	2 February workshops (one English and one Spanish) 2 March workshops (one English and one Spanish) 2 April workshops (one English and one Spanish) 2 May workshops (one English and one Spanish)
Work with County to identify internships.	Spring 2024 Jan 1, 2024 – May 31 2024	Darouny Somsanith Andrew Ciscel	Internship opportunities for students Cohorts #3
Recruit and work with team of 2 CHW students to offer 4 workshops (2 English and 2 Spanish) using peer-to-peer methodology (from CHWs-to CHWs-by CHWs).	Summer 2024 Jun 1, 2024 – Jul, 31 2024	Darouny Somsanith	2 June workshops (one English and one Spanish) 2 July workshops (one English and one Spanish)

Activity	Time Frame	Responsible	Deliverable
Participate as member in monthly Advisory Council meetings to provide input for program.	Starting month: Sep 2022 – Aug 2024	Darouny Somsanith	Attended 24 monthly Advisory Council meetings
Subcontractor participates in quarterly subcontractor meetings.	Starting month: Sep 2022 – Aug 2024	Darouny Somsanith Beth Freedman	Attended 8 quarterly subcontractor meetings

Exhibit B. Budget

Description	Rate (\$/Hr)	Hours	2022-23 (\$)	Rate (\$/Hr)	Hours	2023-24 (\$)	Total (\$)
1000 Category - Faculty Salaries Instructional							
Fall 2022							
Cohort 1 HLTH 202 Thelma Gamboa-Maldonado @ 5 units	151.68	87.50	13,272.00				13,272.00
Cohort 1 HLTH 203W Darouny Somsanith @ 3 units	196.72	52.50	10,327.80				10,327.80
Electives							
HLTH 64 Sarah Wongking Tanuvasa @ 3 units	116.69	52.50	6,126.23				6,126.23
HLTH 95 Pau Crego @ 1 unit	125.44	17.50	2,195.20				2,195.20
Spring 2023							
Cohort 2 HLTH 201 Thelma Gamboa-Maldonado @ 5 units	151.68	87.50	13,272.00				13,272.00
Electives							
HLTH 66 Sonja Herbert @ 3 units	142.94	52.50	7,504.35				7,504.35
HLTH 116 Darlene Weide @ 1 unit	151.90	17.50	2,658.25				2,658.25
Summer 2023							
Cohort 2 HLTH 203 Darouny Somsanith @ 2 units PX	112.72	35.00	3,945.20				3,945.20
Electives							
HLTH 91J Gayle Tang @ 1 unit PX	112.72	17.50	1,972.60				1,972.60
HLTH 91H Thelma Gamboa-Maldonado @ 1 unit	151.68	17.50	2,654.40				2,654.40
HLTH 91C TBD @ 1 unit	134.19	17.50	2,348.33				2,348.33
HLTH 116 Darlene Weide @ 1 unit	151.90	17.50	2,658.25				2,658.25

Description	Rate (\$/Hr)	Hours	2022-23 (\$)	Rate (\$/Hr)	Hours	2023-24 (\$)	Total (\$)
Fall 2023							
Cohort 2 HLTH 202 Sonja Herbert @ 5 units				147.31	87.50	12,889.63	12,889.63
Cohort 2 HLTH 203W Darouny Somsanith @ 3 units				201.81	52.50	10,595.03	10,595.03
Cohort 3 HLTH 201 Thelma Gamboa-Maldonado @ 5 units				151.68	87.50	13,272.00	13,272.00
Electives							
HLTH 64 Sarah Wongking Tanuvasa @ 3 units				121.06	52.50	6,355.65	6,355.65
HLTH 95 Pau Crego @ 1 unit				125.44	17.50	2,195.20	2,195.20
Spring 2024							
Cohort 3 HLTH 202 Thelma Gamboa-Maldonado @ 5 units				151.68	87.50	13,272.00	13,272.00
Electives							
HLTH 66 Sonja Herbert @ 3 units				147.31	52.50	7,733.78	7,733.78
HLTH 116 Darlene Weide @ 1 unit				151.90	17.50	2,658.25	2,658.25
Summer 2024							
Cohort 3 HLTH 203 Darouny Somsanith @ 2 units				112.72	35.00	3,945.20	3,945.20
Cohort 3 HLTH 203W Darouny Somsanith @ 3 units				112.72	52.50	5,917.80	5,917.80
Electives							
HLTH 91J Gayle Tang @ 1 unit PX				112.72	17.50	1,972.60	1,972.60
HLTH 91H Thelma Gamboa-Maldonado @ 1 unit				151.68	17.50	2,654.40	2,654.40
HLTH 91C TBD @ 1 unit				134.19	17.50	2,348.33	2,348.33
HLTH 116 Darlene Weide @ 1 unit				151.90	17.50	2,658.25	2,658.25

Description	Rate (\$/Hr)	Hours	2022-23 (\$)	Rate (\$/Hr)	Hours	2023-24 (\$)	Total (\$)
1000 Category - Faculty Salaries Instructionally-Related/Non-Instructional							
Project Leadership & Student Support							
Beth Freedman, Project Director @ 3 units/20% FTE	232.32	105.00	24,393.60	232.32	105.00	24,393.60	48,787.20
Darouny Somsanith, CHW Coordinator @ 6 units/40% FTE	196.72	210.00	41,311.20	196.72	210.00	41,311.20	82,622.40
Gayle Tang, CHW Elective Development and Workshops @ 3 units/20% FTE	181.46	105.00	19,053.30				19,053.30
Sarah Wongking Tanuvasa @ 2 units Enrollment and Course Support	116.69	70.00	8,168.30	116.69	70.00	8,168.30	16,336.60
CHW Professional Development & Training Workshop Support							
CHW Workshop Development, Sarah Wongking Tanuvasa @ 1 unit/yr	116.69	35.00	4,084.15	116.69	35.00	4,084.15	8,168.30
Online Training and Course Development:							
HLTH 64, 3 units, Sarah Wongking Tanuvasa	116.69	52.50	6,126.23				6,126.23
HLTH 201, 4 units, Thelma Gamboa-Maldonado	151.68	70.00	10,617.60				10,617.60
HLTH 66, 3 units Sonja Herbert	142.94	52.50	7,504.35				7,504.35
Summer Full-Time Faculty Work							
Beth Freedman, Project Director @ 140 hours	53.76	140.00	7,526.40	53.76	140.00	7,526.40	15,052.80
Darouny Somsanith, CHW Coordinator @ 140 hours	48.14	140.00	6,739.60	48.14	140.00	6,739.60	13,479.20
Gayle Tang, CHW Workshops and CHW Elective @ 140 hours	48.14	140.00	6,739.60				6,739.60
Subtotal			211,198.94			180,691.37	391,890.31

Description	Rate (\$/Hr)	Hours	2022-23 (\$)	Rate (\$/Hr)	Hours	2023-24 (\$)	Total (\$)
2000 Category - Classified Salaries							
Eric Lewis, Assistant Grant Manager @ 20% FTE for Academic Year (Fall/Spring)	48.42	352.00	17,043.84	48.42	352.00	17,043.84	34,087.68
1 Peer Mentor @ \$16.32/hr for 15 hrs/wk for 15 wks for Fall 2022	16.32	225.00	3,672.00				3,672.00
Andrew Ciscel, Summer CHW Workshop and Course Support for 160 hours	48.42	160.00	7,747.20	48.42	160.00	7,747.20	15,494.40
Eric Lewis, Summer CHW Grant Support for 160 hours	48.42	160.00	7,747.20	48.42	160.00	7,747.20	15,494.40
Subtotal			36,210.24			32,538.24	68,748.48
3000 Category - Employee Benefits							
Academic @ 34.9%			73,708.39			63,061.25	136,769.64
Classified @ 50.22%			16,340.70			16,340.70	32,681.40
Subtotal			90,049.09			79,401.95	169,451.04
4000 Category - Supplies/Materials							
Office Supplies			500.00			500.00	1,000.00
Instructional Supplies			500.00			500.00	1,000.00
Textbooks @ \$115 each for 35 students			4,025.00			4,025.00	8,050.00
Computers			1,000.00			0.00	1,000.00
Transportation- 90 miles round trip @ \$0.56/mile			403.20			504.00	907.20
Subtotal			6,428.20			5,529.00	11,957.20

Description	Rate (\$/Hr)	Hours	2022-23 (\$)	Rate (\$/Hr)	Hours	2023-24 (\$)	Total (\$)
5000 - Consulting, Contracts, Licensing, Tuition							
CHW Training and Profession Development @ \$450 per person per training for 2 people/workshop for 8 trainings/year	450 per person		7,200.00			7,200.00	14,400.00
Student Tuition for 35 students per Cohort 1 and Cohort 2 for 17-18 units/student	1,100.00	35.00	38,500.00	1,100.00	35.00	38,500.00	77,000.00
Subtotal			45,700.00			45,700.00	91,400.00
Total			389,586.47			343,860.56	733,447.03

Exhibit C. Insurance Requirements
(Template 5 – Rev 2021 Feb 3)

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. ***Required Evidence of Insurance:*** Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

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- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as **additional insureds** for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. ***Required Evidence of Insurance***
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. ***Required Evidence of Insurance:*** Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
 - c. If Contractor's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.
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- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. ***Required Evidence of Insurance:*** Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively,

County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.