

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

422



FROM: Department of Public Health

SUBMITTAL DATE:
October 31, 2013

SUBJECT: Approve and execute the agreements with Claremont Graduate University for Community-based Participatory Research and Evaluation Services to Address Chronic Disease for the Healthy Riverside County Initiative for one year with the option for two additional annual renewals [all district] [Total cost \$299,979]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the professional service agreements with Claremont Graduate University, in the annual aggregate amount of \$99,993; and,
2. Authorize the Purchasing Agent to sign amendments for annual renewal for two additional years, in the annual aggregate amount of \$99,993.

BACKGROUND:

Summary

Chronic disease is the health challenge of the 21st Century. Impacting quality of life, productivity and health care costs, chronic diseases account for the majority of early deaths in Riverside County. The Healthy Riverside County Initiative (HRCI) established public health priorities to drive health promotion, policy and environmental change strategies and evidence-based practices to improve health, reduce and prevent chronic disease, and promote livable communities.

Susan D Harrington
Susan Harrington
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 99,993	\$ 99,993	\$ 299,979	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 99,993	\$ 99,993	\$ 299,979	\$ 0.00	
SOURCE OF FUNDS: Department Budget 4200100000				Budget Adjustment: No	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargenti
Jennifer L. Sargenti

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 11/13/13
NEAL R. KIPNIS

Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | District: All | Agenda Number:

3-35

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve and execute the agreements with Claremont Graduate University for
Community-based Participatory Research and Evaluation Services to Address Chronic Disease for
the Healthy Riverside County Initiative for one year with the option for two additional annual
renewals [all district] [Total cost \$299,979]**

DATE: October 31, 2013

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The four HRCI priorities are to (1) improve healthy nutrition, (2) increase physical activity, (3) reduce tobacco exposure and (4) support healthy and safe environments.

This comprehensive approach to improving the health of all Riverside County residents includes partnerships with schools, cities, health care providers, community-based and faith-based organizations, businesses, academic institutions and residents; policy development and implementation; improving service delivery systems; and proving evidence-based chronic disease prevention initiatives and programs.

To that end, the Department of Public Health sought a qualified academic institution to enter into a multi-year professional services agreement to design and conduct research supported interventions and evaluation services to address chronic disease.

Impact on Citizens and Businesses

This project aims to improve the health and decrease the long-term chronic disease burden, including early death and health care costs, of the community through healthy eating and active living interventions. There is no negative impact on citizens and businesses in the County of Riverside.

Contract History and Price Reasonableness

The Purchasing Department solicited a competitive bid (RFP#HSARC-272) for Community-based Participatory Research and Evaluation Services to Address Chronic Disease for the Healthy Riverside County Initiative on September 3, 2013. The RFP notification were emailed forty representatives at thirteen higher learning institutions within Southern California, advertised on the County's website and publicpurchase.com, resulting in five representatives from three universities attending the bidders meeting via conference call. Purchasing received two responsive bids for evaluation. The bids ranged in price from \$299,979 and \$1,011,300. The bids were reviewed and evaluated by an evaluation committee consisted of representative from Riverside County Executive Office, Department of Mental Health, and Department of Public Health. After a thorough review of the responses, the evaluation committee recommends the award be given to Claremont Graduate University as the lowest responsive/responsible bidder for the required services.

SERVICE AGREEMENT

for

**COMMUNITY-BASED PARTICIPATORY RESEARCH AND EVALUATION SERVICES TO
ADDRESS CHRONIC DISEASE**

between

COUNTY OF RIVERSIDE

and

CLAREMONT GRADUATE UNIVERSITY



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This Agreement, made and entered into this 22nd day of November, 2013, by and between Claremont Graduate University, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of twelve pages at the prices stated in Exhibit B, Payment Provisions, consisting of five page, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of nine pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through December 31, 2014, with the option to renew for two additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed ninety nine thousand nine hundred ninety three (\$99,993) dollars annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of

services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR’s expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Document and Media Destruction and Shredding Services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Department of Public Health
P.O. Box 7849
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-95261-001-12/14); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

6. Ownership/Use of Contract Materials and Products

6.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

6.2 The County recognizes and respects the conventions of academic authorship and shall not unreasonably withhold permission for CONTRACTOR personnel to claim authorship and copyright, or shares therein, on any academic, technical, or professional publications, including research proposals to third party sponsors, that may be created during the course of this contract or based on data first produced in the performance of this contract, whether such publications are produced solely by CONTRACTOR personnel or collaboratively with COUNTY. CONTRACTOR shall affix the applicable copyright notices and acknowledge County sponsorship, including the contract number. The County shall retain a perpetual non-exclusive, royalty-free license to use, reproduce, distribute to the public, display, perform, edit, adapt, and create derivative works from such publications.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an 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 to 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 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 is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

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

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. Administration/Contract Liaison

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

18. 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 two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
County of Riverside Purchasing and Fleet Services
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR
Claremont Graduate University
Attn: Dean R. Gerstein
150 East Tenth Street
Claremont, CA 91711

9. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney

fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

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

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event 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.

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

COUNTY OF RIVERSIDE:

CONTRACTOR:

Signature: _____
Print Name: John J. Benoit
Title: Chairman, Board of Supervisors
Dated: _____

Signature: Dean R. Gerstein
Print Name: Dean R. Gerstein
Title: Vice Provost
Dated: 11-7-13

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R KIPNIS DATE: 11/12/13

**EXHIBIT A
SCOPE OF SERVICE**

Community-based Participatory Research and Evaluation Services to Address Chronic Disease
Jurupa Valley Demonstration and Feasibility Assessment Narrative

1.0 Objectives

- 1.1 The project will be carried out under the Healthy Riverside County Initiative. The Initiative has four priorities
 - 1) Improve healthy nutrition
 - 2) Increase physical activity
 - 3) Reduce tobacco exposure
 - 4) Support healthy and safe environments

- 1.2 The project will focus especially on the first two priorities (healthy nutrition and physical activity) as means for reducing obesity and preventing diabetes in the Jurupa Valley population. The risk of cigarette smoking (Priority 3) and other tobacco carcinogens exposure for chronic disease will be included as part of two specific obesity/diabetes prevention programs and tobacco exposure together with nutrition, physical activity, and healthy and safe environments (Priority 4) will be included in community assessments, population screenings, and intervention assessments.

- 1.3 CONTRACTOR shall carry out a pilot demonstration project pursuant to the requirements of the program announcement. This will be done in three parts to test the feasibility of several components necessary for integrated comprehensive community-based prevention: a) a community assessment to engage leaders and citizens in a community-based participatory program for research leading to improved health outcomes for the population, b) community-based population screenings for diabetes, asthma and chronic disease risk factors, and c) delivery and feasibility assessment of selected components of a potential comprehensive community program for prevention of chronic diseases with emphasis on diabetes and secondary consideration for asthma, heart disease, and mental health prevention and control.

- 1.4 The demonstration project and feasibility tests will be carried out in two communities of Jurupa Valley representing distinct types of populations found in the municipality and the county as a whole. One community will be selected for its predominant Mexican-American population and low-income characteristics and the other for its dominant Anglo concentration and higher income characteristics. Similar community assessments, screenings and outcomes surveys, and prevention interventions will be tested for feasibility in each of these communities.

2.0 Feasibility Assessments

- 2.1 Feasibility assessments will examine key topics to inform intervention development and modes of delivery within the community. Topics will include the degree to which populations are knowledgeable about diabetes, asthma, and other chronic diseases and their causes, community readiness to participate in health promotion interventions, and the extent of resources for bringing together county and city governments, the private sector, faith-based organizations, NGO's, civic clubs, schools, families, and individuals in an integrated approach to diabetes and chronic disease prevention and control. CONTRACTOR shall

target specified numbers of individuals and organizations for participation in order to assess performance feasibility with a defined level of resources. Hence, the numbers (N's) presented in the application are feasibility reference points, and not to be taken as definitive relative to performance. The feasibility assessments will address four areas as described below:

- 2.2 The first set of feasibility questions includes items such as, what are the community resources in non-traditional settings as well as traditional health settings that might be brought to bear on chronic disease prevention in an integrated and comprehensive fashion? What role might schools and colleges/universities, Non-governmental Organizations (NGO), community centers, faith based organizations, civic clubs, non-“health” sectors of city and county governments, worksites, etc.?
- 2.3 The second set of feasibility questions focuses on which individuals, families, and organizations will be more or less likely to participate in specified community assessment and organization activities, health and risk factor screenings, and prevention intervention programs, and at what level?
- 2.4 The third set of feasibility questions concerns what screenings might yield for disparate communities in terms of diabetes and chronic disease risk factors. For example, what proportion will test diabetic, prediabetic, hypertensive, pulmonary compromised, etc. in low-income Mexican-American vs. moderate income White neighborhoods? This information will define resource allocation and city and county planning in the future.
- 2.5 The fourth feasibility question examines what the early indicators of health outcomes might be for those who participate. There will not be a randomized efficacy trial of any single or combination of program interventions, but the demonstration will provide preliminary information regarding possible delayed metabolic trajectories, reduced body mass, etc. relative to the objective of later more comprehensive interventions.

3.0 Project Timeline

The project will be carried out in phases over a one-year period. A general description and timeline for each phase follows.

3.1 Feasibility Planning and Protocol Development

Phase 1 (January 15-March 15, 2014) will involve development and refinement of community assessment, screening, pre- and post-intervention measures, and intervention components. All measures, screenings, and interventions will begin with evidence-based elements drawn in part from CONTRACTOR own research, and modified for the communities and populations in question. This phase will overlap somewhat with Phase 2 in that certain objectives, e.g., understanding and acceptance of the materials, etc. are concerns for both phases. Both Phase 1 and Phase 2 will be important in defining how much of what is being outlined in this proposal can be actually carried out given the limited time and resources. Activities in Phase 1 include conducting a thorough school and community health assessment of children and adults in the cities of Jurupa Valley and develop pilot projects for the prevention of obesity, diabetes, asthma and other chronic diseases in children, teens, adults and older adults.

3.2 Community Assessments

Phase 2 (February 15-May 15), in conjunction with DOPH staff, conduct a thorough school and community health assessment of children and adults in the cities of Jurupa Valley and Perris. This includes a baseline and at a minimum a one-year follow up. The community health assessment approach will be multi-pronged and may include analysis of existing health and demographic data, a household survey, a community asset map and health risk assessments. Other communities may be considered. The screenings and assessments will inform the feasibility trials as well as guide the creation of an action plan for the future development, implementation, evaluation, and dissemination of community health projects. Components of the community assessment will consist of: 1) accumulating and analyzing all relevant existing health-related data for Jurupa Valley previously collected by the Riverside County, Dept. of Public Health; Jurupa Valley school system; community-based organizations, etc. and 2) conducting key informant interviews and focus groups with community leaders, professionals, residents and others with first-hand knowledge about the community. These community experts, with their unique knowledge and understanding, will provide insight on the nature of health concerns/problems and offer input to inform future education and research activities. Important areas of assessment for health promotion activities will include, (1) community systems to support future activities (e.g. service providers, community- and faith-based organizations, policy makers, potential collaborating institutions and programs, other dedicated resources, etc.), (2) potential barriers (e.g. resistance to change, varying cultural norms and socioeconomic levels, low trust, low health literacy, poor communication infrastructure, low access to health service providers, immigration status, and (3) consideration of mediating pathways to improving health outcomes (e.g. social cohesiveness, social capital, supportive professional networks, degree of readiness for change, perceived collective efficacy, and perceived benefits and needs. The resulting action plan for Jurupa Valley will (1) identify areas of highest priority for the prevention and reduction of chronic, non-communicable diseases, (2) bring together a collaborative team of community-based groups, organizations and institutions, and academic researchers to work on improving health outcomes, and (3) inform the development of future, collaborative grant applications for research, community research and education capacity building, and (4) promote graduate student training. Included in the last month of this phase will be pilot testing of screenings and selected intervention components. CGU faculty and students will work with DOPH personnel to map relevant community resources.

3.3 Analysis of Phase 1 and 2 Findings and Finalization of Protocols

Phase 3 (May 15-August 30), will consist of analysis and interpretation of the qualitative and quantitative data collected in Phases 1 and 2, and fine tuning of screening, measurement and intervention protocols accordingly for application in later phases of the project. Multiple data collection techniques will facilitate the in-depth, qualitative analysis portion of this study, including tape-recording and transcribing focus group interviews, training interviewers, holding regular conference calls with project staff, collecting field notes, and performing participant observation. The constant comparative method will be used to analyze the participants' transcribed data. For quantitative data, global empirical analysis including frequency distributions, means and standard deviations, medians, ranges, correlations, and cross-tabulations will be used to describe characteristics and relationships among the variables. Sample characteristics, distributions of the variables, and reference group prevalence rates of key outcomes will be determined to assist in planning our future large-scale study. Results and recommendations will be shared with DOPH staff and students.

3.4 Screenings and Intervention Program Pretests

Phase 4 (September 1-October 15), like Phase 2, conduct a thorough school and community health assessment of children and adults in the cities of Jurupa Valley. Phase 4 will include two components, population screenings and pre-program intervention assessments of risk factor status.

3.4.1 *Population screenings* will be carried out in three types of settings in each of the two communities, each setting selected for its potential for reaching large and representative subpopulations. These include, schools, faith based organizations, and community centers or other high volume social or commercial aggregation points. Screenings will be carried out in one middle school, one elementary school, at least one church, and one community center or other public setting in each of the two communities. Adults (persons >18 years of age) and children ages 11-18 will be invited to participate in screenings. Target numbers for the screenings in each of the communities are 200 adults and 200 children. All screenings will involve full informed consent per CGU and County approved IRB protocols. Screenings will include assessments of a) diabetes and prediabetes status, b) diabetes risk, c) lung function, and other risk factors for chronic disease. Screening classifications for diabetes and prediabetes follow ADA guidelines and include A1C values of between 6 and 6.5% for prediabetes and 6.5% or greater for diabetes. Diabetes risk factors to be assessed per ADA guidelines include overweight, body mass index above 25, inactivity, age 45 or older, family history of type 2 diabetes, African American, Hispanic, American Indian, Asian-American or Pacific Islander ethnicity, history of gestational diabetes or having given birth to a baby who weighed more than 9 pounds (4.1 kilograms), history of polycystic ovary syndrome, and hypertension. To these we add waist circumference - shown to be a better predictor than BMI. Smoking history and environmental tobacco smoke exposure (ETS) will be assessed, as well as school and home proximity to major roadways (using address mapping protocols developed at the USC Southern California Environmental Sciences Center). The Glycated (A1C) Hemoglobin Test assesses average hemoglobin glucose levels over the last 90-120 days (weighted toward the last 30 days) and is a reliable and cost-effective indicator of diabetic/prediabetic status. Automated assessments of blood samples drawn from finger sticks performed by certified personnel will be done on site using standardized procedures. Blood pressure will be assessed by automated technology. Measures of waist circumference, height and weight, lung function, and other risk factors will follow ADA and HANES protocols. Graduate public health students will be trained to carry out the screenings and will be supervised by appropriately trained faculty on site.

3.4.2 *Pre- and post- test measures* will be taken to assess change in relevant outcomes targeted in community-based diabetes prevention and control interventions. These include AC1, body mass (BMI and waist circumference), and blood pressure. The same additional risk factors will be assessed for the intervention populations as in the general population screenings. Three waves of measures will be taken, one prior to interventions (Pre - mid September), one immediately following and one approximately 3 months following interventions (Post3).

3.5 Intervention program development

Phase 5 (Sept. 1-Oct. 30), develop pilot projects for the prevention of obesity, diabetes, asthma and other chronic diseases in children, teens, adults and older adults using evidence-based and research supported interventions such as collective impact initiatives and community-based participatory research approaches. CONTRACTOR shall work with DOPH personnel to develop pilot prevention projects consistent with this objective. Two pilot projects shall be carried out over the one-year period; each of these would target one of two audiences: 1) prediabetic adults identified in population screenings and recruited into CDC-program based diabetes prevention classes, and 2) middle school youth receiving evidence based in-school interventions derived from Project SHARP, an NIH-funded trial found to be effective in reducing body mass and reducing cigarette smoking in middle school youth – developed and carried out previously by these researchers. These two programs would serve purely as demonstrations and feasibility tests. Approximately $\frac{1}{4}$ of the class sessions comprising the original evidence based programs would be implemented due to time and resource limitations; this would permit a reasonable test of feasibility and a limited test of potential impact.

Actual implementation of these programs will be contingent on the dedication of additional resources by the County and community partners, including DOPH, school, and community participant time. The size and scope of these activities would depend on the degree of commitment of personnel, financial, and/or other resources. The suggested programs include:

3.5.1 Diabetes prevention classes for prediabetics. A class of approximately 26 prediabetic adults identified through population screenings will participate in four weekly 2-hour classes carried out in the month of September in each of the target communities (total participants ~ 52). Inasmuch as feasible, these participants will include husband wife pairs. Many are expected to be drawn from school based screenings and will have children participating in the school-based youth diabetes prevention program. The prediabetes classes for adults will be taught by CGU public health graduate students under the supervision of Kimberly Johnson, MPH, a Certified Trainer of Trainers for the CDC Diabetes Prevention Program. Classes will include interactive instruction about the causes of Type-II diabetes, lessons in healthy food preparation, and group participation in moderately intensive, fun family appropriate physical activities. These will be supplemented with brief (10 minute) between -class telephone counseling sessions, also carried out by CGU graduate students under faculty supervision, to encourage and reinforce practice at home of what is taught in the classes. Depending upon community input, a Facebook page might be created to encourage social networking among group members so as to reinforce one another's lifestyle changes, facilitate problem solving relative to social and environmental barriers, and encourage getting participants' together for healthy meals and physical activity. The pre-test will be taken as described above during the first class session (first week in September). Post0-test will be taken at the final session (fourth week in September), and Post3 test will be given the second week in December, three months after the second session. The goal of the program will be to achieve 3% loss of body weight and document related reductions in A1C values. CONTRACTOR chose this as benchmark for the limited intervention since 7% loss of body weight has been found to be associated with 52% reduction in risk of conversion from prediabetic to diabetic status.

- 3.5.2 *An obesity control/primary diabetes prevention program* consisting of 4 weekly classes will be delivered in two seventh grade classrooms in each of the two participating communities (~130 students total) between September 15 and October 30. The interventions will be delivered by Public Health graduate students under the close supervision of faculty. These classes will mirror to a great extent the content of the adult classes, but be made age appropriate. Elements of the CDC diabetes program will be melded with those of Project SHARP, an evidence based obesity prevention program developed by Dr. Johnson, leader of this proposal. Hands on learning sessions include risk factors for diabetes and heart disease and cancer, healthy food choices and preparation, and engaging moderately intense physical activity sessions. Pre-test measures will be taken in the first class. Post0-test will be given at the final session (fourth week in September), and Post3 test will be given the second week in December, three months after beginning of the program. The goal of the program will be to achieve 3% reduction in BMI for those found at baseline to be overweight or obese, and to document related reductions in A1C values.
- 3.5.3 In the absence of randomized control groups, pre- and post-measures will be supplemented with appropriate comparisons of values for general populations in school and other community screenings. While these external comparison groups do not provide a pre-post comparison for those not receiving intervention they do provide a separate reference group. Although this limits the interpretability of intervention findings, it imposes no limitations relative to the true purposes of this proposal: demonstration and feasibility assessment.
- 3.5.4 Statistical analyses will be performed to evaluate the changes of intervention relevant outcomes. Preliminary analyses will be done to compare baseline characteristics of subjects available for analysis at the follow-up time points with those who are missing to evaluate potential sampling biases. CONTRACOTR shall supplement the primary analyses with multiple imputation or propensity score weighting (Allison, 2001). As A1C reflects an average blood glucose level over 8-12 weeks, a paired T test will be adopted to compare post-test measure at 3 months (i.e. Post3) with the pre-test A1C to evaluate the changes in average A1C levels over time. To evaluate the changes in other relevant prevention outcomes (e.g. BMI, waist circumference, and nutrition knowledge and attitudes) over the three measurement occasions (i.e. Post0, Post1 and Post3), the general linear random-effect model (for continuous dependent variables, e.g. BMI) and generalized estimating equations (GEE, for categorical variables, e.g. overweight status) will be employed. General Linear Mixed Model implemented in SAS Proc Mixed procedure allows for the non-independence of observations due to repeated measures (Fitzmaurice G.M., 2004; Littell RC, 1996). Generalized Estimation Equation (GEE) implemented in SAS Proc GENMOD procedure allows us to evaluate the overall outcome change across the entire follow-up time period. Autoregressive correlation structure of repeated observations within the same patients will be considered in the modeling process. Robust estimation of parameter estimates will be adopted since the robust estimation produces consistent point estimates and standard errors even if the working correlation matrix is misspecified (Horton NJ, 1999; Liang et al., 1986; Zeger and Liang, 1992). All analyses will be performed using the SAS statistical systems. The criterion for statistical significance will be at the 0.05 level. Post-hoc power will be estimated.

Effect size of the intervention effects will be calculated as one of the final outcomes of this study to assist us in designing a future large-scale research study. CGU faculty will supervise graduate students in all their activities relative to project development and implementation.

4.0 One-Year Follow-Up Screenings

Phase 6 (Nov. 1-Nov 30), in conjunction with DOPH staff, conduct a thorough school and community health assessment of children and adults in the cities of Jurupa Valley and Perris. This includes a baseline and at a minimum of a 3-month follow up. The community health assessment approach will be multi-pronged and may include analysis of existing health and demographic data, a household survey, a community asset map and health risk assessments. Phase 4 will include two components, population screenings and post-program intervention assessments of risk factor status. Participants in the initial population screenings will be invited back for follow up screenings to assess changes in health and risk status using the same protocols as in the original screenings. As described above, participants in prevention intervention programs will be invited back for 3-month follow up.

5.0 Preparation of the Final Report and Journal Article

5.1 Phase 7 (Dec 1-Jan 15) CONTRACTOR shall prepare a final report to include findings relevant to:

5.1.1 Community and individual acceptance of programs tested; and

5.1.2 Data summaries for health and risk factor indicators on screenings and pre- and post-intervention tests.

5.2 CONTRACTOR shall present data-based recommendations to DOPH and County leadership relative to the feasibility and best strategy for a more comprehensive program for diabetes and other chronic disease prevention for cities and communities in Riverside County. Pending outcomes of this demonstration and feasibility test CONTRACTOR will make recommendations regarding expansion of the demonstration to a trial involving multiple communities and more inclusive and complete program elements integrated across governmental and non-governmental systems for prevention and control of obesity, diabetes, asthma and other chronic diseases in the county. CONTRACTOR offer suggestions as to how this trial or a succession of trials might be made part of an action research program both for promoting the health of Riverside residents in a cost-effective way and advancing prevention science in the process. Both structure and process shall be used to achieve these ends. An output of this phase might include at least one collaborative research proposal and assist DOPH in developing the research and evaluation components of federal, state and foundation chronic disease prevention grant applications.

5.3 In addition, CONTRACTOR shall prepare a paper for submission to a professional journal describing the accomplishments and outcomes of the pilot project. Finalization of the paper for submission may carry over beyond the period of the contract consistent with the iterative nature of such publications.

6.0 Rationale for Community Selection

COUNTY and CONTRACTOR shall select a two-community demonstration project within the jurisdiction of a single municipality, Jurupa Valley, with two communities selected for comparison on the basis of their different ethnic and income characteristics. Make a similar comparison crossing

two cities by selecting one community from one city and the other community from another city, e.g., Jurupa Valley and Perris, respectively. CONTRACTOR believes that it would be more efficient to work within the jurisdiction of a single municipality for this relatively small pilot demonstration project.

7.0 Demonstration and Feasibility

All the work described in this agreement is intended as demonstration and feasibility testing. Central to the definition of demonstration and feasibility testing as taken here is assessment of how far a given set of limited resources will take one relative to availability of support resources and potential barriers to be found in the community and unknown at this time. This means that despite diligent efforts on the part of CGU and collaborating DOPH personnel, the full extent and scope of the work to be performed will have to be adapted to the prevailing circumstances and may be limited by those circumstances. This is the nature of a demonstration and feasibility project.

8.0 Collaboration with Department of Public Health Personnel

CGU faculty and staff will work with DOPH staff in developing all phases of the program and will advise DOPH consistent with project objectives and outcomes. DOPH staff will be invited to participate in planning meetings, development of measures and protocols, etc. The CGU team will work with DOPH personnel to develop one or more grant applications for community based prevention research and evaluation.

9.0 Presentations to County Supervisors and Community Leaders

CONTRACTOR shall present their report to the County Supervisors and other community leaders and constituents as deemed appropriate and present timely preliminary reports in support of the County's health policy development and implementation.

10.0 Strengths and limitations of the Project

The project will inform the County of the feasibility of community organization, assessment and intervention efforts that integrate the public and private sectors, health and non-health institutions, and health system-academic alliances, and the potential benefits of such liaisons for achieving cost-effective chronic disease risk factor reduction. CONTRACTOR shall not use a randomized trial methodology that would provide tight controls relative to outcomes. That would be far more expensive and goes beyond the scope of this project. Findings from the program of research should point to promising directions for expanded and more tightly controlled replication in the future. As such and with anticipated collaborative grant solicitation, this project will serve as the first step toward a program of long term collaboration between Riverside County and Claremont Graduate University for prevention science research to improve the wellbeing of Riverside county residents and communities.

11.0 The plans for Year Two and Year Three described below assume successful implementation of all components described in the plan for Year One. They are provisional depending in part on the results from Year One and, for certain clearly identified components, the securing of additional resources. In addition to the activities CONTRACTOR will complete with the resources available per CONTRACTOR budget, the contingent activities (**OPTIONS**) would be undertaken with County approval only if additional funding or in-kind resources become available.

11.1 Scope of Services in Year Two

11.1.1 In Year Two, the objectives will be to:

- 11.1.1.1 Carry out screenings and post-intervention assessments of original cohorts, supplemented with small additional cohorts,
- 11.1.1.2 Identify through community engagement the most promising prevention approaches relative to community needs and accomplishments in Year One,
- 11.1.1.3 Develop and initiate a collaborative community translational research center or institute with Riverside County, Claremont Graduate University, and others as partners,
- 11.1.1.4 Expand pilot program components to full program components,
- 11.1.1.5 Explore expansion in the number and types of community components for integration into a comprehensive community program, and
- 11.1.1.6 Expand the geographic and population reach of planning activities to include two additional municipalities.

11.1.2 The tentative timeline will be:

- 11.1.2.1 *January-February* – Hold Jurupa Valley town meeting to discuss outcomes of Year One, provide overview of Year Two plans, and get input relative to delivery of Year Two programs.
- 11.1.2.2 *February-March* – Conduct Two Jurupa Valley workshops with community leaders, advocates, and other community representatives together with County and Claremont Graduate University representatives. The purpose of these workshops will be to refine program objectives compatible with community needs, get feedback on Year One programs, and engage community in planning and implementation for Year Two.
- 11.1.2.3 *February-April* – To sustain and reinforce the collaboration, a small Task Force of Riverside County, Claremont Graduate University, and other institutional leaders in the region to be identified will guide finalization of a collaborative institute or center initiated in Year One for translational community research to improve population health and well-being in communities of the region while advancing prevention science.
- 11.1.2.4 *May-June* – Assessments of cohorts from Year One screenings following pre-established protocols. This is based on the assumption of 15% attrition from original sample.

11.1.3 OPTION 1:

- 11.1.3.1 *May-June* – Additional Jurupa Valley population screenings following protocols established in Year One. Contingent on availability of funds.
- 11.1.3.2 *September-October* – Delivery of Jurupa Valley school-based obesity and chronic disease risk factor reduction program for a small group of youth and families based on protocols established in Year One

11.1.4 OPTION 2:

- 11.1.4.1 *September-October* – Expansion of school/family program to include additional youth and families and to include twelve weekly sessions plus monthly follow-up meetings as recommended in standard curriculum for the Centers for Disease Control and Prevention National Diabetes Prevention Program. Contingent on availability of funds.
- 11.1.4.2 *October-November* – Creation of additional Task Force(s) in Jurupa Valley and two additional Riverside County communities to be identified (e.g., Perris and one other). Each task force will include government leaders, representatives from

relevant branches of county and city government, schools, etc. who will assess the feasibility of a media component and other community components (city planning, parks and recreation, hospitals and clinics, faith-based organizations, NGOs, school curriculum and events, etc.) to be integrated into a comprehensive community program.

11.1.5 OPTION 3:

- 11.1.5.1 *October-November* – Post-test of interventions. Contingent on availability of funds.
- 11.1.5.2 *November-December* – Preparation of final report to County, City, and Community constituents and development of paper for publication.
- 11.1.6 Additional services to be provided on an ongoing basis include:
 - 11.1.6.1 Presentation at two or more professional or scientific meetings. .
 - 11.1.6.2 Submission of one or more grant proposals to the National Institutes of Health or other funding agencies.

11.2 **Scope of Services in Year Three**

11.2.1 In Year Three, the objectives will be to:

- 11.2.1.1 Carry out screenings post-intervention assessments of original cohorts, supplemented with additional cohorts,
- 11.2.1.2 Identify through community engagement the most promising prevention approaches relative to community needs and accomplishments in Years One and Two,
- 11.2.1.3 Integrate additional community components beyond school obesity/risk factor and adult diabetes prevention programs,
- 11.2.1.4 Expand integrated program to include three municipalities,
- 11.2.1.5 Assess program effects both long term for individual components delivered in Years One and Two, and short term for integrated program implemented in Year Three.

11.2.2 The tentative timeline will be:

- 11.2.2.1 *January-February* – Hold town meetings in three municipalities (Jurupa Valley and potentially Perris and one other) to discuss outcomes of Years One and Two, provide overview of Year Three plans, and get input relative to delivery of integrated Year Three programs.
- 11.2.2.2 *February-March* – Conduct two workshops in each of the three municipalities, with one potentially being combined for the three cities for cross-fertilization of ideas. These workshops will include community leaders, advocates, and other community participants together with County and Claremont Graduate University representatives. The purpose will be to refine program objectives compatible with community needs, get feedback on Year One and Two programs, and engage communities in planning and implementation for Year Three.
- 11.2.2.3 *May-June* – Assessments of cohorts from Years One and Two following pre-established protocols. This is based on the assumption of 15% attrition from original sample.

11.2.3 OPTION 4:

- 11.2.3.1 *May-June* – Additional population screenings in three municipalities following protocols established in Year One. Contingent on availability of funds.

11.2.4 OPTION 5:

11.2.4.1 *June-October* – Expansion of school/family program to include additional youth and families from three municipalities and to include twelve weekly sessions plus monthly follow-up sessions. Contingent on availability of funds.

11.2.4.2 *June-October* – Creation of a Community Advisory Panel in each participating municipality to advise on expansion and development of integrated multi-component program for one, two, or three cities.

11.2.5 OPTION 6:

11.2.5.1 *October-November* – Post-test of interventions. Contingent on availability of funds.

11.2.5.2 *November-January* – Preparation of final report to County, City, and Community constituents and development of paper for publication.

11.2.6 Additional services to be provided on an ongoing basis include:

11.2.6.1 Presentation at two or more professional or scientific meetings.

11.2.6.2 Submission of one or more grants proposals to the National Institutes of Health or other funding agencies.

11.2.7 The final scope of work for Years Two and Three will be developed and approved late in Years One and Two, respectively so as to reflect the realities of progress to date, community participation, outcomes analysis, evolving community needs and resources, and auxiliary funding status.

11.3 **Conference Presentations**

CONTRACTOR'S project personnel shall participate in and present findings relative to the program in at least two national and two regional or state meetings each year. Funds have been allocated accordingly in each budget year for this purpose.

11.4 **Community Engagement**

In each of the three years, CONTRACTOR shall engage participating communities in a series of activities to solicit community input into program planning, implementation, and discovery to improve community health and well-being.

11.4.1 Year One. Community engagement activities include but are not limited to:

11.4.1.1 Town meetings in Jurupa Valley to discuss program plans and get input relative to content and delivery of Year One programs.

11.4.1.2 Two Jurupa Valley workshops with community leaders, advocates, and other community representatives.

11.4.1.3 Presentation of year-end report to community interest groups.

11.4.2 Year Two. Community engagement activities include but are not limited to:

11.4.2.1 Town meetings in Jurupa Valley to discuss outcomes of Year One, provide overview of Year Two plans, and get input relative to delivery of Year Two programs.

11.4.2.2 Two Jurupa Valley workshops with community leaders, advocates, and other community representatives.

11.4.2.3 Formation of a small Task Force of community leaders along with key personnel from Riverside County and Claremont Graduate University.

11.4.2.4 Formation of additional Task Force(s) in Jurupa Valley and two additional Riverside County communities to be identified.

11.4.2.5 Presentation of year-end report to community interest groups.

11.4.3 Year Three. Community engagement activities include but are not limited to:

- 11.4.3.1 Town meetings in three municipalities, including Jurupa Valley, to discuss outcomes of Year One and Two, provide overview of Year Three plans, and get input relative to delivery of integrated Year Three programs.
- 11.4.3.2 Two workshops in each of the three municipalities, with one potentially being combined for the three cities for cross-fertilization of ideas.
- 11.4.3.3 Creation of a Community Advisory Panel in each participating municipality.
- 11.4.3.4 Presentation of year-end report to community interest groups.

**EXHIBIT B
PAYMENT PROVISIONS**

Total for Three Years

Personnel	Rate Per Day	Days	Total
Project Director	\$2,000.00	18	\$36,000.00
Research Scientist	\$800.00	75	\$60,000.00
Research Analyst	\$500.00	120	\$60,000.00
Administrative	\$320.00	30	\$9,600.00
Research Assistants	\$175.00	150	\$26,250.00
Part-Time Staff	\$150.00	60	\$9,000.00
Community Consultants	\$400.00	30	\$12,000.00

Personnel Costs	\$212,850.00
Other Costs	\$48,000.00
Indirect Costs (15%)	\$39,127.50
Total Cost	\$299,977.50

Year One Cost

Personnel	Rate Per Day	Days	Total
Project Director	\$2,000.00	6	\$12,000.00
Research Scientist	\$800.00	25	\$20,000.00
Research Analyst	\$500.00	40	\$20,000.00
Administrative	\$320.00	10	\$3,200.00
Research Assistants	\$175.00	50	\$8,750.00
Part-Time Staff	\$150.00	20	\$3,000.00
Community Consultants	\$400.00	10	\$4,000.00
Personnel Costs			\$70,950.00
Other Costs			\$16,000.00
Indirect Costs (15%)			\$13,042.50
Total Cost			\$99,992.50

Year Two Cost

Personnel	Rate Per Day	Days	Total
Project Director	\$2,000.00	6	\$12,000.00
Research Scientist	\$800.00	25	\$20,000.00
Research Analyst	\$500.00	40	\$20,000.00
Administrative	\$320.00	10	\$3,200.00
Research Assistants	\$175.00	50	\$8,750.00
Part-Time Staff	\$150.00	20	\$3,000.00
Community Consultants	\$400.00	10	\$4,000.00
Personnel Costs			\$70,950.00
Other Costs			\$16,000.00
Indirect Costs (15%)			\$13,042.50
Total Cost			\$99,992.50

Year Three Cost

Personnel	Rate Per Day	Days	Total
Project Director	\$2,000.00	6	\$12,000.00
Research Scientist	\$800.00	25	\$20,000.00
Research Analyst	\$500.00	40	\$20,000.00
Administrative	\$320.00	10	\$3,200.00
Research Assistants	\$175.00	50	\$8,750.00
Part-Time Staff	\$150.00	20	\$3,000.00
Community Consultants	\$400.00	10	\$4,000.00
Personnel Costs			\$70,950.00
Other Costs			\$16,000.00
Indirect Costs (15%)			\$13,042.50
Total Cost			\$99,992.50

Personnel

Project Director

The Project Director will provide administrative and scientific leadership; ensure the effective execution of all assessments and analyses, and spearhead the development of all reports and publications. For these services, support is requested at \$2,000 per day for 6 days in each year of the project.

Research Scientists

Two research scientists will guide the development of all assessment and intervention programs, oversee data management procedures, supervise the analytic plan and data analyses, and contribute to preparation of reports and manuscripts. For these services, support is requested at \$800 per day for 25 days in each year of the project.

Research Analysts

Three research analysts will supervise the implementation of assessment and intervention programs, conduct data analyses, and contribute to preparation of reports and manuscripts. For these services, support is requested at \$500 per day for 40 days in each year of the project.

Administrative

One administrative staff member will coordinate activities with community organizations, procure materials and resources, arranging meetings, and preparing financial and operational documentation as necessary. For these services, support is requested at \$320 per day for 10 days in each year of the project.

Research Assistant

One PhD-level research assistant will be tasked with coordinating the development of health questionnaires, training hourly staff to perform recruitment, assessment, and intervention procedures, supervising in-field operations, and overseeing data entry. For these services, support is requested at \$175 per day for 50 days in each year of the project.

Part-Time Staff

Part-time staff will be hired as necessary to assist with recruitment, assessment, and intervention procedures. For these services, support is requested at \$150 per day for 20 days in each year of the project.

Community Consultants

A Community Advisory Board comprised of key stakeholders from local government agencies, schools, and community organizations will be formed to guide the development of assessment and intervention programs. For these services, support is requested at \$400 per day for 10 days in each year of the project.

Other Expenses

Description	Year One	Year Two	Year Three	Amount
Supplies	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00
Measurement Equipment	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Translation	\$1,500.00	\$1,000.00	\$1,000.00	\$3,500.00
Printing	\$3,000.00	\$2,000.00	\$2,000.00	\$7,000.00
Incentives	\$2,500.00	\$1,500.00	\$1,500.00	\$5,500.00
Town Meetings & Focus Groups	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00
Community Workshops	\$0.00	\$2,000.00	\$2,000.00	\$4,000.00
Telecommunications	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00
Postage	\$5,00.00	\$5,00.00	\$5,00.00	\$1,500.00
Travel	\$1,500.00	\$3,000.00	\$3,000.00	\$7,500.00
Total	\$16,000.00	\$16,000.00	\$16,000.00	\$48,000.00

Supplies – Funds are requested at \$2,000 in each year for routine office supplies. This includes, but is not limited to, the purchase of printing cartridges, pens, pencils, paper, memory sticks, computer peripherals, and software.

Measurement Equipment – Funds are requested at \$1,000 in Year One for the purchase of one stadiometer, one measuring tape, and one Tanita WB-110A Class III digital scale. This equipment will be used to obtain measurements that will determine the body mass index of all study participants.

Translation – Funds are requested at \$1,500 in Year One, \$1,000 in Year Two, and \$1,000 in Year Three for the Spanish translation of study materials by OneWorld Language Solutions (<http://oneworldlanguage.com/>).

Printing – Funds are requested at \$3,000 in Year One, \$2,000 in Year Two, and \$2,000 in Year Three for the printing of questionnaires and intervention materials for the programs.

Incentives – Funds are requested at \$2,500 in Year One, \$1,500 in Year Two, and \$1,500 in Year Three to compensate both youths and their parents that participate in assessments and intervention programs at local schools.

Town Meetings and Focus Groups – Funds are requested at \$2,000 in each year to host town hall meetings and focus groups with community stakeholders.

Community Workshops – Funds are request at \$2,000 in Year Two and \$2,000 in Year Three to host training and development workshops with community stakeholders.

Telecommunications – Funds are requested at \$2,000 in each year to cover costs related to telecommunication expenses. This includes wireless internet access for all personnel, web-conference services used to support online meetings, and cell phones utilized by part-time staff when performing recruitment and intervention procedures.

Postage – Funds are requested at \$500 in each year for the mailing of study-related materials to schools, families, etc. This includes monthly postage machine rental expenses.

Travel – Funds are requested at \$1,500 in Year One, \$3,000 in Year Two, and \$3,000 in Year Three for travel to national, state, and regional conferences at which findings and outcomes from the project will be presented.

Indirect Costs

An indirect rate of 15% has been applied to all cost.

Attachment 1
HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and Claremont Graduate University

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Community-based Participatory Research and Evaluation Services to Address Chronic Disease (the "Underlying Agreement") between the County of Riverside ("County") and Claremont Graduate University, ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or 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 of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing services on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402. For purposes of this definition, "compromises the security or privacy of PHI" means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:
 - (1) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (3) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Data aggregation" has meaning given such term in 45 CFR §164.501.
 - C. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - D. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
 - E. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
 - F. "Health care operations" has the meaning given such term in 45 CFR §164.501.
 - G. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
 - H. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
 - I. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
 - J. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
 - K. "Required by law" has the meaning given such term in 45 CFR §164.103.
 - L. "Secretary" means the Secretary of the Department of Health and Human Services ("HHS").
 - M. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
 - N. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the requirements of 42 USC §17936;
 - (2) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

- (3) Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware.
- F. Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or

eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

- K. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

6. **Access to PHI, Amendment, and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI and electronic health record.** Provide access to PHI in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524. If Contractor uses or maintains electronic health records, Contractor shall, at the request of County, provide electronic health records in electronic format to enable County to fulfill its obligations under 42 USC §17935(e).
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for County information required by this section for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event Contractor needs to create, receive, or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §§164.314(a)(2)(i), and 164.306, Contractor shall:

- A. Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitations, each of the requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance by Contractor's workforce;
- F. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable appropriate safeguards to protect it;
- G. Report to County any security incident of which Contractor becomes aware; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including, but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- (1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- (2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §§ 164.404, 164.406 and 164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend, and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §§ 164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- (3) If termination of the Underlying Agreement is not feasible, the non-breaching party may report the problem to the Secretary, and upon the non-breaching party's request, the breaching party at its own expense shall implement a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule, and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor pursuant to the terms of this Addendum shall be in writing and delivered to the County by either first class United States mail with postage prepaid, registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as County may

hereafter designate. All notices provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

Name: Rick Hai
Title: Procurement Contract Specialist
Address: 2980 Washington Street
Riverside, CA 92504