

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

110



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

**SUBMITTAL DATE:**

February 22, 2010

**SUBJECT:** Resolution authorizing Riverside County Emergency Medical Services Agency to access state and federal criminal history information of persons applying for initial prehospital emergency medical services certification or licensure

**RECOMMENDED MOTION:**

That the Board of Supervisors adopt Resolution No. 2010-086

**BACKGROUND:** In December 2002, the Board adopted Resolution 2002-374 authorizing the Riverside County Emergency Medical Services Agency (REMSA) to obtain criminal background information from the California Department of Justice (CA DOJ). At that time, federal background information was not required nor permitted to be received by county-level Emergency Medical Services (EMS) agencies. AB 2917 (amending Health & Safety Code Sections 1797.117 and 1797.118) now mandates that Emergency Medical Technician-I (EMT-I) certifying agencies conduct state and federal level criminal background checks by July 1, 2010. The Federal Bureau of Investigation (FBI) requires a resolution from REMSA's governing body to accompany the application needed for the approval to process criminal background checks. REMSA is the local emergency medical services agency tasked with ensuring the safety and efficiency of the EMS system. REMSA performs various activities in order to meet this requirement. These activities include but are not limited to the credentialing of EMS personnel in order to make certain that quality patient care is provided to the citizens and visitors of Riverside County.  
(continued)

FORM APPROVED COUNTY COUNCIL  
BY: NEAL R. KIPNIS  
DATE: 2/22/10  
Departmental Concurrence

*Sarah Mack*  
Sarah Mack, Deputy Director  
for Susan Harrington, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Debra Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** 3.12 12/10/2002 | **District:** All | **Agenda Number:**

3.7

**SUBJECT:** Resolution authorizing Riverside County Emergency Medical Services Agency to access state and federal criminal history information of persons applying for initial prehospital emergency medical services certification or licensure

**BACKGROUND:** (Continued) The adoption of this resolution authorizes access to state criminal background information and adds federal criminal information permitting REMSA to be in compliance with AB 2917 and continue to meet the obligations to ensure the safe delivery of prehospital care in Riverside County.

1 RESOLUTION NO. 2010-086

2 RESOLUTION OF THE BOARD OF SUPERVISORS OF  
3 THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
4 AUTHORIZING ACCESS TO STATE AND FEDERAL CRIMINAL HISTORY INFORMATION  
5 OF PERSONS APPLYING FOR INITIAL PREHOSPITAL EMERGENCY  
6 MEDICAL SERVICES CERTIFICATION OR LICENSURE

7 WHEREAS, California Penal Code sections 11105(b)(11) and 13300(b)(11) authorize cities,  
8 counties and districts to access state and local summary criminal history information for employment,  
9 licensing or certification purposes upon specific authorization by the governing body of these local  
10 entities; and

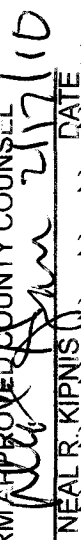
11 WHEREAS, California Penal Code section 11105(b)(11) further authorizes cities, counties and  
12 districts to access federal level criminal history information by transmitting fingerprint images and related  
13 information to the Department of Justice (DOJ) to be transmitted to the Federal Bureau of Investigation  
14 (FBI); and

15 WHEREAS, California Penal Code sections 11105(b)(11) and 13300(b)(11) require the city  
16 council, board of supervisors, or governing body of a city, county, or district to specifically authorize  
17 access to summary criminal history information for employment, licensing, or certification purposes; and

18 WHEREAS, California Penal Code sections 11105(b)(11) and 13300(b)(11) require that there be a  
19 requirement or exclusion from employment, licensing or certification based on specific criminal conduct  
20 on the part of the subject of the record; and

21 WHEREAS, pursuant to California Health and Safety Code section 1798.200, Riverside County's  
22 Emergency Medical Services Agency may deny certification or licensure to any person convicted of a  
23 felony or misdemeanor involving acts substantively related to the qualifications, functions or duties of  
24 prehospital Emergency Medical Services personnel; now, therefore,

25 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside,  
26 State of California, in regular session assembled on \_\_\_\_\_, 2010, that Riverside  
27 County's Emergency Medical Services Agency is hereby authorized to access summary criminal history  
28 information from the California Department of Justice (CA DOJ) and the Federal Bureau of Investigation  
(FBI) on all prehospital personnel requesting licensing, certification, or authorization from this County.

FORM APPROVED COUNTY COUNSEL  
BY:  NEAL R. KIPNIS  
DATE: 2/17/10

# ACCEPTANCE OF AWARD

## Riverside Community Health Agency Department of Public Health

FUNDING PERIOD - October 1, 2009 through September 30, 2011

Award Number: FEDS29TASK

Amount: \$159,308

I hereby accept this award. By accepting this award, I agree to the requirements as described in the Policies and Procedures Manual for FY 2009-2010 and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM APPROVED COUNTY COUNSEL

BY:

*Neal R. Kipnis*  
NEAL R. KIPNIS

*2/17/10*  
DATE

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOH Disease Control		CONTRACT NO. 10-051	RFP NO. ----
FUND 10000	DEPARTMENT ID 4200100600	PROJECT-GRANT HS340002	PROGRAM 97000
CLASS/LOCATION 6572-		CONTRACT AMOUNT \$151,897	
PERIOD OF PERFORMANCE October 1, 2009 to September 30, 2011			
COUNTY CONTRACT MANAGER Barbara Cole (951) 358-5107		CONTRACTOR REPRESENTATIVE Sue Spieldenner, RN, Chief (510)620-3000	
PROGRAM NAME TB and HIV Testing			

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

American Lung Association of California

hereinafter referred to as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the California Department of Public Health Tuberculosis Control Branch has awarded funding to COUNTY for use in TB and HIV Testing and control activities administered by COUNTY; and

**WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein.

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 13, Exhibits A & B, and Attachments A & B attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By \_\_\_\_\_  
American Lung Association of California

By \_\_\_\_\_  
Chairman of the Board of Supervisors

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST: Kecia Harper-Ihem, Clerk

By \_\_\_\_\_

FORM APPROVED COUNTY COUNCIL

BY: Neal R. Kipnis  
NEAL R. KIPNIS

2/17/10  
DATE

- 1   **1.   DESCRIPTION OF SERVICES.**   CONTRACTOR shall provide all services as  
2   outlined and specified in Exhibit A, SCOPE OF SERVICES, consisting of one (1) page,  
3   attached hereto and by this reference incorporated herein.
- 4   **2.   PERIOD OF PERFORMANCE.** This Agreement shall be effective on October 1, 2009  
5   through September 30, 2011, unless terminated as specified in Section 14,  
6   TERMINATION, with no obligation by the County of Riverside to purchase any  
7   specified amount of services and may be renewed for five consecutive years through the  
8   annual amendment process.
- 9   **3.   COMPENSATION.**
- 10   **3.1**   In consideration of services provided by CONTRACTOR pursuant to Exhibit A,  
11   SCOPE OF SERVICES, attached hereto and incorporated herein, CONTRACTOR  
12   shall be entitled to receive payment as specified in Exhibit B, PAYMENT  
13   PROVISIONS attached hereto and incorporated herein.
- 14   **3.2**   Payment by COUNTY to CONTRACTOR shall not exceed one hundred fifty  
15   one thousand, six hundred eighty five dollars (\$151,897), including all expenses.
- 16   **3.3**   No legal liability on the part of the COUNTY shall arise for payment beyond the  
17   Agreement's period of performance as stated in Section 2, PERIOD OF  
18   PERFORMANCE, above nor beyond the maximum amount of compensation as  
19   stated in Section 3, COMPENSATION, Paragraph 3.2.
- 20   **3.4**   It is mutually agreed and understood that the obligation of the COUNTY is  
21   limited by and contingent upon the availability of County of Riverside,  
22   Community Health Agency funds for the reimbursement of CONTRACTOR'S  
23   fees. In the event that such funds are not forthcoming for any reason, COUNTY  
24   shall immediately notify CONTRACTOR in writing.
- 25   **4.   HOLD HARMLESS/INDEMNIFICATION.**
- 26   **4.1**   CONTRACTOR shall indemnify and hold harmless the County of Riverside, its  
27   Agencies, Districts, Special Districts and Departments, their respective directors,  
28   officers Board of Supervisors, elected and appointed officials, employees, agents

1 and representatives (the "Indemnified Parties) from any liability whatsoever,  
2 including but not limited to property damage, bodily injury, or death based or  
3 asserted upon any services of CONTRACTOR, its officers, employees,  
4 subcontractors, agents or representatives arising out of or in any way relating to  
5 this Agreement and CONTRACTOR shall defend at its sole expense and pay all  
6 cost of investigation, defense and settlements or awards, on behalf of the  
7 Indemnified Parties in any claim or action based upon such alleged liability.

8 **4.2** With respect to any action or claim subject to indemnification herein by  
9 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use  
10 counsel of their choice and shall have the right to adjust, settle, or compromise  
11 any such action or claim without the prior consent of COUNTY; provided,  
12 however, that any such adjustment, settlement or compromise in no manner  
13 whatsoever limits or circumscribes CONTRACTOR'S indemnification to the  
14 Indemnified Parties as set forth herein.

15 **4.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR  
16 has provided to COUNTY the appropriate form of dismissal relieving COUNTY  
17 from any liability for the action or claim involved.

18 **4.4** The specified insurance limits required in this Agreement shall in no way limit or  
19 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the  
20 Indemnified Parties herein from third party claims.

21 **4.5** In the event there is conflict between this clause and California Civil Code  
22 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
23 Such interpretation shall not relieve the CONTRACTOR from indemnifying the  
24 Indemnified Parties to the fullest extent allowed by law.

25 **5. INDEPENDENT CONTRACTOR.**

26 **5.1** It is the parties' intention that CONTRACTOR is an independent  
27 CONTRACTOR and not an employee of the COUNTY, and in conformity,  
28 therewith that CONTRACTOR shall retain sole and absolute discretion and

1 judgement in the manner and means of carrying out his/her duties. Therefore,  
2 CONTRACTOR is fully aware no relationship of employer-employee exists  
3 between the parties hereto. CONTRACTOR shall not be entitled to any benefits  
4 payable to employees of COUNTY including COUNTY Workers' Compensation  
5 benefits. COUNTY is not required to make any deductions from the  
6 compensation payable to CONTRACTOR under the provisions of this  
7 Agreement; and as an independent CONTRACTOR, CONTRACTOR hereby  
8 holds COUNTY harmless from any and all claims that may be made against  
9 COUNTY based upon any contention by any third party that an employer-  
10 employee relationship exists because of this Agreement.

11 **5.2** It is further understood and agreed by the parties hereto that CONTRACTOR in  
12 the performance of its obligation hereunder is subject to the control or direction  
13 of COUNTY merely as to the result to be accomplished by the services hereunder  
14 agree to render and perform and not as to the means and methods for  
15 accomplishing the results.

16 **6. LIABILITY INSURANCE.** Without limiting or diminishing the CONTRACTOR'S  
17 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure  
18 and maintain or cause to be maintained, at its sole cost and expense, the following  
19 insurance coverage's during the term of this Agreement.

20 **6.1 Worker's Compensation:**

21 If the CONTRACTOR has employees as defined by the State of California, the  
22 CONTRACTOR shall maintain statutory Worker's Compensation Insurance  
23 (Coverage A) as prescribed by the law of the State of California. Policy shall  
24 include Employers' Liability (Coverage B) including. Occupational Disease with  
25 limits not less than \$1,000,000 per person per accident. The policy shall be  
26 endorsed to waive subrogation in favor of the County of Riverside, and, if  
27 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.  
28



1           **6.2    Commercial General Liability:**

2           Commercial General Liability Insurance coverage, including but not limited to,  
3           premises liability, contractual liability, products and completed operations  
4           liability, personal and advertising injury, and cross liability coverage, covering  
5           claims which may arise from or out of CONTRACTOR'S performance of its  
6           obligations hereunder. Policy shall name the County of Riverside, its Agencies,  
7           Districts, Special Districts, and Departments, their respective directors, officers,  
8           Board of Supervisors, employees, elected or appointed officials, agents or  
9           representatives as Additional Insureds, Policy's limit of liability shall not be less  
10          than \$1,000,000 per occurrence combined single limit. If such insurance contains  
11          a general aggregate limit, it shall apply separately to this Agreement or be no less  
12          than two (2) times the occurrence limit.

13          **6.3    Vehicle Liability:**

14          If vehicles or mobile equipment are used in the performance of the  
15          obligations under this Agreement, then CONTRACTOR shall maintain liability  
16          insurance for all owned, non-owned or hired vehicles so used in an amount not  
17          less than \$1,000,000 per occurrence combined single limit. If such insurance  
18          contains a general aggregate limit, it shall apply separately to this agreement or  
19          be no less than two (2) times the occurrence limit. Policy shall name the  
20          County of Riverside, its Agencies, Districts, Special Districts, and Departments,  
21          their respective directors, officers, Board of Supervisors, employees elected or  
22          appointed officials, agents or representatives as Additional Insureds.

23          **6.4    Professional Liability:**

24          CONTRACTOR shall maintain Professional Liability Insurance providing  
25          coverage for performance of work included within this Agreement, with a limit  
26          of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual  
27          aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a  
28          claims made basis rather than an occurrence basis, such insurance shall continue

1 through the term of this Agreement. Upon termination of this Agreement or the  
2 expiration or cancellation of the claims made insurance policy CONTRACTOR  
3 shall purchase at his sole expense either 1) an Extended Reporting Endorsement  
4 (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer  
5 with a retroactive date back to the date of, or prior to, the inception of this  
6 Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant  
7 has maintained continuous coverage with the same or original insurer.  
8 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5)  
9 years beyond the termination of this Agreement.

10 **6.5 General Insurance Provisions- All lines:**

11 **6.5.1** Any Insurance carrier providing insurance coverage hereunder shall be  
12 admitted to the State of California and have an A M BEST rating of not  
13 less than A:VIII (A:8) unless such requirements are waived, in writing,  
14 by the COUNTY Risk Manager. If the COUNTY'S Risk Manager  
15 waives a requirement for a particular insurer such waiver is only valid  
16 for that specific insurer and only for one policy term.

17 **6.5.2** The CONTRACTOR'S insurance carrier(s) must declare its insurance  
18 deductibles or self-insured retentions. If such deductibles or self-insured  
19 retentions exceed \$500,000 per occurrence such deductibles and/or  
20 retentions shall have the prior written consent of the COUNTY Risk  
21 Manager before the commencement of operations under this Agreement.  
22 Upon request notification of deductibles or self insured retention's  
23 unacceptable to the COUNTY, and at the election of the County's Risk  
24 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate  
25 such deductibles or self-insured retentions' as respects this Agreement  
26 with the COUNTY, or 2) procure a bond which guarantees payment of  
27 losses and related investigations, claims administration, and defense  
28 costs and expenses.

1                   **6.5.3**   CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to  
2                   furnish the County of Riverside with either 1) a properly executed  
3                   original Certificate(s) of Insurance and certified original copies of  
4                   Endorsements effecting coverage as require herein, and 2) if requested to  
5                   do so orally or in writing by the County Risk Manager, provide original  
6                   Certified copies of policies including all Endorsements and all  
7                   attachments thereto, showing such insurance is in full force and effect.  
8                   Further, said Certificate(s) and policies of insurance shall contain the  
9                   covenant of the insurance carrier(s) that thirty (30) days written notice  
10                  shall be given to the County of Riverside prior to any material  
11                  modification, cancellation, expiration or reduction on coverage of such  
12                  insurance. In the event of a material modification, cancellation,  
13                  expiration, or reduction in coverage, this agreement shall terminate  
14                  forthwith, unless the County of Riverside receives, prior to such  
15                  effective date, another properly executed original Certificate of  
16                  Insurance and original copies of endorsements or certified original  
17                  policies, including all endorsements and attachments thereto evidencing  
18                  coverage's set forth herein and the insurance required herein is in full  
19                  force and effect. CONTRACTOR shall not commence operations until  
20                  the COUNTY has been furnished original Certificate(s) of Insurance and  
21                  certified original copies of endorsements and if requested, certified  
22                  original policies of insurance including all endorsements and any and all  
23                  other attachments as required in this Section. An individual authorized  
24                  by the insurance carrier to do so on its behalf shall sign the original  
25                  endorsements for each policy and the Certificate of Insurance.

26                  **6.5.4**   It is understood and agreed to by the parties hereto and the insurance  
27                  company(s), that the Certificate(s) of Insurance and policies shall so  
28                  covenant and shall be construed as primary insurance, and the

1 COUNTY'S insurance and/or deductibles an/or self-insured retention's  
2 or self-insured programs shall not be construed as contributory.

3 **6.5.5** The COUNTY'S Reserves Rights – Insurance. If, during the term of  
4 this Agreement or any extension thereof, there is a material change in  
5 the scope of services; or, there is a material change in the equipment to  
6 be used in the performance of the scope of work which will add  
7 additional exposures (such as the use of aircraft, watercraft, cranes,  
8 etc.); or the term of this Agreement, including any extensions thereof,  
9 exceeds five (5) years the COUNTY reserves the right to adjust the type  
10 of insurance required under this Agreement and the monetary limits of  
11 liability for the insurance coverage's currently required herein, if; in the  
12 County Risk Manager's reasonable judgment, the amount or type of  
13 insurance carried by the CONTRACTOR has become inadequate.

14 **6.5.6** CONTRACTOR shall pass down the insurance obligations contained  
15 herein to all tiers of subcontractors working under this Agreement.

16 **6.5.7** The insurance requirements contained in this Agreement may be met  
17 with a program(s) of self-insurance acceptable to the COUNTY.

18 **6.5.8** CONTRACTOR agrees to notify COUNTY of any claim by a third  
19 party or any incident or event that may give rise to a claim arising from  
20 the performance of this Agreement.

21 **7. LICENSE.**

22 **7.1** CONTRACTOR shall, through the term of this Agreement, maintain all licenses  
23 necessary for the provision of the services hereunder and required by the laws  
24 and regulations of the United States, the State of California, County of Riverside,  
25 and all other governmental agencies. CONTRACTOR shall notify COUNTY  
26 immediately, in writing, of inability to obtain or maintain such license. Said  
27 inability shall be cause for termination of this Agreement.

28 **7.2** CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and

1 other CONTRACTOR'S performing services under the terms of this  
2 Agreement are in compliance with all relative licensing requirements.  
3 CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of  
4 inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and  
5 other CONTRACTOR'S, to obtain or maintain such license(s). Said inability  
6 shall be cause for termination of this Agreement.

7 **8. COPY REQUIRED.** A copy of each such license, permit, approval, waiver,  
8 exemption, registration, accreditation, and certificate of insurance, including  
9 endorsements, shall be provided to COUNTY'S Community Health Agency, Internal  
10 Support Services Contracts Administration Unit.

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

16 **10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
17 **(HIPAA).** CONTRACTOR shall comply with the regulations of the Health Insurance  
18 Portability and Accountability Act (HIPAA) as set in Attachment B, HIPAA BUSINESS  
19 ASSOCIATED AGREEMENT, attached and incorporated herein.

20 **11. RECORDS AND DOCUMENTS.** CONTRACTOR shall make available, upon  
21 written request by any duly authorized Federal, State or COUNTY agency, a copy of this  
22 Agreement and such books, documents and records as are necessary to certify the nature  
23 and extent of the costs of the services provided by CONTRACTOR. All such books  
24 and records shall be maintained by CONTRACTOR for at least five years from the  
25 termination of this Agreement.

26 **12. CONDUCT OF CONTRACTOR.**

27 **12.1** CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S  
28 interest, in any, which are or which the CONTRACTOR believes to be

1 incompatible with any interest of the COUNTY.

2 **12.2** CONTRACTOR shall not, under circumstances, which might reasonably be  
3 interpreted as an attempt to influence the recipient in the conduct of his duties,  
4 accept any gratuity or special favor from individuals or organizations with whom  
5 the CONTRACTOR is doing business or proposing to do business, in  
6 accomplishing the work under the contract.

7 **12.3** CONTRACTOR shall not use for personal gain or make other improper use of  
8 privileged information, which is acquired in connection with this contract. In  
9 this connection, the term of "privileged information" includes, but is not limited  
10 to, unpublished information relating to technological and scientific development;  
11 medical, personnel, or security records of the individuals; anticipated materials  
12 requirements or pricing actions; and knowledge of selection of contractors or  
13 subcontractors in advance of official announcement.

14 **12.4** CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and  
15 entertainment directly or indirectly to COUNTY employees.

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

20 **14. TERMINATION.**

21 **14.1** COUNTY or CONTRACTOR may terminate this Agreement without cause upon  
22 30 days written notice served upon the COUNTY or CONTRACTOR stating the  
23 extent and effective date of termination.

24 **14.2** COUNTY may terminate this agreement, with COUNTY stating the effective  
25 date of termination, for CONTRACTOR'S default or if CONTRACTOR refuses  
26 or fails to comply with the provisions of this Agreement or fails to make  
27 progress to endanger performance and does not cure such failure within a  
28 reasonable period. In the event of such termination, the COUNTY may proceed

1 with the work in any manner deemed proper to COUNTY.

2 **14.3** After receipt of the Notice of Termination pursuant to paragraph 14.1 or 14.2  
3 above, CONTRACTOR shall:

4 **14.3.1** Stop all work under this Agreement on the date specified in the Notice  
5 of Termination;

6 **14.3.2** Transfer to COUNTY and deliver in the manner, and to the extent, if  
7 any, as directed by COUNTY, any equipment, data or reports which, if  
8 the Agreement had been completed, would have been required to be  
9 furnished to COUNTY.

10 **14.4** After termination pursuant to paragraph 14.1 or 14.2 above, COUNTY shall  
11 make payment for all services performed in accordance with this Agreement to  
12 the date of termination, a total amount which bears the same ratio to the total  
13 maximum fee otherwise payable under this Agreement as the services actually  
14 bear to the total services necessary for performance of this Agreement.

15 **14.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S  
16 rights under this Agreement shall terminate (except for fees accrued prior to the  
17 date of termination) upon dishonesty, or a willful or material breach of this  
18 Agreement. CONTRACTOR'S unwillingness or inability for any reasons  
19 whatsoever to perform the duties hereunder; or if the Agreement results in  
20 termination pursuant to Section 14, CONTRACTOR shall not be entitled to any  
21 further compensation under this Agreement.

22 **14.6** The rights and remedies of COUNTY provided in this section shall not be  
23 exclusive and are in addition to any other rights and remedies provided by law  
24 or under this Agreement.

25 **15. FORCE MAJEURE.** Neither Party shall be liable nor deemed to be in default for any  
26 delay or failure in performance under this Agreement or other interruption of service or  
27 employment deemed resulting, directly or indirectly, from acts of God.  
28

1 **16. NON-DISCRIMINATION AND ELIGIBILITY.**

2 **16.1** The CONTRACTOR shall not discriminate in the provision of services,  
3 allocation of benefits, accommodation in facilities, or employment of  
4 personnel, on the basis of ethnic group identification, race, color, creed,  
5 ancestry, religion, national origin, sexual preference, sex, age (over 40), marital  
6 status, medical attention, or physical or mental handicap, and shall comply with  
7 all other requirements of law regarding nondiscrimination and affirmative  
8 action including those laws pertaining to the prohibition of discrimination  
9 against qualified handicapped persons in all programs or activities.

10 **16.2** For the purpose of this Agreement, distinctions on the grounds of race, religion,  
11 color, sex, national origin, age, or physical or mental handicap include, but are  
12 not limited to, the following:

13 **16.2.1** Denying an eligible person or providing to an eligible person any  
14 services or benefit which is different, or is provided in a different  
15 manner or at a different time from that provided to other eligible  
16 persons under this Agreement.

17 **16.2.2** Subjecting an eligible person to segregation or separate treatment in  
18 any matter related to his receipt of any service, except when  
19 necessary for infection control.

20 **16.2.3** Restricting an eligible person in any way in the enjoyment of any  
21 advantage or privilege enjoyed by others receiving a similar service  
22 or benefit.

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

27 **18. ALTERATION.**

28 **18.1** No alteration or variation of the terms of this Agreement shall be valid unless



1 made in writing and signed by the parties hereto, and no oral understanding or  
2 agreement not incorporated herein, shall be binding on any of the parties hereto.

3 **18.2** Only the County Board of Supervisors or the County Purchasing Agent may  
4 authorize any alteration or revision of this Agreement. The parties expressly  
5 recognize the COUNTY personnel are without authorization to either change or  
6 waive any requirements of this Agreement.

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

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

23 **21. ADMINISTRATION.** The COUNTY Director of the Community Health Agency, or  
24 designee, shall administer this Agreement on behalf of the COUNTY.

25 **22. WAIVER.** Any waiver by COUNTY of any breach of any one or more of the terms  
26 of this Agreement shall not be construed to be a waiver of any subsequent or other  
27 breach of the same or of any other term thereof. Failure on the part of the COUNTY to  
28 require exact, full and complete compliance with any terms of this Agreement shall

1 not be construed as in any manner changing the terms hereof or stopping COUNTY  
2 from enforcement hereof.

3 **23. JURISDICTION, VENUE, ATTORNEY FEES.** This Agreement shall be governed

4 by, and construed in accordance with, the laws of the State of California.

5 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the

6 State of California for all purposes regarding this Agreement and further agrees and

7 consents that venue of any action brought hereunder shall be exclusively in the County

8 of Riverside, California.

9 **24. CAPTIONS AND PARAGRAPH HEADINGS.**

10 Captions and paragraph headings used in this Agreement are for convenience only and

11 are not a part of this Agreement and shall not be used in construing this Agreement.

12 **25. NOTICES.**

13 All correspondence and notices required or contemplated by this Agreement shall be

14 delivered to the respective parties at the addresses set forth below and are deemed

15 submitted one day after their deposit in the United States mail, postage prepaid:

16 **COUNTY:**

17 County of Riverside, Community Health Agency

18 Internal Support Services – Contracts Administration

19 4065 County Circle Drive

20 Riverside, CA 92503

21 **CONTRACTOR:**

22 American Lung Association

23 424 Pendleton Way

24 Oakland, CA 94621

25 or to such other address(es) as the parties may hereafter designate.

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**EXHIBIT A**  
**SCOPE OF SERVICES**

**COUNTY AND THE AMERICAN LUNG ASSOCIATION OF CALIFORNIA**  
**(TB and HIV Testing)**

American Lung Association of California, hereinafter referred to as CONTRACTOR,  
hereby agrees to perform the following scope of services for the purpose of providing Refugee  
Health prevention and control activities as follows:

1. Provide staff to support federally funded TB and HIV testing activities.
2. Provide staff to assist with workgroups, meetings and conferences as needed.
3. Provide staff to assist with the strategic planning process as needed.

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**EXHIBIT B**  
**PAYMENT PROVISIONS**

**COUNTY AND AMERICAN LUNG ASSOCIATION OF CALIFORNIA**  
**(TB and HIV testing )**

American Lung Association of California, (CONTRACTOR), shall be entitled to receive payment for services rendered as specified herein:

1. COUNTY agrees to pay, all acceptable invoices, as per requirements in item 2 below, submitted by CONTRACTOR as soon as reasonable in accordance with the County policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors with here present on such invoice and/or from taking a setoff in the amount of such error from any amount the COUNTY still owes CONTRACTOR.
2. Invoice (s), submitted to COUNTY, shall itemize actual expenses incurred; shall include CONTRACTOR'S name and address, and contain original signature of CONTRACTOR.

3. Services shall be invoiced to:

Riverside County Community Health Agency  
 Fiscal Division - Accounts Payable  
 4065 County Circle Drive  
 Riverside, CA 92503

4. Maximum amount of compensation shall not exceed one hundred fifty-one thousand, six hundred eighty-five dollars (\$151,897) including all expenses.

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**ATTACHMENT A**

**AMERICAN LUNG ASSOCIATION**  
(refugee health)

**AWARD FUNDING TABLE:**

Award #	Award Total	Riverside Admin. Cost	Amount to ALAC
FEDS29TASK	\$159,308	\$7,411	\$151,897
<b>UP-TO-DATE TOTAL ALAC CONTRACT AMOUNT</b>			<b>\$ 151,897</b>

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HIPAA Business Associate Agreement  
Addendum to Contract

Between the County of Riverside and  
*American Lung Association of California*

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the *TB and HIV Testing activities agreement* (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and *American Lung Association of California* ("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 are 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,

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

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

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
    - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or Required by Law, Contractor may:

- 1 (1) use the PHI in its possession for its proper management and administration  
2 and to fulfill any legal obligations.
- 3 (2) disclose the PHI in its possession to a third party for the purpose of  
4 Contractor's proper management and administration or to fulfill any legal  
5 responsibilities of Contractor. Contractor may disclose PHI as necessary  
6 for Contractor's operations only if:
- 7 (a) The disclosure is Required by Law; or
- 8 (b) Contractor obtains written assurances from any person or  
9 organization to which Contractor will disclose such PHI that the  
10 person or organization will:
- 11 (i) hold such PHI in confidence and use or further disclose it  
12 only for the purpose of which Contractor disclosed it to the  
13 third party, or as Required by Law; and,
- 14 (ii) the third party will notify Contractor of any instances of  
15 which it becomes aware in which the confidentiality of the  
16 information has been breached.
- 17 (3) aggregate the PHI and/or aggregate the PHI with that of other data for the  
18 purpose of providing County with data analyses related to the Underlying  
19 Agreement, or any other purpose, financial or otherwise, as requested by  
20 County.
- 21 (4) not disclose PHI disclosed to Contractor by County not authorized by the  
22 Underlying Agreement or this Addendum without patient authorization or  
23 de-identification of the PHI as authorized in writing by County.
- 24 (5) de-identify any and all PHI of County received by Contractor under this  
25 Addendum provided that the de-identification conforms to the requirements  
26 of the Privacy Rule and does not preclude timely payment and/or claims  
27 processing and receipt.
- 28 C. Contractor agrees that it will neither use nor disclose PHI it receives from County,  
29 or from another business associate of County, except as permitted or required by  
30 this Addendum, or as Required by Law, or as otherwise permitted by law.
- 31 D. Notwithstanding the foregoing, in any instance where the disclosure of mental  
32 health, and/or substance abuse records is prohibited by applicable state and/or  
33 federal laws and/or regulations that is stricter in its requirements than the  
34 provisions of HIPAA, the applicable state and/or federal laws and/or regulations  
35 shall control the disclosure of records.
- 36 3. Obligations of Contractor. In connection with its use of PHI disclosed by County to  
37 Contractor, Contractor agrees to:
- 38 A. Use or disclose PHI only as permitted or required by this Addendum or as Required  
39 by Law.

- 1 B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other  
2 than as provided for by this Addendum.
- 3 C. To the extent practicable, mitigate any harmful effect that is known to Contractor of  
4 a use or disclosure of PHI by Contractor in violation of this Addendum.
- 5 D. Report to County any use or disclosure of PHI not provided for by this Addendum  
6 of which Contractor becomes aware.
- 7 E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the  
8 same restrictions and conditions that apply to Contractor pursuant to this  
9 Addendum.
- 10 F. Use appropriate administrative, technical and physical safeguards to prevent  
11 inappropriate use or disclosure of PHI created or received for or from the County.
- 12 G. Obtain and maintain knowledge of the applicable laws and regulations related to  
13 HIPAA, as may be amended from time to time.

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

- 15 A. Provide access, at the request of County, within five (5) days, to PHI in a  
16 Designated Record Set, to the County, or to an Individual as directed by the  
17 County.
- 18 B. To make any amendment(s) to PHI in a Designated Record Set that the County  
19 directs or agrees to at the request of County or an Individual within sixty (60) days  
20 of the request of County.
- 21 C. To assist the County in meeting its disclosure accounting under HIPAA:
- 22 (1) Contractor agrees to document such disclosures of PHI and information  
23 related to such disclosures as would be required for the County to respond  
24 to a request by an Individual for an accounting of disclosures of PHI.
- 25 (2) Contractor agrees to provide to County or an Individual, within sixty (60)  
26 days, information collected in accordance with this section to permit the  
27 County to respond to a request by an Individual for an accounting of  
28 disclosures of PHI.
- 29 (3) Contractor shall have available for the County the information required by  
30 this section for the six (6) years preceding the County's request for  
31 information (except the Contractor need have no information for disclosures  
32 occurring before April 14, 2003).
- 33 D. Make available to the County, or to the Secretary of Health and Human Services,  
34 Contractor's internal practices, books and records relating to the use of and  
35 disclosure of PHI for purposes of determining Contractor's compliance with the  
36 Privacy Rule, subject to any applicable legal restrictions.



- 1 E. Within thirty (30) days of receiving a written request from County, make available  
2 any and all information necessary for County to make an accounting of disclosures  
3 of County PHI by Contractor.
- 4 F. Within thirty (30) days of receiving a written request from County, incorporate any  
5 amendments or corrections to the PHI in accordance with the Privacy Rule in the  
6 event that the PHI in Contractor's possession constitutes a Designated Record Set.
- 7 G. Not make any disclosure of PHI that County would be prohibited from making.

8 5. Obligations of County.

- 9 A. County agrees that it will make its best efforts to promptly notify Contractor in  
10 writing of any restrictions on the use and disclosure of PHI agreed to by County  
11 that may affect Contractor's ability to perform its obligations under the Underlying  
12 Agreement, or this Addendum.
- 13 B. County agrees that it will make its best efforts to promptly notify Contractor in  
14 writing of any changes in, or revocation of, permission by any Individual to use or  
15 disclose PHI, if such changes or revocation may affect Contractor's ability to  
16 perform its obligations under the Underlying Agreement, or this Addendum.
- 17 C. County agrees that it make it's best efforts to promptly notify Contractor in writing  
18 of any known limitation(s) in its notice of privacy practices to the extent that such  
19 limitation may affect Contractor's use of disclosure of PHI.
- 20 D. County shall not request Contractor to use or disclose PHI in any manner that  
21 would not be permissible under the Privacy Rule if done by County, except as may  
22 be expressly permitted by the Privacy Rule.
- 23 E. County will obtain any authorizations necessary for the use or disclosure of PHI, so  
24 that Contractor can perform its obligations under this Addendum and/or the  
25 Underlying Agreement.

26 6. Term and Termination.

- 27 A. Term – this Addendum shall commence upon the Effective Date and terminate  
28 upon the termination of the Underlying Agreement, except as terminated by County  
29 as provided herein.
- 30 B. Termination for Breach – County may terminate this Addendum, effective  
31 immediately, without cause, if County, in its sole discretion, determines that  
32 Contractor has breached a material provision of this Addendum. Alternatively,  
33 County may choose to provide Contractor with notice of the existence of an alleged  
34 material breach and afford Contractor with an opportunity to cure the alleged  
35 material breach. In the event Contractor fails to cure the breach to the satisfaction  
36 of County in a timely manner, County reserves the right to immediately terminate  
37 this Addendum.
- 38 C. Effect of Termination – upon termination of this Addendum, for any reason,  
39 Contractor shall return or destroy all PHI received from the County, or created or

1 received by Contractor on behalf of County, and, in the event of destruction,  
2 Contractor shall certify such destruction, in writing, to County. This provision  
3 shall apply to all PHI which is in possession of subcontractors or agents of  
4 Contractor. Contractor shall retain no copies of the PHI.

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

12 7. Hold Harmless/Indemnification

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

28 With respect to any action or claim subject to indemnification herein by Contractor,  
29 Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to  
30 the approval of County, which shall not be unreasonably withheld, and shall have the right  
31 to adjust, settle, or compromise any such action or claim without the prior consent of  
32 County; provided, however, that any such adjustment, settlement or compromise in no  
33 manner whatsoever limits or circumscribes Contractor's indemnification to County as set  
34 forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall  
35 be subject to County having given Contractor written notice within a reasonable period of  
36 time of the claim or of the commencement of the related action, as the case may be, and  
37 information and reasonable assistance, at Contractor's expense, for the defense or  
38 settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor  
39 has provided to County the appropriate form of dismissal relieving County from any  
40 liability for the action or claim involved.

41 The specified insurance limits required in the Underlying Agreement of this  
42 Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and  
43 hold harmless the County herein from third party claims arising from the issues of this  
44 Addendum.

1 In the event there is conflict between this clause and California Civil Code Section  
2 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation  
3 shall not relieve the Contractor from indemnifying the County to the fullest extent allowed  
4 by law.

5 In the event there is a conflict between this indemnification clause and an  
6 indemnification clause contained in the Underlying Agreement of this Addendum, this  
7 indemnification shall only apply to the subject issues included within this Addendum.

8 8. General Provisions.

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