

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

714



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
February 28, 2013

**SUBJECT:** Ratify receipt of funding from Award Letter FEDS1213ISIT from the California Department of Public Health Tuberculosis Control Branch and Ratify the Agreement with the American Lung Association in California.

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

- 1) Ratify receipt of Award FEDS1213ISIT from the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) in the amount of up to \$1,007,862 (\$925,353 for American Lung Association in California (ALAC) and \$82,509 for Riverside County Administrative Cost) for the performance period of December 1, 2012 through November 30, 2013;
- 2) Ratify the Agreement with ALAC in the amount of \$925,353 for the performance period of December 1, 2012 through November 30, 2013;
- 3) Approve and direct the Auditor Controller to adjust the budget as detailed in Schedule A, attached;

**RECOMMENDED MOTION:** (Continued)

*Susan D. Harrington*

BC:ab

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 587,920	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

<b>SOURCE OF FUNDS:</b> 100% Federal grants funds from CDPH	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 3/6/13  
 SAMUEL WONG  
 Purchasing  
 Mark Seiler, Assistant Director

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: 3/6/13  
 Departmental Concurrence

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

**SUBJECT:** Ratify receipt of funding from Award Letter FEDS1213ISIT from the California Department of Public Health Tuberculosis Control Branch and Ratify the Agreement with the American Lung Association in California.

**RECOMMENDED MOTION:** (Continued)

4) Authorize the Chairperson to sign said three (3) original "Acceptance Award" Letter and four (4) original copies of the Agreement with ALAC; and

5) Authorize the Purchasing Agent to sign future contract amendments limited to the shifting of funds between budgetary line items as needed to facilitate the delivery of program services. Any amendments which would alter the original approved total grant award or change any given fiscal years' revenues or modify the lifetime of the grant will be brought to the Board of Supervisors for approval.

**BACKGROUND:**

On April 10, 2012, Item 3.10, the Board authorized the Community Health Agency Department of Public Health Disease Control Branch (Department) to accept the first year of subvention funding from the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) to be issued to American Lung Association in California (ALAC) in a single source subcontract.

This Form 11 is to accept the award in the amount of up to \$1,007,862 (\$925,353 for ALAC and \$82,509 for Riverside County Administrative cost) for the performance period of December 1, 2012 through November 30, 2013. A new agreement with ALAC has been drafted to update agreement terms and conditions as required by County policy.

This budget overlaps County fiscal years 12/13 – 13/14. The Department will use \$587,920 for Fiscal year 12/13 (\$539,787 for ALAC and \$48,133 for Riverside County Administrative cost). The remaining funding of \$419,942 (\$385,564 for ALAC and \$34,378 for Riverside County Administrative cost) will be included in the Fiscal year 13/14 budget.

**SUBJECT:** Ratify receipt of funding from Award Letter FEDS1213ISIT from the California Department of Public Health Tuberculosis Control Branch and Ratify the Agreement with the American Lung Association in California.

**Schedule A  
BUDGET ADJUSTMENTS  
DEPARTMENT OF PUBLIC HEALTH  
FISCAL YEAR 2012/2013**

***INCREASE IN APPROPRIATIONS***

10000-4200100000-525440	Professional Services	\$ 539,787
10000-4200100000-527780	Special Program Expense	\$ 5,000
10000-4200100000-546080	Computer Equipment	\$ 5,000
10000-4200100000-522890	Pharmaceuticals	\$ 3,500
10000-4200100000-523800	Printing/Binding	\$ 2,000
10000-4200100000-528920	Carpool Expense	\$ 11,633
10000-4200100000-510240	Per Diem Salaries	\$ 15,000
10000-4200100000-528140	Conference/Registration	\$ 1,000
10000-4200100000-524960	Interpreters/Translator	\$ 2,000
10000-4200100000-528960	Lodging	\$ 2,000
10000-4200100000-529040	Private Mileage	\$ 1,000

**TOTAL INCREASE IN APPROPRIATIONS** \$ 587,920

***INCREASE IN ESTIMATED REVENUE***

10000-4200100000-762040	Fed-Health Grant American Lung Association	<u>\$ 587,920</u>
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**TOTAL INCREASE IN ESTIMATED REVENUE** \$ 587,920



RON CHAPMAN, MD, MPH  
Director & State Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



EDMUND G. BROWN JR.  
Governor

December 17, 2012

Barbara Cole, R.N., P.H.N., M.S.N.  
TB Controller  
Riverside County Department of Public Health  
P.O. Box 7600  
Riverside, CA 92513 -7600

Dear Ms. Cole:

**REVISED LETTER OF AWARD – FEDS1213ISIT, \$1,007,862  
FUNDING PERIOD – December 1, 2012 through November 30, 2013**

This letter is confirmation of local assistance funding to support the federally funded activities as described in the Centers for Disease Control and Prevention's (CDC) Cooperative Agreement with the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB).

**AWARD**

Riverside County Department of Public Health will receive up to \$1,007,862 from the CDPH TBCB to support the federally funded activities as described in the CDC Cooperative Agreement. The duration of these funds will be for a 12-month period, December 1, 2012 through November 30, 2013.

Allocation of these funds is contingent upon receipt of the funds from the CDC. These funds are being awarded with the understanding that your program staff will work with CDPH TBCB staff in carrying out your CDPH TBCB-funded TB control efforts.

The amount of this award includes a 10% administration charge.

**MANAGING YOUR AWARD**

Reimbursement of expenditures is contingent upon compliances with the requirements and procedures governing local assistance awards described in the 2012-2013 Standards and Procedures Manual (SPM), located at

<http://www.cdph.ca.gov/programs/tb/Pages/LocalAssistanceAward.aspx>.

You will receive a new manual for July 1, 2013 – June 30, 2014 with the announcement of your local assistance Base Award in February. The manual for FY 2012-2013 should be used until June 30, 2013.

Barbara Cole, R.N., P.H.N., M.S.N.

Page 2

December 17, 2012

Exceptions to SPM requirements for this award are as follows:

- Invoices may be submitted monthly for this project, rather than quarterly as stated in the SPM.
- Prior approval of a written budget revision request is not required as stated in the SPM Part 2, Section 2, if aggregate expenditures in an approved budget line item do not exceed ten percent (10%).

## **ACCEPTANCE OF YOUR AWARD**

To acknowledge your acceptance of this award and the conditions attached to it, please return an original of the enclosed "Acceptance of Award" with an authorized signature to the CDPH TBCB. No further documentation of this contract is necessary. The CDPH TBCB cannot process your invoices until we have received this document.

## **INVOICING FOR ADMINISTRATIVE COSTS**

Reimbursement will be at the negotiated rate of 10% of expenditures for a total amount of up to \$82,509. Additionally, the subcontractor indirect cost will be assessed at the rate of 20% of Personnel and Benefits expenditures for a total of up to \$100,259. These expenditures have been included in the amount of your award. When invoicing, these items should be shown in the "Other" line item.

Should you have any questions about this award, please contact David Beers, the fiscal analyst assigned to monitor this award, at (510) 620-3012 or david.beers@cdph.ca.gov.

Sincerely,



Sue Spieldenner, RN, MPH, Chief  
Resources Planning and Management Section  
Tuberculosis Control Branch  
Division of Communicable Disease Control  
Center for Infectious Diseases  
California Department of Public Health

Enclosures: Approved Budget  
Award Acceptance

# ACCEPTANCE OF AWARD

Riverside County Department of Public Health

FUNDING PERIOD – December 1, 2012 through November 30, 2013

REVISED LETTER OF AWARD – FEDS1213ISIT, \$1,007,862

I hereby accept this award. By accepting this award, I agree to the requirements as described in the Standards and Procedures Manual for FY 2012-2013 and any other conditions stipulated by the California Department of Public Health Tuberculosis Control Branch.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Attest: Kecial Harper-Ihem, Clerk of the Board

By \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis  
NEAL R. KIPNIS

3/6/13  
DATE

COUNTY OF RIVERSIDE  
Department of Public Health

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH Disease Control		CONTRACT NO. 13-047	RFP NO. ----
FUND 11064	DEPARTMENT ID 4200100600	PROGRAM/GRANT 97000/HS340002	CLASS/LOCATION 6572-33214
CONTRACT AMOUNT \$925,353		PERIOD OF PERFORMANCE December 1, 2012 thru November 30, 2013	
COUNTY CONTRACT Barbara Cole (951) 358-5107			
CONTRACTOR REPRESENTATIVE Anita Lee, VP Finance & Admin. (510) 638-8984			
PROGRAM NAME TB Education and Prevention			

This agreement is made and entered into by and between the **County of Riverside**, a political subdivision of the State of California, through its Department of Public Health Disease Control, 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 tuberculosis prevention programs administered by the COUNTY.

**WHEREAS**, COUNTY has accepted the funding and agreed to award it to CONTRACTOR in a single source agreement.

**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 1 through 17, Exhibit A, consisting of one (1) page, Exhibit B, consisting of one (1) page, and Attachment A, consisting of one (1) page, attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By Anita Lee

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

ANITA LEE  
Print Name

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

2/25/13  
Date

\_\_\_\_\_  
Date  
ATTEST: Kecia Harper-Ihem, Clerk

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE: 3/11/13

1 **1. DESCRIPTION OF SERVICES**

- 2 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A,  
3 SCOPE OF WORK, attached hereto and by this reference incorporated herein.
- 4 1.2 CONTRACTOR shall perform to the satisfaction of the COUNTY and in  
5 conformance to and consistent with the highest standards of firms/professionals in  
6 the same discipline in the State of California.
- 7 1.3 CONTRACTOR affirms this is fully apprised of all the work to be performed under  
8 this Agreement; and the CONTRACTOR agrees it can properly perform this work  
9 at the prices stated in Exhibit B, PAYMENT PROVISION. CONTRACTOR is not  
10 to perform services or provide products outside of this Agreement.
- 11 1.4 Acceptance by the COUNTY of the CONTRACTOR'S performance under this  
12 Agreement does not operate as a release of CONTRACTOR'S responsibility for  
13 full compliance with the terms of this Agreement.

14  
15 **2. PERIOD OF PERFORMANCE**

- 16 2.1 This Agreement shall be effective on December 1, 2012 through November 30,  
17 2013, with option to renew for four (4) years, renewable in one year increments  
18 by written amendments, unless terminated as specified in Section 12,  
19 TERMINATION.

20  
21 **3. COMPENSATION.**

- 22 3.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A.  
23 SCOPE OF WORK, attached hereto and incorporated herein. CONTRACTOR  
24 shall be entitled to receive payment as specified in Exhibit B. PAYMENT  
25 PROVISIONS. and ATTACHMENT A. FUNDING TABLE, attached hereto and  
26 incorporated herein. Maximum payment by COUNTY to CONTRACTOR shall  
27 not exceed nine hundred twenty-five thousand three hundred fifty-three dollars  
28



1 (\$925,353), including all expenses.

2 **3.2** COUNTY is not responsible for any fees or cost incurred above or beyond the  
3 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph  
4 3.1, and shall have no obligation to purchase any specified amount of services.  
5 Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS,  
6 COUNTY shall not be responsible for payment of any of CONTRACTOR'S  
7 expenses related to this Agreement.

8 **3.3** COUNTY requires written proof satisfactory to COUNTY of cost increases prior  
9 to any approved price adjustment. A minimum of 30-day advance notice in  
10 writing is required to be considered and approved by COUNTY. No retroactive  
11 price adjustments will be considered. Any price increases must be stated in a  
12 written amendment to this Agreement.

13 **3.4** COUNTY obligation for payment of this Agreement beyond the current fiscal  
14 year end is contingent upon and limited by the availability of COUNTY funding  
15 from which payment can be made. No legal liability on the part of the COUNTY  
16 shall rise for payment beyond June 30 of each calendar year unless funds are  
17 made available for such payment. In the event such funds are not forthcoming for  
18 any reason, COUNTY shall immediately notify CONTRACTOR in writing; and  
19 this Agreement shall be deemed terminated and have no force and effect.  
20

21  
22 **4. HOLD HARMLESS/INDEMNIFICATION.**

23 **4.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its  
24 Agencies, Districts, Special Districts and Departments, their respective directors,  
25 officers, Board of Supervisors, elected and appointed officials, employees, agents  
26 and representatives from any liability, claim, damage or action whatsoever, based  
27 or asserted upon any act or omission of CONTRACTOR, its officers, employees,  
28

1 subcontractors, agents or representatives arising out of or in any way relating to  
2 this Agreement, including but not limited to property damage, bodily injury, or  
3 death. CONTRACTOR shall defend, at its sole cost and expense, including but  
4 not limited to attorney fees, cost of investigation, defense and settlements or  
5 awards, the County of Riverside, its Agencies, Districts, Special Districts and  
6 Departments, their respective directors, officers, Board of Supervisors, elected  
7 and appointed officials, employees, agents and representatives in any such action  
8 or claim. 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 its own 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 of  
14 COUNTY. CONTRACTOR'S obligation hereunder shall be satisfied when  
15 CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or  
16 similar document) relieving COUNTY from any liability for the action or claim  
17 involved.

18 **4.2** The specified insurance limits required in this Agreement shall in no way limit or  
19 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless  
20 COUNTY.

21 **4.3** 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 COUNTY to the fullest extent allowed by law.

25  
26 **5. INDEPENDENT CONTRACTOR.**

27 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an  
28 independent CONTRACTOR and shall not be deemed an employee of the

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

5.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agree to render and perform and not as to the means and methods for accomplishing the results.

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

**6.1 Workers' Compensation:**

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

**6.2 Commercial General Liability:**

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

### 11 **6.3 Vehicle Liability:**

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

### 21 **6.4 General Insurance Provisions - All lines:**

22 **6.4.1** Any insurance carrier providing insurance coverage hereunder shall be  
23 admitted to the State of California and have an A M BEST rating of not  
24 less than A: VIII (A:8) unless such requirements are waived, in writing, by  
25 the County Risk Manager. If the County's Risk Manager waives a  
26 requirement for a particular insurer such waiver is only valid for that  
27 specific insurer and only for one policy term.  
28

1           **6.4.2** The CONTRACTOR must declare its insurance self-insured retentions. If  
2           such self-insured retentions exceed \$500,000 per occurrence such  
3           retentions shall have the prior written consent of the County Risk Manager  
4           before the commencement of operations under this Agreement. Upon  
5           notification of self insured retention unacceptable to the COUNTY, and at  
6           the election of the Country's Risk Manager, CONTRACTOR'S carriers  
7           shall either; 1) reduce or eliminate such self-insured retention as respects  
8           this Agreement with the COUNTY, or 2) procure a bond which guarantees  
9           payment of losses and related investigations, claims administration, and  
10          defense costs and expenses.

11          **6.4.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to  
12          furnish the County of Riverside with either 1) a properly executed original  
13          Certificate(s) of Insurance and certified original copies of Endorsements  
14          effecting coverage as required herein, or 2) if requested to do so orally  
15          or in writing by the County Risk Manager, provide original Certified  
16          copies of policies including all Endorsements and all attachments thereto,  
17          showing such insurance is in full force and effect. Further, said  
18          Certificate(s) and policies of insurance shall contain the covenant of the  
19          insurance carrier(s) that thirty (30) days written notice shall be given to the  
20          County of Riverside prior to any material modification, cancellation,  
21          expiration or reduction in coverage of such insurance. In the event of a  
22          material modification, cancellation, expiration, or reduction in coverage,  
23          this Agreement shall terminate forthwith, unless the County of Riverside  
24          receives, prior to such effective date, another properly executed original  
25          Certificate of Insurance and original copies of endorsements or certified  
26          original policies, including all endorsements and attachments thereto  
27          evidencing coverage's set forth herein and the insurance required herein is  
28          in full force and effect. *CONTRACTOR shall not commence operations*

1 *until the COUNTY has been furnished original Certificate (s) of Insurance*  
2 *and certified original copies of endorsement or policy of insurance*  
3 *including all endorsements and any and all other attachments as required*  
4 *in this Section. An individual authorized by the insurance carrier to do so*  
5 *on its behalf shall sign the original endorsements for each policy and the*  
6 *Certificate of Insurance.*

7 **6.4.4** It is understood and agreed to by the parties hereto and the insurance  
8 company(s), that the Certificate(s) of insurance and policies shall so  
9 covenant and shall be construed as primary insurance, and the COUNTY'S  
10 insurance and/or deductibles and/or self-insured retention's or self-insured  
11 programs shall not be construed as contributory.

12 **6.4.5** The COUNTY'S Reserved Rights –Insurance. If, during the term of this  
13 Agreement or any extension thereof, there is a material change in the  
14 scope of services; or, there is a material change in the equipment to be  
15 used in the performance of the scope of work (such as the use of aircraft or  
16 watercraft) the COUNTY reserves the right to adjust the type of insurance  
17 required herein, if; in the COUNTY Risk Manager's reasonable judgment  
18 the amount or type of insurance carried by the CONTRACTOR has  
19 become inadequate

20 **6.4.6** CONTRACTOR shall pass down the insurance obligations contained  
21 herein to all tiers of subcontractors working under this Agreement.

22 **6.4.7** The insurance requirements contained in this Agreement may be met with  
23 a program(s) of self-insurance acceptable to the COUNTY.

24  
25 **7. LICENSE.**

26 **7.1** CONTRACTOR shall, through the term of this Agreement, maintain all licenses  
27 necessary for the provision of the services hereunder and required by the laws and  
28 regulations of the United States, the State of California, County of Riverside, and  
all other governmental agencies. CONTRACTOR shall notify COUNTY

1 immediately, in writing, of inability to obtain or maintain such license. Said  
2 inability shall be cause for termination of this Agreement.

3 **7.2** CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and  
4 other CONTRACTOR'S performing services under the terms of this Agreement  
5 are in compliance with all relative licensing requirements. CONTRACTOR  
6 hereby agrees to notify COUNTY immediately, in writing, of inability of  
7 CONTRACTOR or any of CONTRACTOR'S employees, agents and other  
8 CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be  
9 cause for termination of this Agreement.

10 **7.3** A copy of each such license, permit, approval, waiver, exemption, registration,  
11 accreditation, and certificate shall be provided to COUNTY.

12 **8. RECORDS AND DOCUMENTS.**

13 **8.1** CONTRACTOR shall make available, upon written request by any duly authorized  
14 Federal, State or COUNTY agency, a copy of this Agreement and such books,  
15 documents and records as are necessary to certify the nature and extent of the  
16 CONTRACTOR'S costs related to this Agreement. All such books, documents and  
17 records shall be maintained by CONTRACTOR for at least five years following  
18 termination of this Agreement and be available for audit by the COUNTY.

19 CONTRACTOR shall provide to the COUNTY reports and information related to  
20 this Agreement.  
21

22 **9. EDD REPORTING REQUIREMENTS**

23 **9.1** In order to comply with child support enforcement requirements of the State of  
24 California, the County of Riverside may be required to submit a Report of  
25 Independent CONTRACTOR(s) form **DE 542** to the Employment Development  
26 Department. The selected CONTRACTOR agrees to furnish the required  
27 CONTRACTOR data and certifications to the County of Riverside within 10 days of  
28 notification of award of contract when required by the EDD. It is expressly  
understood that this data will be transmitted to governmental agencies charged with

1 the establishment and enforcement of child support orders and for no other purposes  
2 and will be held confidential by those agencies. Failure of the CONTRACTOR to  
3 timely submit the data and/or certificates required may result in contract being  
4 awarded to another CONTRACTOR. In the event a contract has been issued, failure  
5 of the CONTRACTOR to comply with all federal and state reporting requirements  
6 for child support enforcement or to comply with all lawfully served Wage and  
7 Earnings Assignments Orders and Notices of Assignment shall constitute a material  
8 breach of contract. Failure to cure such breach within 60 calendar days of notice  
9 from the County shall constitute grounds for termination of the contract.

9.2 If you have any questions concerning this reporting requirement, please call (916)  
10 657-0529. You may also contact your local Employment Tax Customer Service  
11 Office listed in your telephone directory in the State Government section under  
12 "Employment Development Department," or you may access their Internet site at  
13 [www.edd.ca.gov](http://www.edd.ca.gov).

## 14 10. OSHA REGULATIONS

15 10.1 CONTRACTOR hereby certifies awareness of the Occupational Safety and Health  
16 Administration (OSHA) standards and codes as set forth by the U.S. Department of  
17 Labor, and the derivative Cal/OSHA standards, laws and regulations relating  
18 thereto, and verifies that all performance under this Agreement shall be in  
19 compliance therewith.

## 20 11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND 21 INELIGIBILITY

22 11.1 CONTRACTOR, by signing this agreement, certifies to the best of its knowledge  
23 and belief, the CONTRACTOR or any of its principals are not presently debarred,  
24 suspended, proposed for debarment or otherwise declared ineligible for the award  
25 of contracts funded, in whole or in part with Federal funds, by the inclusion of the  
26 CONTRACTOR or its principals in the current "LIST OF PARTIES  
27 EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT  
28



PROGRAMS” published by the U.S. General Services Administration Office of Acquisition Policy.

1  
2 **11.2** CONTRACTOR shall provide immediate written notice to the COUNTY if at any  
3 time the CONTRACTOR learns that its certification was erroneous when  
4 submitted or has become erroneous by reason of changed circumstances. Should  
5 the CONTRACTOR enter into an agreement with a subcontractor, the  
6 CONTRACTOR agrees by signing this agreement that it will verify that the  
7 subcontractor is not excluded or disqualified.

8 **11.3** If the CONTRACTOR knowingly violates this certification, in addition to other  
9 remedies available to the Federal Government, this Agreement will be terminated  
10 for cause or default.

11  
12 **12. CONFIDENTIALITY**

13 **12.1** CONTRACTOR shall not use for personal gain or make other improper use of  
14 privileged or confidential information which is acquired in connection with this  
15 Agreement. The term “privileged or confidential information” includes but is not  
16 limited to: unpublished or sensitive technological or scientific information;  
17 medical, personnel, or security records; anticipated material requirements or  
18 pricing/purchasing actions; COUNTY information or data which is not subject to  
19 public disclosure; COUNTY operational procedures; and knowledge of selection of  
20 contractors, subcontractors or suppliers in advance of official announcement.

21 **12.2** CONTRACTOR shall protect from unauthorized disclosure names and other  
22 identifying information concerning persons receiving services pursuant to this  
23 Agreement, except for general statistical information not identifying any person.  
24 CONTRACTOR shall not use such information for any purpose other than carrying  
25 out the CONTRACTOR’S obligations under this Agreement. The CONTRACTOR  
26 shall promptly transmit to the COUNTY all third party requests for disclosure of  
27 such information. The CONTRACTOR shall not disclose, except as otherwise  
28 specifically permitted by this Agreement or authorized in writing by the

1 COUNTY, any such information to anyone other than the COUNTY. For purposes  
 2 of this paragraph, identity shall include, but not be limited to name, identifying  
 3 number, symbol, or other identifying particular assigned to the individual, such as  
 4 finger or voice print or a photograph.

5  
 6 **12.3 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

7 **(HIPAA)** - The Contractor in this Agreement is subject to all relevant requirements  
 8 contained in the Health Insurance Portability and Accountability Act of 1996  
 9 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and  
 10 regulations promulgated subsequent thereto. The Contractor hereto agrees to  
 11 cooperate in accordance with the terms and intent of this Agreement for  
 12 implementation of relevant law(s) and/or regulation(s) promulgated under this Law.  
 13 The Contractor further agrees that it shall be in compliance, and shall remain in  
 14 compliance with the requirements of HIPAA, and the laws and regulations  
 15 promulgated subsequent hereto, as may be amended from time to time.  
 16

17 **13. CONDUCT OF CONTRACTOR.**

18 **13.1** CONTRACTOR covenants that it presently has no interest, including, but not  
 19 limited to, other projects or contracts, and shall not acquire any such interest,  
 20 direct or indirect, which would conflict in any manner or degree with  
 21 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees  
 22 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are  
 23 or may be perceived as incompatible with the COUNTY'S interest

24 **13.2** CONTRACTOR shall not, under circumstances which could be interpreted as an  
 25 attempt to influence the recipient in the conduct of his duties, accept any gratuity  
 26 or special favor from individuals or firms with whom the CONTRACTOR is  
 27  
 28

1 doing business or proposing to do business, in accomplishing the work under this  
2 Agreement.

3 **13.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
4 entertainment directly or indirectly to COUNTY employees.

5  
6 **14. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE**

7 **14.1** All performances (which includes services, workmanship, materials, supplies and  
8 equipment furnished or utilized in the performance of this Agreement) shall be  
9 subject to inspection and test by the COUNTY or other regulatory agencies at all  
10 times. CONTRACTOR shall provide adequate cooperation to any inspector or  
11 other COUNTY representative to permit him/her to determine the  
12 CONTRACTOR'S conformity with the terms of this Agreement. If any services  
13 performed or products provided by CONTRACTOR are not in conformance with  
14 the terms of this Agreement, the COUNTY shall have the right to require the  
15 CONTRACTOR to perform the services or provide the products in conformance  
16 with the terms of the Agreement at no additional cost to the COUNTY. When the  
17 services to be performed or the products to be provided are of such nature that the  
18 difference cannot be corrected, the COUNTY shall have the right to 1) require the  
19 CONTRACTOR immediately to take all necessary steps to ensure future  
20 performance in conformity with the terms of the Agreement; and/or 2) reduce the  
21 Agreement price to reflect the reduced value of the services performed or products  
22 provided. COUNTY may also terminate this Agreement for default and charge to  
23 CONTRACTOR any costs incurred by the COUNTY because of the  
24 CONTRACTOR'S failure to perform.

25 **14.2** CONTRACTOR shall establish adequate procedures for self-monitoring and  
26 quality control and assurance to ensure proper performance under this Agreement;  
27 and shall permit a COUNTY representative or other regulatory official to monitor.  
28

1 assess or evaluate CONTRACTOR'S performance under this Agreement at any  
2 time upon reasonable notice to CONTRACTOR.

3  
4 **15. DISPUTES**

5 **15.1** The parties shall attempt to resolve any disputes amicably the working level. If that  
6 is not successful, the dispute shall be referred to the senior management of the parties.  
7 Any dispute relating to this Agreement which is not resolved by the parties shall be  
8 decided by the COUNTY'S Purchasing Department's Compliance Contract Officer  
9 shall be the final and conclusive unless determined by a court of competent  
10 jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as  
11 necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the  
12 performance of this Agreement pending the resolution of a dispute.

13 **15.2** Prior to the filing of any legal action related to this Agreement, the parties shall be  
14 obligated to attend a mediation session in Riverside County before a neutral third  
15 party mediator. A second mediation session shall be required if the first session is not  
16 successful. The parties shall share the cost of the mediations.

17  
18 **16. TERMINATION.**

19 **16.1** COUNTY may terminate this Agreement without cause upon 30 days written  
20 notice served upon the CONTRACTOR stating the extent and effective date of  
21 termination.

22 **16.2** COUNTY may, upon five (5) days written notice, terminate this agreement for  
23 CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the  
24 terms of this Agreement or fails to make progress so as to endanger performance  
25 and does not immediately cure such failure. In the event of such termination, the  
26 COUNTY may proceed with the work in any manner deemed proper by  
27 COUNTY.

28 **16.3** After receipt of the notice of termination, CONTRACTOR shall:

**16.3.1** Stop all work under this Agreement on the date specified in the notice of

termination;

1                   16.3.2 Transfer to COUNTY and deliver in the manner as directed by  
2 COUNTY any materials, reports or other products which, if the  
3 Agreement had been completed or continued, would have been required  
4 to be furnished to COUNTY.

5                   16.4 After termination, COUNTY shall make payment for CONTRACTOR'S  
6 performed up to the date of termination in accordance with this Agreement and at  
7 the rates set forth in Exhibit B, Payment Provision.

8                   16.5 CONTRACTOR'S rights under this Agreement shall terminate (except for fees  
9 accrued prior to the date of termination) upon dishonesty or a willful or material  
10 breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR'S  
11 unwillingness or inability for any reasons whatsoever to perform the terms of this  
12 Agreement. In such event, CONTRACTOR shall not be entitled to any further  
13 compensation under this Agreement.

14                   16.6 The rights and remedies of COUNTY provided in this section shall not be  
15 exclusive and are in addition to any other rights and remedies provided by law or  
16 under this Agreement.

17                   **17. FORCE MAJEURE**

18                   17.1 Neither Party shall be liable nor deemed to be in default for any delay or failure in  
19 performance under this Agreement or other interruption of service or employment  
20 deemed resulting, directly or indirectly, from acts of God.

21                   **18. NONDISCRIMINATION AND ELIGIBILITY**

22                   18.1 CONTRACTOR shall not discriminate in the provision of services, allocation of  
23 benefits, accommodation in facilities, or employment of personnel, on the basis of  
24 ethnic group identification, race, color, creed, ancestry, religion, national origin,  
25 physical handicap, medical condition, or sex in the performance of this  
26 Agreement; and, to the extent they shall be found to be applicable hereto, shall  
27 comply with the provisions of California Fair Employment and Housing Act  
28 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352).

1 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all  
2 other applicable laws or regulations.

3  
4 **19. CONFLICT OF INTEREST**

5 **19.1** CONTRACTOR and CONTRACTOR'S employees shall have no interest, and  
6 shall not acquire any interest, direct or indirect, which will conflict in any manner  
7 or degree with the performance of services required under this Agreement.

8  
9 **20. ALTERATION**

10 **20.1** No alteration or variation of the terms of this Agreement shall be valid unless  
11 made in writing and signed by the parties hereto, and no oral understanding or  
12 agreement not incorporated herein, shall be binding on any of the parties hereto.

13 **20.2** Only the County Board of Supervisors or the County Purchasing Agent may  
14 authorize any alteration or revision of this Agreement. The parties expressly  
15 recognize that COUNTY personnel are without authorization to either change or  
16 waive any requirements of this Agreement.

17 **20.3** This Agreement including any attachments or exhibits, constitutes the entire  
18 Agreement of the parties with respect to its subject matter and supersedes all prior  
19 and contemporaneous representations, proposals, discussions and communications,  
20 whether oral or in writing. This Agreement may be changed or modified only by a  
21 written amendment signed by authorized representatives of both parties.  
22

23 **21. ASSIGNMENT/SUBCONTRACTORS**

24 **21.1** CONTRACTOR may not delegate or assign any interest in this Agreement, whether  
25 by operation of law or otherwise, without the prior written consent of COUNTY.  
26 Any attempt to delegate or assign any interest herein shall be deemed void and of  
27 no force or effect.  
28

1 21.2 No contract shall be made by the CONTRACTOR with any other party for  
2 furnishing any of the work or service under this Agreement without the prior  
3 written approval of the COUNTY; but this provision shall not require the approval  
4 of contracts of employment between the CONTRACTOR and personnel assigned  
5 under this Agreement, or for parties named in the proposal and agreed to under this  
6 Agreement.

7  
8 **22. ADMINISTRATION.**

9 22.1 The COUNTY Purchasing Agent, or designee, shall administer this Agreement on  
10 behalf of the COUNTY. The Purchasing Department is to serve as the liaison with  
11 CONTRACTOR in connection with this Agreement.

12  
13 **23. WAIVER.**

14 23.1 Any waiver by COUNTY of any breach of any one or more of the terms of this  
15 Agreement shall not be construed to be a waiver of any subsequent or other breach  
16 of the same or of any other term thereof. Failure on the part of the COUNTY to  
17 require exact, full and complete compliance with any terms of this Agreement shall  
18 not be construed as in any manner changing the terms hereof or stopping COUNTY  
19 from enforcement hereof.

20  
21 **24. JURISDICTION/VENUE**

22 24.1 This Agreement shall be governed by, and construed in accordance with, the laws of  
23 the State of California. CONTRACTOR agrees and consents to the exclusive  
24 jurisdiction of the courts of the State of California for all purposes regarding this  
25 Agreement and further agrees and consents that venue of any action brought  
26 hereunder shall be exclusively in the County of Riverside, California.  
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25. SEVERABILITY

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

26. CAPTIONS AND PARAGRAPH HEADINGS.

26.1 Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

27. NOTICES. All correspondence and notices required or contemplated by this Agreement

shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:  
County of Riverside, Community Health Agency  
Internal Support Contracts Administration  
4065 County Circle Drive  
Riverside, CA 92503

CONTRACTOR:  
American Lung Association  
424 Pendleton Way  
Oakland, Ca 94621

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

// // // // //



## EXHIBIT A

## SCOPE OF WORK

(TB education and prevention services)

American Lung Association of California, hereinafter referred to as "CONTRACTOR", hereby agrees to perform the following scope of services for the purpose of providing Tuberculosis (TB) Education and Prevention Programs as follows:

1. Provide staff to support the federally funded activities as described in the Center for Disease Control and Prevention's Cooperative Agreement with the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB).
2. Provide staff to assist with workgroups, meetings and conferences as needed.
3. Provide staff to assist with the strategic planning process as needed.

//////

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

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

**1 Invoice:**

**1.1** COUNTY agrees to pay acceptable invoice(s), 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 which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes CONTRACTOR.

**1.2** Invoice(s) shall itemize actual expense incurred, CONTRACTOR'S name and address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of CONTRACTOR.

**1.3** CONTRACTOR shall invoice COUNTY pursuant to the annual Award Letters-FEDS, as set forth in Attachment A, FUNDING TABLE, from the California Department of Public Health Tuberculosis Branch and as set forth in Exhibit A, SCOPE OF WORK, attached hereto.

**1.4** CONTRACTOR shall submit invoice(s) to the following address for processing:

Riverside County Department of Public Health  
Fiscal Division, Accounts Payable  
P.O. BOX 7849  
Riverside, CA 92513

**1.5** Compensation payable to CONTRACTOR by COUNTY for Funding Period of December 1, 2012 through November 30, 2013 shall not to exceed Award Letter # FEDS1213ISIT amount of nine hundred twenty-five thousand, three hundred fifty-three dollars (\$925,353) including all expenses.

ATTACHMENT A  
FUNDING TABLE

Award Letter #	Award Amount	Amount to COUNTY	Amount to CONTRACTOR
FEDS1213ISIT	\$1,007,862	\$82,509	\$925,353
TOTAL AMOUNT TO CONTRACTOR:			\$925,353

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