

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

103



**FROM:** Community Health Agency/Department of Public Health

**SUBMITTAL DATE:**  
November 12, 2009

**SUBJECT:** Approve the Single Source Agreement with Fair Housing Council of Riverside

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

- 1) Approve the Single Source Agreement with the Fair Housing Council of Riverside and the County of Riverside Community Health Agency, Department of Public Health, Office of Industrial Hygiene, in the amount of \$80,000 for the period of October 1, 2009 to September 30, 2011, and
- 2) Authorize the Chairperson to execute five (5) originals of Agreement.

**BACKGROUND (Continued on Page 2):**

MH/ys

*Susan D. Harrington*  
Susan Harrington, Director  
Department of Public Health

|                       |                               |           |                         |       |
|-----------------------|-------------------------------|-----------|-------------------------|-------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 33,300 | In Current Year Budget: | YES   |
|                       | Current F.Y. Net County Cost: | \$ 0      | Budget Adjustment:      | NO    |
|                       | Annual Net County Cost:       | \$ 0      | For Fiscal Year:        | 09/10 |

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <b>SOURCE OF FUNDS:</b><br>100% Federal Funds | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
|   | Requires 4/5 Vote                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Michael R. Shetler*  
Michael R. Shetler

**County Executive Office Signature**

*(Large blank area for signature)*

Prev. Agn. Ref.: 12/09/08 3.19      District: ALL      Agenda Number: **3.12**

FORM APPROVED BY COUNTY COUNSEL  
BY: *NEAL R. KIPNIS* DATE: \_\_\_\_\_  
Departmental Concurrence

Purchasing: *Mark Seller*  
Mark Seller, Assistant Director

Dep't Recomm.:  Polic y  
Per Exec. Ofc.:  Polic y  
  
 Consent       Consent

**SUBJECT:** Approve the single source Agreement with Fair Housing Council of Riverside for the provision of services for Housing and Urban Development (HUD) funded Lead Hazard Control Program (LHC). (Contract #10-018)

**BACKGROUND:**

The Department of Public Health, Office of Industrial Hygiene HUD Lead Hazard Control Program provides lead poisoning prevention education and lead hazard control to reduce risks in the home improvement. On December 9, 2008, Item 3.19, the Board of Supervisors approved a Notice of Award (N of A) from the United States Department of Housing and Urban Development (HUD) for \$3,000,000 for Lead-Based Paint Hazard Control and authorized the Purchasing Agent to sign the HUD 1044 (Assistant Award). On January 14, 2009 the Purchasing Agent signed the HUD 1044 to accept the funds for this grant.

The DOPH is requesting approval for a single source agreement with the Fair Housing Council of Riverside County (FHC). FHC was identified in the grant application to HUD as the only Riverside County provider with the special skills, knowledge, and experience to perform lead-based paint hazard awareness, outreach, education, and referrals as required in the grant. FHC also has extensive experience as an advocate for fair housing, a proven track record working with landlords on lead based paint hazards, and an anti-discrimination reputation in the community. This combination of skills and experience has further positioned the FHC as the only Riverside County provider with the ability to provide the scope of services needed to meet the objectives for the grant.

The Fair Housing Council of Riverside will provide awareness training and technical assistance workshops to tenants, landlords, and the community regarding lead-based hazards. Staff will investigate complaints of housing violations and sub-standard living conditions in rental homes. Referrals will be made to The Office of Industrial Hygiene for further information, emphasizing the importance of testing children living in "at risk" settings. Outreach is targeted to low-income family housing where the likelihood of a lead-based problem exists.

**Financial Data:**

The HUD grant was received January 1, 2009. Fair Housing Council was identified in the HUD grant agreement as a subcontractor to assist in completing the program objectives. The final budget from Fair Housing Council was received in July 2009.

Total current agreement is for 22 months, 10/1/09-9/30/11 for a total of \$80,000. The Contractor supplies an \$8,500 soft match that requires no County Funds.

Estimated:

| FY 09/10 | FY 10/11 | FY 11/12 | TOTAL \$ |
|----------|----------|----------|----------|
| \$33,300 | \$40,000 | \$6,700  | \$80,000 |

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



|  |                               |   |                       |
|--|-------------------------------|---|-----------------------|
| COUNTY DEPT/DIVISION<br>DOPH/ Community Health Agency                          |                               | CONTRACT NO.<br>10-018                                    | RFP NO.<br>N/A        |
| FUND:<br>10000   | DEPARTMENT IDs:<br>4200101500 | PROJECT-GRANT<br>HS100061                                 | PROGRAM<br>N/A        |
| CLASS/LOCATION:<br>6610-33209  |                               | CONTRACT AMOUNT<br>\$80,000                               | ACCOUNT NO.<br>525440 |
| PERIOD OF PERFORMANCE: October 1, 2009 through September 30, 2011              |                               |   |                       |
| COUNTY CONTACT:<br>Marsie Huling (951) 358-4349                                |                               | CONTRACTOR REPRESENTATIVE:<br>Monica Lopez (951) 682-6581 |                       |
| PROGRAM NAME: Housing and Urban Development funded Lead Hazard Control Program |                               |   |                       |

This Agreement is made and entered into by and between the County of Riverside a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as ("COUNTY"), and The Fair Housing Council of Riverside County, Inc. hereinafter referred to as ("CONTRACTOR"),

**WITNESSETH:**

**WHEREAS**, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons who are special trained, experienced, and competent to perform the services required; and

**WHEREAS**, COUNTY has applied for and received a Housing and Urban Development (HUD) grant CALHB0383-08 to reduce Lead-Based Paint Hazards in Residential Homes; and

**WHEREAS**, the CONTRACTOR is a non-profit agency dedicated to protecting tenants from illegal housing discrimination and was identified in the grant as being partner in the proposed program and the expertise, special skills, knowledge, and experience to perform the duties set out herein;

**NOW, THEREFORE**, in consideration of the recitals and the mutual obligations of the parties expressed herein, both COUNTY and CONTRACTOR do hereby expressly agree as follows: in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 13, Exhibit A, consisting of six (6) page(s), Exhibit B, consisting of two (2) page(s), Exhibit C, consisting of twelve (12) page(s) and attached hereto and incorporated herein.

**CONTRACTOR**

**The Fair Housing Council of Riverside County, Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**COUNTY**

By \_\_\_\_\_  
Chairman, Board of Supervisors

Print Name \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: Clerk of the Board

By \_\_\_\_\_

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE \_\_\_\_\_

1 **1. DESCRIPTION OF SERVICES-** CONTRACTOR shall provide all services as  
2 outlined and specified in Exhibit A, consisting of six (6) page(s), attached hereto and by  
3 this reference incorporated herein.

4  
5 **2. PERIOD OF PERFORMANCE.**

6 **2.1** This Agreement shall be deemed terminated and of no further force and  
7 effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the  
8 event of such termination, CONTRACTOR shall be entitled to reimbursement of its  
9 costs in accordance with Section 3, COMPENSATION.

10 **2.2** This Agreement shall be effective on October 1, 2009 through  
11 September 30, 2011 unless sooner terminated as specified in Sections 4,  
12 AVAILABILITY OF FUNDING, or 14, TERMINATION.

13  
14 **3. COMPENSATION.**

15 **3.1** In consideration of services provided by CONTRACTOR pursuant to this  
16 Agreement, CONTRACTOR shall be entitled to receive payment as specified in Exhibit  
17 B, PAYMENT PROVISIONS, consisting of two (2) page(s), attached hereto and by this  
18 reference incorporated herein.

19 **3.2** Maximum payment by COUNTY to CONTRACTOR shall not exceed  
20 eighty thousand dollars (\$80,000), including all expenses.

21  
22  
23 **4. AVAILABILITY OF FUNDING.**

24 **4.1** It is mutually agreed and understood that the obligation of the COUNTY  
25 is limited by and contingent upon the availability of funds forthcoming from the U.S.  
26 Department of Housing and Urban Development (HUD) for the reimbursement of  
27 CONTRACTOR'S fees. In the event that such funds are not forthcoming for any  
28 reason, COUNTY shall immediately notify CONTRACTOR in writing.

1           **4.2**     No legal liability on the part of the COUNTY shall arise for payment  
2 beyond the Contract performance period unless funds are available for such  
3 performance.

4  
5           **5.     HOLD HARMLESS/INDEMNIFICATION.**

6           **5.1**     CONTRACTOR shall indemnify and hold harmless the County of  
7 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
8 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
9 agents and representatives (individually and collectively hereinafter referred to as  
10 Indemnities) based or asserted upon any services of CONTRACTOR, its officers,  
11 employees, subcontractors, agents or representatives arising out of or in any way  
12 relating to this Agreement, including but not limited to property damage, bodily injury, or  
13 death or any other element of any kind or nature whatsoever arising from the  
14 performance of CONTRACTOR, its officers, employees, subcontractors, agents or  
15 representatives Indemnities from this Agreement. CONTRACTOR shall defend, at its  
16 sole expense, all costs and fees including, but not limited, to attorney fees, cost of  
17 investigation, defense and settlements or awards, the Indemnities in any claim or action  
18 based upon such alleged acts or omissions.

19           **5.2**     With respect to any action or claim subject to indemnification herein by  
20 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel  
21 of their own choice and shall have the right to adjust, settle, or compromise any such  
22 action or claim without the prior consent of COUNTY; provided, however, that any such  
23 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
24 CONTRACTOR'S indemnification to Indemnities as set forth herein.

25           **5.3**     CONTRACTOR'S obligation hereunder shall be satisfied when  
26 CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving  
27 COUNTY from any liability for the action or claim involved.  
28

1           **5.4**       The specified insurance limits required in this Agreement shall in no way  
2 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the  
3 Indemnities herein from third party claims.

4           **5.5**       In the event there is conflict between this clause and California Civil  
5 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
6 Such interpretation shall not relieve the CONTRACTOR from indemnifying the  
7 Indemnities to the fullest extent allowed by law.

8  
9           **6.       INDEPENDENT CONTRACTOR.**

10           **6.1**       It is the parties' intention that CONTRACTOR is an independent  
11 CONTRACTOR and not an employee of the COUNTY, and in conformity, therewith that  
12 CONTRACTOR shall retain sole and absolute discretion and judgment in the manner  
13 and means of carrying out his/her duties. Therefore, CONTRACTOR is fully aware no  
14 relationship of employer-employee exists between the parties hereto. CONTRACTOR  
15 shall not be entitled to any benefits payable to employees of COUNTY including  
16 COUNTY Workers' Compensation benefits. COUNTY is not required to make any  
17 deductions from the compensation payable to CONTRACTOR under the provisions of  
18 this Agreement; and as an independent CONTRACTOR, CONTRACTOR hereby holds  
19 COUNTY harmless from any and all claims that may be made against COUNTY based  
20 upon any contention by any third party that an employer-employee relationship exists  
21 because of this Agreement.

22           **6.2**       It is further understood and agreed by the parties hereto that  
23 CONTRACTOR in the performance of its obligation hereunder is subject to the control  
24 or direction of COUNTY merely as to the result to be accomplished by the services  
25 hereunder agree to render and perform and not as to the means and methods for  
26 accomplishing the results.  
27  
28

1 **7. INSURANCE** - CONTRACTOR shall procure and maintain or cause to be  
2 maintained, at its sole cost and expense, the following insurance coverage during the  
3 term of this Contract.

4 **7.1 Workers' Compensation:**

5 If CONTRACTOR has employees as defined by the State of California,  
6 CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as  
7 prescribed by the laws of the State of California. Policy shall include Employers' Liability  
8 (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per  
9 person per accident. Policy shall be endorsed to waive subrogation in favor of the  
10 County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate  
11 Employer Endorsement.

12 **7.2 Commercial General Liability:**

13 Commercial General Liability insurance coverage, including but not limited  
14 to, premises liability, contractual liability, completed operations, personal and  
15 advertising injury covering claims which may arise from or out of CONTRACTOR's  
16 performance of its obligations hereunder. Policy shall name the County of Riverside,  
17 special districts, their respective directors, officers, Board of Supervisors, elected  
18 officials, employees, agents or representatives as an Additional Insured. Policy's limit of  
19 liability shall not be less than \$1,000,000 per occurrence combined single limit. If such  
20 insurance contains a general aggregate limit, it shall apply separately to this agreement  
21 or be no less than two (2) times the occurrence limit.

22 **7.3 Vehicle Liability:**

23 If vehicles or mobile equipment are used in the performance of the obligations  
24 under this Agreement, CONTRACTOR shall maintain liability insurance for all owned,  
25 non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence  
26 combined single limit. If such insurance contains a general aggregate limit, it shall  
27 apply separately to this agreement or be no less than two (2) times the occurrence limit.  
28 Policy shall name the County of Riverside, special districts, their respective directors,  
officers, Board of Supervisors, elected officials, employees, agents, or representatives  
as an Additional Insured.

**7.4 General Insurance Provisions - All lines:**

1  
2           **7.4.1** Any insurance carrier providing insurance coverage  
3 hereunder shall be admitted to the State of California and have an A.M. BEST rating of  
4 not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the  
5 County Risk Manager. If the County's Risk Manager waives a requirement for a  
6 particular insurer such waiver is only valid for that specific insurer and only for one  
7 policy term.

8           **7.4.2** The CONTRACTOR'S insurance carrier(s) must declare  
9 its insurance deductibles or self-insured retentions. If such deductibles or self-insured  
10 retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall  
11 have the prior written consent of the County Risk Manager before the commencement  
12 of operations under this Agreement. Upon notification of deductibles or self insured  
13 retentions which are deemed unacceptable to the County, at the election of the  
14 County's Risk Manager, CONTRACTOR carriers shall either; 1) reduce or eliminate  
15 such deductibles or self-insured retentions as respects this Agreement with the County,  
16 or 2) procure a bond which guarantees payment of losses and related investigations,  
17 claims administration, defense costs and expenses.

18           **7.4.3** The CONTRACTOR shall cause their insurance carrier(s)  
19 to furnish the County of Riverside with 1) a properly executed original Certificate(s) of  
20 Insurance and certified original copies of Endorsements effecting coverage as required  
21 herein; or, 2) if requested to do so orally or in writing by the County Risk Manager,  
22 provide original Certified copies of policies including all Endorsements and all  
23 attachments thereto, showing such insurance is in full force and effect. Further, said  
24 Certificate(s) and policies of insurance shall contain the covenant of the insurance  
25 carrier(s) shall provide no less than thirty (30) days written notice be given to the County  
26 of Riverside prior to any material modification or cancellation of such insurance. In the  
27 event of a material modification or cancellation of coverage, this Agreement shall  
28 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 and the insurance required herein is in full force and effect.

1 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the  
2 original endorsements for each policy and the Certificate of Insurance.

3 **7.4.4** It is understood and agreed by the parties hereto and the  
4 CONTRACTOR'S insurance company(s), that the Certificate(s) of Insurance and  
5 policies shall so covenant and shall be construed as primary insurance, and the  
6 County's insurance and/or deductibles and/or self-insured retentions or self-insured  
7 programs shall not be construed as contributory.

8 **7.4.5** If, during the term of this Agreement or any extension  
9 thereof, there is a material change in the scope of services or performance of work the  
10 Risk Manager of the County of Riverside reserves the right to adjust the types of  
11 insurance required under this Agreement and the monetary limits of liability for the  
12 insurance coverage required herein, if, in the County Risk Manager's reasonable  
13 judgment, the amount or type of insurance carried by the CONTRACTOR has become  
14 inadequate.

15 **7.4.6** CONTRACTOR shall pass down the insurance obligations  
16 contained herein to all tiers of CONTRACTOR'S working under this Agreement

## 17 **8. LICENSE.**

18 **8.1** CONTRACTOR shall, through the term of this Agreement, maintain all  
19 licenses necessary for the provision of the services hereunder and required by the laws  
20 and regulations of the United States, the State of California, County of Riverside, and all  
21 other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in  
22 writing, of inability to obtain or maintain such license. Said inability shall be cause for  
23 termination of this Agreement.

24 **8.2** CONTRACTOR shall ensure that CONTRACTOR'S employees, agents  
25 and other CONTRACTOR'S performing services under the terms of this Agreement are  
26 in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to  
27 notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of  
28 CONTRACTOR'S employees, agents and other CONTRACTOR'S, to obtain or maintain  
such license(s). Said inability shall be cause for termination of this Agreement.

1           **8.3**     A copy of each such license, permit, approval, waiver, exemption,  
2 registration, accreditation, and certificate shall be provided to Contracts Administration.

3           **8.4**     Further, CONTRACTOR hereby agrees to abide by the standards of  
4 medical practice of the profession when performing services hereunder.

5  
6 **9.    RECORDS AND DOCUMENTS.**

7           **9.1**     CONTRACTOR shall make available, upon written request by any duly  
8 authorized Federal, State or COUNTY agency, a copy of this Agreement and such  
9 books, documents and records as are necessary to certify the nature and extent of the  
10 costs of the services provided by CONTRACTOR. All such books and records shall be  
11 maintained by CONTRACTOR for at least five years from the termination of this  
12 Agreement.

13           **9.2**     CONTRACTOR to provide COUNTY with reports and information relative  
14 to this Agreement and in accordance with terms set forth herein, as may be requested  
15 by COUNTY.

16  
17 **10.   EDD REPORTING REQUIREMENTS** - In order to comply with child support  
18 enforcement requirements of the State of California, the County of Riverside may be  
19 required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the  
20 Employment Development Department. The selected CONTRACTOR agrees to furnish  
21 the required CONTRACTOR data and certifications to the County of Riverside within 10  
22 days of notification of award of contract when required by the EDD. It is expressly  
23 understood that this data will be transmitted to governmental agencies charged with the  
24 establishment and enforcement of child support orders and for no other purposes and  
25 will be held confidential by those agencies. Failure of the CONTRACTOR to timely  
26 submit the data and/or certificates required may result in contract being awarded to  
27 another CONTRACTOR. In the event a contract has been issued, failure of the  
28 CONTRACTOR to comply with all federal and state reporting requirements for child  
support enforcement or to comply with all lawfully served Wage and Earnings

1 Assignments Orders and Notices of Assignment shall constitute a material breach of  
2 contract. Failure to cure such breach within 60 calendar days of notice from the County  
3 shall constitute grounds for termination of the contract.

4 If you have any questions concerning this reporting requirement, please call  
5 (916) 657-0529. You may also contact your local Employment Tax Customer Service  
6 Office listed in your telephone directory in the State Government section under  
7 "Employment Development Department," or you may access their Internet site at  
8 [www.edd.ca.gov](http://www.edd.ca.gov).

9 **11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

10 **"HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) -**

11 CONTRACTOR shall comply with the regulations of the Health Insurance portability and  
12 Accountability Act (HIPAA), as set forth in Exhibit C HIPAA BUSINESS ASSOCIATED  
13 AGREEMENT, attached and incorporated herein."

14 **12. OSHA REGULATIONS -** CONTRACTOR hereby certifies awareness of the  
15 Occupational Safety and Health Administration (OSHA) standards and codes as set  
16 forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws  
17 and regulations relating thereto, and verifies that all performance under this Agreement  
18 shall be in compliance therewith.

19 **13. MONITORING -** CONTRACTOR hereby agrees to establish procedures for  
20 self monitoring and shall permit an appropriate official of the COUNTY, State or Federal  
21 government to monitor, assess or evaluate CONTRACTOR'S performance under this  
22 Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

23 **14. TERMINATION -** Either party may terminate this Agreement, without cause,  
24 upon thirty (30) working days written notice served upon the other party. Should  
25 COUNTY determine that there is basis for termination for cause; such termination shall  
26  
27  
28

1 be effective immediately upon receipt by CONTRACTOR of such notice of termination  
2 by certified mail.

3  
4 **15. FORCE MAJEURE.**

5 **15.1** In the event CONTRACTOR is unable to comply with any provision of  
6 this agreement due to causes beyond their control such as acts of God, acts of war, civil  
7 disorders, or other similar acts, CONTRACTOR will not be held liable to COUNTY for  
8 such failure to comply.

9 **15.2** In the event COUNTY is unable to comply with any provision of this  
10 agreement due to causes beyond their control such as acts of God, acts of war, civil  
11 disorders, or other similar acts, COUNTY will not be held liable to CONTRACTOR for  
12 such failure to comply.

13  
14 **16. NONDISCRIMINATION AND ELIGIBILITY.**

15 **16.1** The CONTRACTOR shall not discriminate in the provision of services,  
16 allocation of benefits, accommodation in facilities, or employment of personnel, on the  
17 basis of ethnic group identification, race, color, creed, ancestry, religion, national origin,  
18 sexual preference, sex, age (over 40), marital status, medical attention, or physical or  
19 mental handicap, and shall comply with all other requirements of law regarding  
20 nondiscrimination and affirmative action including those laws pertaining to the  
21 prohibition of discrimination against qualified handicapped persons in all programs or  
22 activities.

23 **16.2** For the purpose of this Agreement, distinctions on the grounds of race,  
24 religion, color, sex, national origin, age, or physical or mental handicap include, but are  
25 not limited to, the following:

26 **16.2.1** Denying an eligible person or providing to an eligible person any  
27 services or benefit which is different, or is provided in a different manner or at a  
28 different time from that provided to other eligible persons under this Agreement.

1           **16.2.2** Subjecting an eligible person to segregation or separate  
2 treatment in any matter related to his receipt of any service, except when  
3 necessary for infection control.

4           **16.2.3** Restricting an eligible person in any way in the enjoyment of any  
5 advantage or privilege enjoyed by others receiving a similar service or benefit.

6           **16.2.4** Treating an eligible person differently from others in determining  
7 whether he satisfied any eligibility, membership, or other requirement or condition  
8 which individuals must meet in order to be provided a similar service or benefit.

9           **16.2.5** The assignment of times or places for the provision of services on  
10 the basis of race, religion, color, sex, national origin, age, or physical or mental  
11 handicap of the eligible person to be served.

12 **17. CONFLICT OF INTEREST - CONTRACTOR and CONTRACTOR'S**  
13 employees shall have no interest, and shall not acquire any interest, direct or indirect,  
14 which will conflict in any manner or degree with the performance of services required  
15 under this Agreement.

16 **18. ALTERATION.**

17           **18.1** No alteration or variation of the terms of this Agreement shall be valid  
18 unless made in writing and signed by the parties hereto, and no oral understanding or  
19 agreement not incorporated herein, shall be binding on any of the parties hereto.

20           **18.2** Only the County Board of Supervisors or the County Purchasing  
21 Agent may authorize any alteration or revision of this Agreement. The parties expressly  
22 recognize that County personnel are without authorization to either change or waive any  
23 requirements of this Agreement.

24  
25  
26 **19. SEVERABILITY-** If any provision in this Agreement is held by a court of  
27 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
28 nevertheless continue in full force without being impaired or invalidated in any way.

1  
2 **20. ASSIGNMENT** - CONTRACTOR may not delegate the obligations  
3 hereunder, either in whole or in part, without prior written consent of COUNTY provided,  
4 however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be  
5 carried out by means of subcontracts if approved by COUNTY. No subcontract shall  
6 terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this  
7 Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in  
8 part, without the prior written consent of COUNTY. Any attempted assignment or  
9 delegation in derogation of this paragraph shall be void. A change in the business  
10 structure of CONTRACTOR, including but not limited to, change in the majority  
11 ownership, change in the form of CONTRACTOR'S business organization,  
12 management of CONTRACTOR, CONTRACTOR'S ownership of other business  
13 dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by  
14 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.  
15

16 **21. ADMINISTRATION** - The COUNTY Director of the Community Health Agency,  
17 or designee, shall administer this Agreement on behalf of the COUNTY.  
18

19 **22. WAIVER** - Any waiver by COUNTY of any breach of any one or more of the  
20 terms of this Agreement shall not be construed to be a waiver of any subsequent or  
21 other breach of the same or of any other term thereof. Failure on the part of the  
22 COUNTY to require exact, full and complete compliance with any terms of this  
23 Agreement shall not be construed as in any manner changing the terms hereof or  
24 stopping COUNTY from enforcement hereof.  
25

26 **23. JURISDICTION, VENUE, ATTORNEY FEES**- This Agreement shall be  
27 governed by, and construed in accordance with, the laws of the State of California.  
28 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the

1 State of California for all purposes regarding this Agreement and further agrees and  
2 consents that venue of any action brought hereunder shall be exclusively in the County  
3 of Riverside, California.

4 **24. CAPTIONS AND PARAGRAPH HEADINGS -** Captions and paragraph  
5 headings used in this Agreement are for convenience only and are not a part of this  
6 Agreement and shall not be used in construing this Agreement.

7 **25. NOTICES-** All correspondence and notices required or contemplated by this  
8 Agreement shall be delivered to the respective parties at the addresses set forth below  
9 and are deemed submitted one day after their deposit in the United States mail, postage  
10 prepaid:

11  
12 **COUNTY:**

13 County of Riverside, Community Health Agency  
14 Internal Support Procurement & Contracts Administration  
15 4065 County Circle Drive  
16 Riverside, CA 92503

17 **CONTRACTOR:**

18 The Fair Housing Council of Riverside County, Inc.  
19 P.O Box 1068  
20 Riverside, CA 90502-1068

21 or to such other address(es) as the parties may hereafter designate.  
22  
23  
24

25 **///**

26 **//**

27 **/**

28 **MS/ys**

**EXHIBIT A****COUNTY AND THE FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.  
2005-2008 LEAD-BASED PAINT HAZARD CONTROL PROGRAM  
SCOPE OF SERVICES**

The Fair Housing Council of Riverside, Inc. (CONTRACTOR) agreed to be a collaborating partner in providing services under the County of Riverside Community Health Agency, Office of Industrial Hygiene (COUNTY) agreement with the U.S. Housing and Urban Development (HUD) Lead Hazard Control Program (LHC) Grant.

**1. BACKGROUND**

CONTRACTOR is a non-profit, grant funded organization whose mission is to protect tenants from illegal housing discrimination. They investigate various allegations of housing discrimination, prepare housing discrimination cases for prosecution, educate tenants and landlords on anti-discrimination/fair housing regulations, conduct inspections of rental units, etc.

There are many documented cases in which landlords have refused to rent to families with small children because they know or suspect their properties contain lead-based paint, and other possible environmental hazards. To the landlord, allowing a family to rent a property containing lead paint, or other possible environmental hazards, may present a liability. Such a practice is considered a form of housing discrimination and is actionable under the law. In COUNTY's grant application to HUD, CONTRACTOR was specifically identified as a partner in the program.

CONTRACTOR hereby agrees to the following scope of services for the purpose of supporting COUNTY in its LHC. CONTRACTOR will work in partnership with

1 COUNTY to increase general community awareness of lead-based paint and other  
2 environmental hazards, recruit client families for the LHC and to affirmatively further fair  
3 housing by providing the following:

4 **2. LANDLORD / TENANT / COMMUNITY EDUCATIONAL WORKSHOPS**

5 **2.1** Hold technical assistance workshops lasting approximately five (5) hours  
6 each where a total of 150 individuals will be trained. Each workshop will include general  
7 lead-based paint and other home-based hazard awareness lasting a minimum of 30  
8 minutes, including a question and answer session. At least three (3) of these  
9 workshops will be conducted in the eastern region of Riverside County which includes  
10 the Rural Empowerment Zone. Content of this awareness training will include the  
11 following:  
12  
13

14 **2.1.1** The prevalence of lead-based paint;

15 **2.1.2** Its toxic nature (especially its effect on children);

16 **2.1.3** The identification of risk factors for childhood lead poisoning;

17 **2.1.4** The importance of testing "at risk" children for lead poisoning;

18 **2.1.5** Proper management techniques of lead-containing painted surfaces;

19 **2.1.6** State and federal laws regarding lead-based paint;

20 **2.1.7** Information about harmful substances in homes and the responsibility  
21 of the property owner to address such problems;

22 **2.1.8** Information about the state Indoor Air Quality website www.CAL-  
23 IAQ.ORG

24 **2.1.9** Educational materials will be provided by COUNTY for distribution at  
25 these workshops.  
26  
27  
28

1           **2.2** The specific content of these presentations shall be developed under the  
2 direction of COUNTY.

3           **2.3** On a quarterly basis, CONTRACTOR will provide COUNTY with copies of  
4 attendance logs for each workshop, in addition to the total number of individuals trained  
5 during the quarter.

6           **2.4** CONTRACTOR shall also document the quantity and types of printed  
7 educational materials distributed at these workshops and provide copies of this  
8 documentation to COUNTY on a quarterly basis.

### 9           **3. COMPLIANCE MONITORING**

10           **3.1** CONTRACTOR will monitor 60 rental housing units treated by the  
11 COUNTY'S LHC program from 2005-2009.

12           **3.2** Monitoring to commence the first quarter of this agreement and extend  
13 through the end of the contract. Monitoring to include the following activities at a  
14 minimum:  
15

16           **3.2.1** Checking the current rental price to ensure that treated units remain  
17 affordable during the length of the agreement;

18           **3.2.2** Ensuring there is no discrimination against families with children by  
19 means of phone testing

20           **3.2.3** Physically visiting the properties to see how there are being  
21 maintained.  
22

23           **3.3** The findings of these monitoring activities will be documented in a format as  
24 required by COUNTY and delivered on a quarterly basis along with other required  
25 reporting forms.  
26  
27  
28

1 **4. GENERAL COMMUNITY OUTREACH, EDUCATION, AND REFERRAL**

2 **4.1** Promote LHC program countywide via media outlets such as public service  
3 announcements via community channels, etc. All promotional media will be authorized  
4 by COUNTY prior to publication. All resulting phone inquiries will be documented and  
5 screened for LHC eligibility.

6  
7 **4.2** CONTRACTOR will conduct general community LHC outreach by way of  
8 community fairs, events and/or door to door canvassing, in an effort to gather eligible  
9 client referrals for LHC. Potential clients will be screened for LHC eligibility.

10  
11 **4.3** CONTRACTOR receives phone inquiries regarding environmental housing  
12 hazards and sub-standard living conditions, such as peeling/deteriorating paint in pre-  
13 1978 homes and excessive moisture or mold. Such phone inquiries will be documented  
14 and screened for LHC eligibility.

15  
16 **4.4** The following information will be gathered during outreach activities and  
17 phone inquiries to assess eligibility for LHC or other available HUD programs and  
18 delivered in a format as required by COUNTY:

19  
20 **4.4.1** Date of contact;

21 **4.4.2** Address of residential unit and approximate year built;

22 **4.4.3** Age of children residing or spending a significant amount of time in  
23 home;

24 **4.4.4** Income level as compared to Median Family Income (MFI) for local  
25 area.

26 **4.4.5** The presence of peeling paint or other indications of lead hazards  
27 (landlord dry sanding painted surfaces, etc.);

28 **4.4.6** Type of housing (Single family housing, mobile home, etc.)

1           **4.4.7** Number of bedrooms

2           **4.4.8** If any resident children have been diagnosed with asthma;

3           **4.4.9** Name and phone of landlord or rental manager.

4  
5           **4.5** CONTRACTOR will submit 180 client referrals to COUNTY for possible  
6 enrollment of families who meet minimum LHC requirements. For further information,  
7 CONTRACTOR will provide information about lead safe paint practices and indoor air  
8 quality, and will emphasize the importance in accessing the State website.

9  
10          **4.6** CONTRACTOR staff representative shall attend monthly LHC meetings, as  
11 required.

12 **5.        CONDUCT LEAD SAFE TRAINING WORKSHOP FOR MAINTENANCE**  
13 **WORKERS, LANDLORDS AND HOMEOWNERS**

14  
15          CONTRACTOR will conduct one day lead-safe work practice workshops  
16 resulting in a total of 85 trained homeowners, students, and maintenance workers.  
17 CONTRACTOR will be initially trained by COUNTY to administer the HUD approved  
18 curriculum. All training materials, facilities and attendees will be provided by  
19 CONTRACTOR.

20  
21 **6.        SUBMITTAL OF REPORTS**

22          CONTRACTOR will submit all reports described in Exhibit A no later than 15  
23 days after the end of the quarter. Quarterly reports will be submitted electronically to  
24 [mhuling@co.riverside.ca.us](mailto:mhuling@co.riverside.ca.us) utilizing format designated by COUNTY which may be  
25 modified by COUNTY at any time.

7. IN-KIND SUPPORT THROUGH THE FOLLOWING ACTIVITIES

| Category  | Amount          |
|---|-----------------|
| Administration  | \$ 3,400        |
| Office Space  | \$ 460          |
| Insurance / General Liability                         | \$ 200          |
| Telephone   | \$ 110          |
| Equipment Lease / Maintenance<br>(including printing) | \$ 1,430        |
| Other Costs<br>(includes postage and supplies)        | \$ 2,900        |
|   |                 |
| <b>TOTAL IN-KIND SUPPORT</b>                          | <b>\$ 8,500</b> |

**EXHIBIT B**  
**COUNTY AND THE FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.**  
**Lead Hazard Control Program**

**SCHEDULE OF PAYMENTS**

1. CONTRACTOR shall:

- a. Meet the scope of services in Exhibit A of this agreement.
- b. Provide all In-Kind Services as stated on Exhibit A of this agreement.
- c. Submit monthly invoices to COUNTY for expenses as incurred under this agreement and all in-kind matching services will be provided with the invoice.
- d. Submit quarterly reports including scanned copies of attendance logs in the format provided in Exhibit A, information regarding education and outreach activities will be submitted by email quarterly to:

Marsie Huling, Program Coordinator  
[mhuling@co.riverside.ca.us](mailto:mhuling@co.riverside.ca.us)

- e. Invoices shall be submitted monthly and reference: Office of Industrial Hygiene – Contract # and P.O. # assigned after execution of this agreement. Invoices will be submitted to our Fiscal Department:

County of Riverside, Department of Public Health  
Office of Industrial Hygiene  
Attn: Healthy Homes Program  
P.O. Box 7600  
Riverside, CA 92513-7600

Budgeted expenses:

**1. PERSONNEL COSTS**

| Position                     | Amount           |
|------------------------------|------------------|
| Program Coordinator          | \$ 60,944        |
|                              |                  |
| <b>TOTAL PERSONNEL WAGES</b> | <b>\$ 60,944</b> |

**2. FRINGE BENEFITS**

| Type of Cost                       | Amount           |
|------------------------------------|------------------|
| FICA                               | \$ 3,780         |
| MEDICARE                           | \$ 884           |
| SUI                                | \$ 800           |
| OTHER (Health/Dental/Workers Comp) | \$ 9,752         |
| <b>TOTAL FRINGE BENEFITS</b>       | <b>\$ 15,216</b> |

**TOTAL PERSONNEL COSTS**

| TOTAL COST |
|------------|
| \$ 76,160  |

**3. SUPPLIES & OTHER COSTS**

| Category                                    | Amount          |
|---|-----------------|
| Workshops/ Education (includes printing)    | \$ 750          |
| Consumables/Supplies                        | \$ 750          |
| Travel                                      | \$ 2,100        |
| Other                                       | \$ 240          |
| <b>TOTAL FOR SUPPLIES &amp; OTHER COSTS</b> | <b>\$ 3,840</b> |

**4. TOTAL BUDGET OVERVIEW**

| COST CATEGORY            | TOTAL COST       |
|--------------------------|------------------|
| PERSONNEL COSTS          | \$ 76,160        |
| SUPPLIES AND OTHER COSTS | \$ 3,840         |
| <b>TOTAL CONTRACT</b>    | <b>\$ 80,000</b> |

f. Submit the final invoice thirty (30) days from the end of contract.

2. COUNTY shall:

a. Reimburse the total maximum payment under this Agreement of \$80,000. Estimated reimbursement will be based on actual expenses on a reimbursement basis.

**EXHIBIT C****HIPAA Business Associated Agreement  
Addendum to Contract**

Between the County of Riverside and

**THE FAIR HOUSING COUNCIL  
OF RIVERSIDE COUNTY, INC.**

This HIPAA Business Associated Agreement Addendum ("Addendum") supplements, and is made part of the Lead-Based Paint Hazard Control Program (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and [*name of contractor*] ("Contractor") as of the date of approval by both parties (the "Effective Date").

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, which area applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and,

1 WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with  
2 the Privacy Rule or other applicable law;

3  
4 NOW, THEREFORE, in consideration of the mutual promises and covenants contained  
5 herein, the Parties agree as follows:

6  
7 1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall  
8 have the same meaning as set forth in the Privacy Rule, as may be amended  
9 from time to time.

10  
11 2. Scope of Use and Disclosure by Contractor of County Disclosed PHI

12  
13 A. Contractor shall be permitted to use PHI disclosed to it by the County:

14  
15 (1) on behalf of the County, or to provide services to the County for the  
16 purposes contained herein, if such use or disclosure would not  
17 violate the Privacy Rule if done by the County, or the minimum  
18 necessary policies and procedures of the County

19 (2) as necessary to perform any and all of its obligations under the  
20 Underlying Agreement.

21  
22 B. Unless otherwise limited herein, in addition to any other uses and/or  
23 disclosures permitted or authorized by this Addendum or Required by  
24 Law, Contractor may:

25 (1) use the PHI in its possession for its proper management and  
26 administration and to fulfill any legal obligations.  
27  
28

1 (2) Disclose the PHI in its possession to a third party for the purpose of  
2 Contractor's proper management and administration or to fulfill any  
3 legal responsibilities of Contractor's operations only if:

4  
5 (a) The disclosure is Required by Law; or

6  
7 (b) Contractor obtains written assurance from any person or  
8 organization to which Contractor will disclose such PHI  
9 that the person or organization will:

10  
11 (i) hold such PHI in confidence and use or further  
12 disclose it only for the purpose of which Contractor  
13 disclosed it to the third party, or as Required by  
14 Law; and

15  
16 (ii) the third party will notify Contractor of any instance  
17 of which it becomes aware in which the  
18 confidentiality of the information has been  
19 breached.  
20  
21

22  
23 (3) aggregate the PHI and/or aggregate the PHI with that of other data  
24 for the purpose of providing County with data analyses related to the  
25 Underlying Agreement, or any other purpose, financial or otherwise,  
26 as requested by County.  
27  
28

1 (4) Not disclose PHI disclosed to Contractor by County not authorized  
2 by the Underlying Agreement or this Addendum without patient  
3 authorization or de-identification of the PHI as authorized in writing  
4 by County.

5  
6 (5) De-identify any and all PHI of County received by Contractor under  
7 this Addendum provided that the de-identification conforms to the  
8 requirements of the Privacy rule and does not preclude timely  
9 payment and/or claims processing and receipt.  
10

11  
12 C. Contractor agrees that it will neither use nor disclose PHI it receives from  
13 County, or from another business associate of County, except as  
14 permitted or required by this Addendum, or as Required by Law, or as  
15 otherwise permitted by law.

16 3. Obligations of Contractor. In connection with its use of PHI disclosed by County  
17 to Contractor agrees to:

18  
19 A. Use or disclose PHI only as permitted or required by this Addendum or as  
20 Required by Law.  
21

22  
23 B. Use reasonable and appropriate safeguards to prevent use or disclosure  
24 of PHI other than as provided for by this Addendum.  
25

26 C. To the extent practicable, mitigate any harmful effect that is known to  
27 contractor of a use or disclosure of PHI by Contractor in violation of this  
28 Addendum.

1  
2 D. Report to County any use or disclosure of PHI not provided for by this  
3 Addendum of which Contractor becomes aware.

4  
5 E. Require sub-contractors or agents to whom Contractor provides PHI to  
6 agree to the same restrictions and conditions that apply to Contractor  
7 pursuant to this Addendum.

8  
9 F. Use appropriate administrative, technical and physical safeguards to  
10 prevent inappropriate use or disclosure of PHI created or received for or  
11 from the County.  
12

13  
14 G. Obtain and maintain knowledge of the applicable laws and regulations  
15 related to HIPAA, as may be amended from time to time.  
16

17 4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:  
18

19  
20 A. Provide access, at the request of County, within five (5) days, to PHI in a  
21 Designated Record Set, to the County, or to an Individual as directed by  
22 the County.

23 B. To make any amendment(s) to PHI in a Designated Record Set that the  
24 County directs or agrees to at the request of County or an Individual  
25 within sixty (60) days of the request of County.

26 C. To assist the County in meeting its disclosure accounting under HIPAA:

27 (1) Contractor agrees to document such disclosures of PHI and  
28 information related to such disclosures as would be required for the

1 County to respond to a request by an Individual for an accounting of  
2 disclosures of PHI.

3 (2) Contractor agrees to provide to County or an Individual, within sixty  
4 (60) days, information collected in accordance with this section to  
5 permit the County to respond to a request by an Individual for an  
6 accounting of disclosures of PHI.

7 (3) Contractor shall have available for the County the information  
8 required by this section for the six (6) years preceding the County's  
9 request for information (except the Contractor need have no  
10 information for disclosures occurring before April 14, 2003).

11  
12  
13 D. Make available to the County, or to the Secretary of Health and Human  
14 Services, Contractor's internal practices, books and records relating to  
15 the use of and disclosure of PHI for purposes of determining Contractor's  
16 compliance with the Privacy Rule, subject to any applicable legal  
17 restrictions.

18  
19 E. Within thirty (30) days of receiving a written request from County, make  
20 available any and all information necessary for County to make an  
21 accounting of disclosures of County PHI by Contractor.

22  
23  
24 F. Within thirty (30) days of receiving a written request from County,  
25 incorporate any amendments or corrections to the PHI in accordance with  
26 the Privacy Rule in the event that the PHI in Contractor's possession  
27 constitutes a Designated Record Set.  
28

1 G. Not make any disclosure of PHI that County would be prohibited from  
2 making.

3  
4 5. Obligations of County.

5  
6 A. County agrees that it will make its best efforts to promptly notify  
7 Contractor in writing of any restrictions on the use and disclosure on PHI  
8 agreed to by County that may affect Contractor's ability to perform its  
9 obligations under the Underlying Agreement, or this Addendum.

10  
11  
12 B. County agrees that it will make its best efforts to promptly notify  
13 Contractor in writing of any changes in, or revocation of, permission by  
14 any Individual to use or disclose PHI, if such changes or revocation may  
15 affect Contractor's ability to perform its obligations under the Underlying  
16 Agreement, or this Addendum.

17  
18 C. County agrees that it will make its best efforts to promptly notify  
19 Contractor in writing of any known limitation(s) in its notice of privacy  
20 practices to the extent that such limitation may affect Contractor's use of  
21 disclosure of PHI.

22  
23  
24 D. County shall not request Contractor to use or disclose PHI in any manner  
25 that would not be permissible under the Privacy Rule if done by County,  
26 except as may be expressly permitted by the Privacy Rule.  
27  
28

1 E. County shall obtain any authorizations necessary for the use or disclosure  
2 of PHI, so the Contractor can perform its obligations under this  
3 Addendum and/or the Underlying Agreement.

4 6. Term and Termination.

5  
6 A. Term – this Addendum shall commence upon the Effective Date and  
7 terminate upon the termination of the Underlying Agreement, except as  
8 terminated by County as provided herein.

9  
10 B. Termination for Breach – County may terminate this Addendum, effective  
11 immediately, without cause, if County, in its sole discretion, determines  
12 that Contractor has breached a material provision of this Addendum.  
13 Alternatively, County may choose to provide Contractor with notice of the  
14 existence of an alleged material breach and afford Contractor with an  
15 opportunity to cure the alleged material breach. In the event Contractor  
16 fails to cure the breach to the satisfaction of County in a timely manner,  
17 County reserves the right to immediately terminate this Addendum.  
18

19  
20 C. Effect of Termination – upon termination of this Addendum, for any  
21 reason, Contractor shall return or destroy all PHI received from the  
22 County, or created or received by Contractor shall certify such  
23 destruction, in writing, to County. This provision shall apply to all PHI  
24 which is in possession of subcontractors or agents of Contractor.  
25 Contractor shall retain no copies of the PHI.  
26  
27  
28

1 D. Destruction not Feasible – in the event that Contractor determines that  
2 returning or destroying the PHI in not feasible, Contractor shall provide  
3 written notification to County of the conditions which make such return or  
4 destruction not feasible. Upon determination by Contractor that return or  
5 destruction PHI is not feasible, Contractor shall extend the protections of  
6 this Addendum to such PHI and limit further uses and disclosures of such  
7 PHI to those purposes which make the return or destruction not feasible,  
8 for so long as Contractor maintain such PHI.  
9

10  
11 7. Hold Harmless/Indemnification

12  
13 Contractor shall indemnify and hold harmless all Agencies, Districts,  
14 Special Districts and Departments of the County, their respective directors,  
15 officers, Board of Supervisors, elected and appointed officials, employees,  
16 agents and representatives from any liability whatsoever, based or asserted upon  
17 any services of Contractor, its officers, employees, subcontractors, agents or  
18 representatives arising out or in any way relating to this Addendum, including but  
19 not limited to property damage, bodily injury, or death or any other element of  
20 any kind or nature whatsoever including fines, penalties or any other costs and  
21 resulting from any reason whatsoever arising from the performance of this  
22 Addendum. Contractor shall defend, at its sole expense, all costs and fees  
23 including but not limited to attorney fees, cost of investigation, defense and  
24 settlements or awards all Agencies, Districts, Special Districts and Departments  
25 of the County, their respective directors, officers, Board of Supervisors, elected  
26 and appointed officials, employees, agents and representatives in any claim or  
27 action based upon such alleged acts or omissions.  
28

1  
2 With respect to any action or claim subject to indemnification herein by  
3 Contractor, Contractor shall, at their sole cost, have the right to use counsel of  
4 their choice, subject to the approval of County, which shall not be unreasonably  
5 withheld, and shall have the right to adjust, settle, or compromise any such action  
6 or claim without the prior consent of County; provided, however, that any such  
7 adjustment, settlement or compromise in no manner whatsoever limits or  
8 circumscribes Contractor's indemnification to County as set forth herein.  
9 Contractor's obligation hereunder shall be satisfied when Contractor has  
10 provided to County the appropriate form of dismissal relieving County from any  
11 liability for the action or claim involved.  
12

13  
14 The specified insurance limits required in the Underlying Agreement if this  
15 Addendum shall in no way limit or circumscribe Contractor's obligations to  
16 indemnify and hold harmless the County herein from third party claims arising  
17 from the issues of this Addendum.  
18

19 In the event there is conflict between this clause and California Civil Code  
20 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
21 Such interpretation shall not relieve the Contractor from indemnifying the County  
22 to the fullest extent allowed by law.  
23

24  
25 In the event there is a conflict between this indemnification clause and an  
26 indemnification clause contained in the Underlying Agreement of this Addendum,  
27 this indemnification shall only apply to the subject issues included within this  
28 Addendum.

1  
2 8. General Provisions.

- 3  
4 A. Amendment – the parties agree to take such action as is necessary to  
5 amend this Addendum from time to time as is necessary for County to  
6 comply with the Privacy Rule and HIPAA generally.  
7  
8 B. Survival – the respective right and obligations of this Addendum shall  
9 survive the termination or expiration of this Addendum.  
10  
11 C. Regulatory References – a reference in this Addendum to a section in the  
12 Privacy Rule means the section as in effect or as amended.  
13  
14  
15 D. Conflicts – any ambiguity in this Addendum and the Underlying  
16 Agreement shall be resolved to permit County to comply with the Privacy  
17 Rule and HIPAA generally.  
18  
19 E. Interpretation of Addendum – this Addendum shall be construed to be a  
20 part of the Underlying Agreement as one document. The purpose is to  
21 supplement the Underlying Agreement. To include the requirements of  
22 HIPAA.  
23  
24  
25  
26  
27  
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth  
2 below:

3  
4  
5 **CONTRACTOR**

**COUNTY OF RIVERSIDE**

6 **THE FAIR HOUSING COUNCIL**  
7 **OF RIVERSIDE COUNTY, INC.**

8  
9  
10 By: \_\_\_\_\_

By: \_\_\_\_\_

11  
12  
13 Date: \_\_\_\_\_

Date: \_\_\_\_\_

14  
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