

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

571



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
November 18, 2014

**SUBJECT:** Ratify multi-year Agreement #15-081 with the Community Translational Research Institute and the County of Riverside Department of Public Health for community based participatory research and evaluation services to address diabetes and other chronic disease. All Districts. [\$1,830,000]; 100% funded by the Department of Public Health.

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

1. Ratify Agreement #15-081 between Community Translational Research Institute (CTRI) and the County of Riverside Department of Public Health (DOPH) in the amount of \$1,830,000 for the period of performance of December 1, 2014 through June 30, 2019;
2. Authorize the Chairman of the Board to sign four (4) originals of said agreement on behalf of the County; and
3. Authorize the Purchasing Agent, accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement, performance period, or compensation provision.

**BACKGROUND:**

**Summary** (continued on page 2)

MO:wh

*Sarah Mack*  
Sarah Mack, Deputy Director  
for Susan D. Harrington, Director  
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 230,000	\$ 400,000	\$ 1,830,000	\$ 0	Consent <input type="checkbox"/> Policy X
NET COUNTY COST	\$ 230,000	\$ 400,000	\$ 1,830,000	\$ 0	

**SOURCE OF FUNDS:** 100% funded by Department budget

<b>Budget Adjustment:</b>	No
<b>For Fiscal Year:</b>	14/15

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

APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

PURCHASING & FLEET SERVICES: Lisa Brandl, Director  
 Departmental Circumference  
 ANITA C. WILLIS  
 DATE: 11-25-14  
 FORM APPROVED BY COUNTY COUNSEL: *Anita C. Willis*

Positions Added  
 Change Order  
 A-30  
 4/5 Vote

Prev. Agn. Ref.: 9/23/14, Item 3-73 | District: All | Agenda Number:

**3-23**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Ratify multi-year Agreement #15-081 with the Community Translational Research Institute and the County of Riverside Department of Public Health for community based participatory research and evaluation services to address diabetes and other chronic disease. All Districts. [\$1,830,000]; 100% funded by the Department of Public Health.

**DATE:** November 18, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

Formed by the Riverside County Board of Supervisors on February 25, 2014, the Community Translational Research Institute (CTRI) is a collaborative not-for-profit organization with the Inland Empire Health Plan (IEHP), Claremont Graduate University – School of Community and Global Health, University of California, Riverside – School of Medicine and the County of Riverside to promote the evidence-based chronic disease prevention policies and programs, including Diabetes Free Riverside (DeFeR).

DeFeR focuses on the first two Healthy Riverside County Initiative priorities – improve health nutrition and increase daily physical activity – as a means for reducing obesity and preventing diabetes. The project includes conducting school and community health assessments of children and adults, population screenings, and the development of pilot projects for the prevention of obesity, diabetes, asthma and other chronic diseases in conjunction with current community initiatives. CTRI will also work with DOPH staff to advance departmental research capabilities.

DOPH did not complete negotiations with CTRI until early November 2014.

**Impact on Citizens and Businesses**

By identifying community health needs for Riverside County residents as well as develop translational research models to address those needs and improve the science of community based prevention. CTRI will mentor County personnel in translational research and identify opportunities for students to participate in research projects in Riverside County. CTRI will collaborate on grant applications and implementation for translational research projects as well as carry out related and additional research, administrative and supervisory activities in support of this agreement between CTRI and the DOPH.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The approved County budget included funding for DOPH to contract for diabetes and chronic disease research with CTRI for the amount of \$300,000 on September 23, 2014.

The table below outlines how the funds are distributed over the five year term of the agreement.

<b>Fiscal Year</b>	<b>Amount</b>
FY 14/15	\$230,000
FY 15/16	\$400,000
FY 16/17	\$400,000
FY 17/18	\$400,000
FY 18/19	\$400,000
<b>TOTAL</b>	<b>\$1,830,000</b>

**Contract History and Price Reasonableness**

CTRI is to be funded \$400,000 per year based on the level of services indicated in the scope of work specified by our funding agreement. Pricing is based on similar agreements with similar level of services and scope of work. Price is reasonable based on staff and resource costs based on work that will be done by CRTI.

Date: November 17, 2014  
From: Susan D. Harrington, Director Department/Agency: Department of Public Health  
To: Board of Supervisors/Purchasing Agent  
Via: Purchasing Agent  
Subject: Sole Source Procurement; Request for Community Translational Research Institute

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** a five year Agreement to address diabetes and other chronic diseases through community based participatory research and evaluation services.
2. **Supplier being requested:** Community Translational Research Institute (CTRI).
3. **Alternative suppliers that can or might be able to provide supply/service:** CTRI is a collaboration and partnership of local academic institutions, health care plans and the County of Riverside. There are no other university-based suppliers that can provide the service in this community.
4. **Extent of market search conducted:** Market research was conducted using the Internet and although there are stand-alone academic institutions that conduct research and similar services as CTRI, none provide the unique collaboration and community-based partnership as delineated in #5.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** CTRI is a unique collaborative not for profit organization with Inland Empire Health Plan, Claremont Graduate University-School of Community and Global Health, University of California Riverside School of Medicine and the County of Riverside to promote evidence-based chronic disease prevention policies and programs. CTRI members will collaborate on community-based participatory research, grant applications and leverage resources to maximize funding.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Funding will focus on developing community translational research collaborations between CTRI, the County of Riverside Department of Public Health (DOPH) and collaborating agencies. These collaborations will be centered on identifying and addressing the most pressing community and public health concerns of the region. CTRI will work with DOPH to advance departmental research capabilities by developing research models and protocols in areas such as public health science, health policy analysis and program evaluation.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** CTRI is to be funded \$400,000 per year on the level of services indicated in the scope of work specified by our funding agreement. Pricing is based on similar agreements with similar level of services and scope of work. Price is reasonable based on staff and resources costs based on work that will be done by CTRI.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No, the County is not under any obligation to any future contractual arrangements with this service.

9. **Period of Performance:** December 1, 2014 through June 30, 2019

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)

David Mark for Susan Harrington 11/20/14  
**Department Head Signature** **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 1,830,000 One time Annual Amount through \_\_\_\_\_

Lisa Brundell 11/20/14 15-307  
**Purchasing Agent** **Date** **Approval Number**  
(Reference on Purchasing Documents)

Fy 14 - 15 230,000  
Fy 15-16 400,000 per year  
to 18-19

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



DEPT/BRANCH DOPH/Epi. & Prog. Evaluation			CONTRACT NO. 15-081		RFP NO. ---
FUND 10000	DEPARTMENT ID 4200101800	GRANT HS500058	PROGRAM ----	ACCT. 525440	LOCATION 6572-
CONTRACT AMOUNT \$1,830,000		PERIOD OF PERFORMANCE: December 1, 2014 through June 30, 2019			
COUNTY CONTACT Wendy Hetherington (951) 358-5557					
CONTRACTOR REPRESENTATIVE C. Anderson Johnson (andy.johnson@ctris.org)					
PROGRAM NAME: Community-based participatory research and evaluation services to address chronic disease					

This Agreement is made and entered into by and between the **County of Riverside**, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as "COUNTY", and

**Community Translational Research Institute**

hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the COUNTY has received funding for diabetes and chronic disease research; and

**WHEREAS**, the CONTRACTOR has the expertise, special knowledge, and experience to provide such identified services and is willing to so provide.

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree as provided in the Terms and Conditions on pages 1 through 15, Exhibit A, Scope of Work, on pages 16 through 21, and Exhibit B, Payment Provision, on pages 22 through 23, attached hereto and incorporated herein.

**CONTRACTOR**

**COUNTY**

By *Carl Anderson Johnson*

By \_\_\_\_\_

*Carl Anderson Johnson*  
Print Name

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

Date 11/17/2014

Date \_\_\_\_\_

ATTEST: Kecia Harper-Ihem, Clerk

By \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: *Patricia Munroe* 11/25/14  
PATRICIA MUNROE DATE

**TERMS AND CONDITIONS**

**1. DESCRIPTION OF SERVICES**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK, attached hereto and by this reference incorporated herein.

1.2 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 it is fully apprised of all 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, PAYMENT PROVISION, attached hereto. CONTRACTOR is not to perform services or provide products outside of this 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 on December 1, 2014 through June 30, 2019, unless terminated as specified in Section 14, TERMINATION.

**3. COMPENSATION.**

3.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein, CONTRACTOR shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein. Maximum payment to CONTRACTOR shall not exceed one million, eight hundred thirty thousand dollars (\$1,830,000), including all expenses.

3.2 COUNTY is not responsible for any fees or cost incurred above or beyond the

1 contracted amount, as stated above in Section 3, COMPENSATION, Paragraph  
2 3.1, and shall have no obligation to purchase any specified amount of services.  
3 Unless otherwise specifically stated in Exhibit B, PAYMENT PROVISIONS,  
4 COUNTY shall not be responsible for payment of any of CONTRACTOR'S  
5 expenses related to this Agreement.

6 **3.3** COUNTY requires written proof satisfactory to COUNTY of cost increases prior  
7 to any approved price adjustment. A minimum of 30-day advance notice in  
8 writing is required to be considered and approved by COUNTY. No retroactive  
9 price adjustments will be considered. Any price increases must be stated in a  
10 signed written amendment to this Agreement.

11 **3.4** COUNTY'S obligation for payment under this Agreement beyond the current  
12 fiscal year end is contingent upon, and limited by, the availability of COUNTY  
13 funding from which payment can be made. The COUNTY shall have no  
14 obligation to pay beyond June 30 of each calendar year unless funds are made  
15 available for such payment. In the event such funds are not forthcoming for any  
16 reason, COUNTY shall promptly notify CONTRACTOR in writing and this  
17 Agreement shall be deemed terminated effective as of the date set forth in the  
18 notification provided by the COUNTY.

19  
20 **4. HOLD HARMLESS/INDEMNIFICATION.**

21 **4.1** CONTRACTOR shall indemnify and hold harmless the COUNTY, its agencies,  
22 districts, special districts and departments, their respective directors, officers,  
23 Board of Supervisors, elected and appointed officials, employees, agents and  
24 representatives from any liability, claim, damage or action whatsoever, based or  
25 asserted upon any act or omission of CONTRACTOR, its officers, employees,  
26 subcontractors, agents or representatives arising out of or in any way relating to  
27 this Agreement, including but not limited to property damage, bodily injury, or  
28 death, unless due to the active negligence of COUNTY. CONTRACTOR shall

1 defend, at its sole cost and expense, including but not limited to attorney fees, cost  
 2 of investigation, defense and settlements or awards in any action or claim against  
 3 or related to the COUNTY, its agencies, districts, special districts and  
 4 departments, their respective directors, officers, Board of Supervisors, elected and  
 5 appointed officials, employees, agents and representatives. With respect to any  
 6 action or claim subject to indemnification herein by CONTRACTOR,  
 7 CONTRACTOR shall, at their sole cost, have the right to use counsel of its own  
 8 choice and shall have the right to adjust, settle, or compromise any such action or  
 9 claim without the prior consent of COUNTY, provided, however, that any such  
 10 adjustment, settlement or compromise in no manner whatsoever limits or  
 11 circumscribes CONTRACTOR'S indemnification of COUNTY.

12 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR  
 13 has provided to COUNTY the appropriate form of dismissal (or similar  
 14 document) relieving COUNTY from any liability for the action or claim involved.

15 **4.2** The specified insurance limits required in this Agreement shall in no way limit or  
 16 circumscribe CONTRACTOR'S obligations to COUNTY to indemnify and hold  
 17 harmless.

18 **4.3** In the event there is conflict between this clause and California Civil Code  
 19 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
 20 Such interpretation shall not relieve the CONTRACTOR from indemnifying the  
 21 COUNTY to the fullest extent allowed by law.

22 **5. INDEPENDENT CONTRACTOR.**

23 **5.1** The CONTRACTOR is, for the purpose relating to this Agreement, an  
 24 independent contractor and shall not be deemed an employee of the COUNTY. It  
 25 is expressly understood and agreed that the CONTRACTOR (including its  
 26 employees, agents and subcontractors) shall in no event be entitled to any benefits  
 27 to which COUNTY employees are entitled, including but not limited to overtime,  
 28 retirement benefits, workers' compensation benefits, injury leave or other leave



1 benefits. There shall be no employer-employee relationship between the parties,  
2 and CONTRACTOR shall hold COUNTY harmless from any and all claims that  
3 may be made against COUNTY based upon any contention by a third party that  
4 an employer-employee relationship exists by reason of this Agreement.

5 **5.2** It is further understood and agreed by the parties that CONTRACTOR, in the  
6 performance of this Agreement, may be subject to the control or direction of  
7 COUNTY merely as to the result to be accomplished, and not as to the means or  
8 methods for accomplishing such results.

9 **6. LIABILITY INSURANCE**

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

14 **6.1 Workers' Compensation**

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

22 **6.2 Commercial General Liability**

23 Commercial General Liability insurance coverage, including but not limited to,  
24 premises liability, contractual liability, products and completed operations  
25 liability, personal and advertising injury covering claims which may arise from or  
26 out of CONTRACTOR'S performance of its obligations hereunder. Policy shall  
27 name all agencies, districts, special districts, and departments of the County of  
28 Riverside, their respective directors, officers, Board of Supervisors, employees,  
elected or appointed officials, agents or representatives as Additional Insured's.

1 Policy's limit of liability shall not be less than one million dollars \$1,000,000 per  
2 occurrence combined single limit. If such insurance contains a general aggregate  
3 limit, it shall apply separately to this agreement or be no less than two (2) times  
4 the occurrence limit.

### 5 **6.3 Vehicle Liability**

6 If vehicles or mobile equipment are used in the performance of the obligations  
7 under this Agreement, then CONTRACTOR shall maintain liability insurance for  
8 all owned, non-owned or hired vehicles so used in an amount not less than one  
9 million dollars \$1,000,000 per occurrence combined single limit. If such  
10 insurance contains a general aggregate limit, it shall apply separately to this  
11 agreement or be no less than two (2) times the occurrence limit. Policy shall name  
12 the County of Riverside, its agencies, districts, special districts, and departments,  
13 their respective directors, officers, Board of Supervisors, employees, elected or  
14 appointed officials, agents or representatives as Additional Insured's.

### 15 **6.4 Professional Liability Insurance**

16 CONTRACTOR shall maintain Professional Liability Insurance providing  
17 coverage for the CONTRACTOR'S performance of work included within this  
18 Agreement, with a limit of liability of not less than one million dollars \$1,000,000  
19 per occurrence and two million dollars \$2,000,000 annual aggregate. If  
20 CONTRACTOR'S Professional Liability insurance is written on a claim made  
21 basis rather than an occurrence basis, such insurance shall continue through the  
22 term of this Agreement and CONTRACTOR shall purchase at his sole expense  
23 either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or  
24 2) Prior Dates Coverage from new insurer with a retroactive date back to the date  
25 of, or prior to, the inception of this Agreement; or 3) herein demonstrate through  
26 Certificates of Insurance that CONTRACTOR has Maintained continuous  
27 coverage with the same original insurer. Coverage provided under items; 1), 2),  
28

1 or 3) will continue for a period of five (5) years beyond the termination of this  
2 Agreement.

3 **6.5 General Insurance Provisions - All lines:**

4 **6.5.1** Any insurance carrier providing insurance coverage hereunder shall be  
5 admitted to the State of California and have an A M BEST rating of not  
6 less than A: VIII (A:8) unless such requirements are waived, in writing, by  
7 the County Risk Manager. If the County's Risk Manager waives a  
8 requirement for a particular insurer such waiver is only valid for that  
9 specific insurer and only for one policy term.

10 **6.5.2** The CONTRACTOR must declare its insurance self-insured retentions. If  
11 such self-insured retentions exceed five hundred, thousand \$500,000 per  
12 occurrence such retentions shall have the prior written consent of the  
13 County Risk Manager before the commencement of operations under this  
14 Agreement. Upon notification of self insured retention unacceptable to  
15 the COUNTY, and at the election of the Country's Risk Manager,  
16 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-  
17 insured retention as respects this Agreement with the COUNTY, or 2)  
18 procure a bond which guarantees payment of losses and related  
19 investigations, claims administration, and defense costs and expenses.

20 **6.5.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to  
21 furnish the County of Riverside with either 1) a properly executed original  
22 Certificate(s) of Insurance and certified original copies of Endorsements  
23 effecting coverage as required herein, or 2) if requested to do so orally  
24 or in writing by the County Risk Manager, provide original Certified  
25 copies of policies including all Endorsements and all attachments thereto,  
26 showing such insurance is in full force and effect. Further, said  
27 Certificate(s) and policies of insurance shall contain the covenant of the  
28

1 insurance carrier(s) that thirty (30) days written notice shall be given to the  
2 County of Riverside prior to any material modification, cancellation,  
3 expiration or reduction in coverage of such insurance. In the event of a  
4 material modification, cancellation, expiration, or reduction in coverage,  
5 this Agreement shall terminate forthwith, unless the County of Riverside  
6 receives, prior to such effective date, another properly executed original  
7 Certificate of Insurance and original copies of endorsements or certified  
8 original policies, including all endorsements and attachments thereto  
9 evidencing coverage's set forth herein and the insurance required herein is  
10 in full force and effect. *CONTRACTOR shall not commence operations*  
11 *until the COUNTY has been furnished original Certificate (s) of Insurance*  
12 *and certified original copies of endorsement or policy of insurance*  
13 *including all endorsements and any and all other attachments as required*  
14 *in this Section. An individual authorized by the insurance carrier to do so*  
15 *on its behalf shall sign the original endorsements for each policy and the*  
16 *Certificate of Insurance.*

17 **6.5.4** It is understood and agreed to by the parties hereto and the insurance  
18 company(s), that the Certificate(s) of insurance and policies shall so  
19 covenant and shall be construed as primary insurance, and the COUNTY'S  
20 insurance and/or deductibles and/or self-insured retention's or self-insured  
21 programs shall not be construed as contributory.

22 **6.5.5** The COUNTY'S Reserved Rights –Insurance. If, during the term of this  
23 Agreement or any extension thereof, there is a material change in the  
24 scope of services; or, there is a material change in the equipment to be  
25 used in the performance of the scope of work (such as the use of aircraft or  
26 watercraft) the COUNTY reserves the right to adjust the type of insurance  
27 required herein, if; in the COUNTY Risk Manager's reasonable judgment  
28

1 the amount or type of insurance carried by the CONTRACTOR has  
2 become inadequate

3 **6.5.6** CONTRACTOR shall pass down the insurance obligations contained  
4 herein to all tiers of subcontractors working under this Agreement.

5 **6.5.7** The insurance requirements contained in this Agreement may be met with  
6 a program(s) of self-insurance acceptable to the COUNTY.

7  
8 **7. LICENSE**

9 **7.1** CONTRACTOR shall, through the term of this Agreement, maintain all licenses  
10 necessary for the provision of the services hereunder and required by the laws and  
11 regulations of the United States, the State of California, County of Riverside, and  
12 all other governmental agencies. CONTRACTOR shall notify COUNTY  
13 immediately, in writing, of inability to obtain or maintain such license. Said  
14 inability shall be cause for termination of this Agreement.

15 **7.2** CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and  
16 other CONTRACTOR'S performing services under the terms of this Agreement  
17 are in compliance with all relative licensing requirements. CONTRACTOR  
18 hereby agrees to notify COUNTY immediately, in writing, of inability of  
19 CONTRACTOR or any of CONTRACTOR'S employees, agents and other  
20 CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be  
21 cause for termination of this Agreement.

22 **7.3** A copy of each such license, permit, approval, waiver, exemption, registration,  
23 accreditation, and certificate shall be provided to COUNTY.

24 **8. RECORDS AND DOCUMENTS**

25 **8.1** CONTRACTOR shall make available, upon written request by any duly authorized  
26 Federal, State or COUNTY agency, a copy of this Agreement and such books,  
27 documents and records as are necessary to certify the nature and extent of the  
28 CONTRACTOR'S costs related to this Agreement. All such books, documents and  
records shall be maintained by CONTRACTOR for at least five years following

1 termination of this Agreement and be available for audit by the COUNTY.

2 CONTRACTOR shall provide to the COUNTY reports and information related to  
3 this Agreement.

4 **9. OSHA REGULATIONS**

5 **9.1** CONTRACTOR hereby certifies awareness of the Occupational Safety and  
6 Health Administration (OSHA) standards and codes as set forth by the U.S.  
7 Department of Labor, and the derivative Cal/OSHA standards, laws and  
8 regulations relating thereto, and verifies that all performance under this  
9 Agreement shall be in compliance therewith.

10 **10. CONFIDENTIALITY**

11 **10.1** CONTRACTOR shall not use for personal gain or make other improper use of  
12 privileged or confidential information which is acquired in connection with this  
13 Agreement. The term "privileged or confidential information" includes but is not  
14 limited to: unpublished or sensitive technological or scientific information;  
15 medical, personnel, or security records; anticipated material requirements or  
16 pricing/purchasing actions; COUNTY information or data which is not subject to  
17 public disclosure; COUNTY operational procedures; and knowledge of selection  
18 of UNIVERSITYs, subcontractors or suppliers in advance of official  
19 announcement.

20 **10.2** CONTRACTOR shall protect from unauthorized disclosure names and other  
21 identifying information concerning persons receiving services pursuant to this  
22 Agreement, except for general statistical information not identifying any person.  
23 CONTRACTOR shall not use such information for any purpose other than  
24 carrying out the CONTRACTOR'S obligations under this Agreement. The  
25 CONTRACTOR shall promptly transmit to the COUNTY all third party requests  
26 for disclosure of such information. The CONTRACTOR shall not disclose,  
27 except as otherwise specifically permitted by this Agreement or authorized in  
28

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

5 **11. CONDUCT OF CONTRACTOR**

6 **11.1** CONTRACTOR covenants that it presently has no interest, including, but not  
7 limited to, other projects or contracts, and shall not acquire any such interest,  
8 direct or indirect, which would conflict in any manner or degree with  
9 CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees  
10 to inform the COUNTY of all the CONTRACTOR'S interests, if any, which are  
11 or may be perceived as incompatible with the COUNTY'S interest

12 **11.2** CONTRACTOR shall not, under circumstances which could be interpreted as an  
13 attempt to influence the recipient in the conduct of his duties, accept any gratuity  
14 or special favor from individuals or firms with whom the CONTRACTOR is  
15 doing business or proposing to do business, in accomplishing the work under this  
16 Agreement.

17 **11.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
18 entertainment directly or indirectly to COUNTY employees.  
19

20 **12. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE**

21 **12.1** All performances (which includes services, workmanship, materials, supplies and  
22 equipment furnished or utilized in the performance of this Agreement) shall be  
23 subject to inspection and test by the COUNTY or other regulatory agencies at all  
24 times. CONTRACTOR shall provide adequate cooperation to any inspector or  
25 other COUNTY representative to permit him/her to determine the  
26 CONTRACTOR'S conformity with the terms of this Agreement. If any services  
27 performed or products provided by CONTRACTOR are not in conformance with  
28 the terms of this Agreement, the COUNTY shall have the right to require the

1 CONTRACTOR to perform the services or provide the products in conformance  
2 with the terms of the Agreement at no additional cost to the COUNTY. When the  
3 services to be performed or the products to be provided are of such nature that the  
4 difference cannot be corrected, the COUNTY shall have the right to 1) require  
5 the CONTRACTOR immediately to take all necessary steps to ensure future  
6 performance in conformity with the terms of the Agreement; and/or 2) reduce the  
7 Agreement price to reflect the reduced value of the services performed or  
8 products provided. COUNTY may also terminate this Agreement for default and  
9 charge to CONTRACTOR any costs incurred by the COUNTY because of the  
10 CONTRACTOR'S failure to perform.

11 **12.2** CONTRACTOR shall establish adequate procedures for self-monitoring and  
12 quality control and assurance to ensure proper performance under this Agreement;  
13 and shall permit a COUNTY representative or other regulatory official to monitor,  
14 assess or evaluate CONTRACTOR'S performance under this Agreement at any  
15 time upon reasonable notice to CONTRACTOR.

16 **13. DISPUTES**

17 **13.1** The parties shall attempt to resolve any disputes amicably the working level. If  
18 that is not successful, the dispute shall be referred to the senior management of  
19 the parties. Any dispute relating to this Agreement which is not resolved by the  
20 parties shall be decided by the County's Purchasing Department's Compliance  
21 Contract Officer. The Compliance Contract Officer shall be the final and  
22 conclusive unless determined by a court of competent jurisdiction to have been  
23 fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply  
24 bad faith. CONTRACTOR shall proceed diligently with the performance of this  
25 Agreement pending the resolution of a dispute.

26 **13.2** Prior to the filing of any legal action related to this Agreement, the parties shall be  
27 obligated to attend a mediation session in Riverside County before a neutral third  
28



1 party mediator. A second mediation session shall be required if the first session is  
2 not successful. The parties shall share equally the cost of the mediations.

3 **14. TERMINATION**

4 **14.1** COUNTY may terminate this Agreement without cause upon 30 days written  
5 notice served upon the CONTRACTOR stating the extent and effective date of  
6 termination.

7 **14.2** COUNTY may, upon five (5) days written notice, terminate this agreement for  
8 CONTRACTOR'S default, if CONTRACTOR refuses or fails to comply with the  
9 terms of this Agreement or fails to make progress so as to endanger performance  
10 and does not immediately cure such failure. In the event of such termination, the  
11 COUNTY may proceed with the work in any manner deemed proper by  
12 COUNTY.

13 **14.3** After receipt of the notice of termination, CONTRACTOR shall:

14 **14.3.1** Stop all work under this Agreement on the date specified in the notice of  
15 termination;

16 **14.3.2** Transfer to COUNTY and deliver in the manner as directed by  
17 COUNTY any materials, reports or other products which, if the  
18 Agreement had been completed or continued, would have been required  
19 to be furnished to COUNTY.

20 **14.4** After termination, COUNTY shall make payment for CONTRACTOR'S  
21 performed up to the date of termination in accordance with this Agreement and at  
22 the rates set forth in Exhibit B, PAYMENT PROVISION.

23 **14.5** CONTRACTOR'S rights under this Agreement shall terminate (except for fees  
24 accrued prior to the date of termination) upon dishonesty or a willful or material  
25 breach of this Agreement by CONTRACTOR; or in the event CONTRACTOR'S  
26 unwillingness or inability for any reasons whatsoever to perform the terms of this  
27 Agreement. In such event, CONTRACTOR shall not be entitled to any further  
28 compensation under this Agreement.

**14.6** 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  
under this Agreement.

1 **15. FORCE MAJEURE**

2 **15.1** Neither party shall be liable nor deemed to be in default for any delay or failure in  
3 performance under this Agreement or other interruption of service nor  
4 employment deemed resulting, directly or indirectly, from acts of God.

5  
6 **16. NONDISCRIMINATION AND ELIGIBILITY**

7 **16.1** CONTRACTOR shall not discriminate in the provision of services, allocation of  
8 benefits, accommodation in facilities, or employment of personnel, on the basis of  
9 ethnic group identification, race, color, creed, ancestry, religion, national origin,  
10 physical handicap, medical condition, or sex in the performance of this  
11 Agreement; and, to the extent they shall be found to be applicable hereto, shall  
12 comply with the provisions of California Fair Employment and Housing Act  
13 (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),  
14 the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all  
15 other applicable laws or regulations.

16 **17. CONFLICT OF INTEREST**

17 **17.1** CONTRACTOR and CONTRACTOR'S employees shall have no interest, and  
18 shall not acquire any interest, direct or indirect, which will conflict in any manner  
19 or degree with the performance of services required under this Agreement.

20 **18. ALTERATION**

21 **18.1** No alteration or variation of the terms of this Agreement shall be valid unless  
22 made in writing and signed by the parties hereto, and no oral understanding or  
23 agreement not incorporated herein, shall be binding on any of the parties hereto.

24 **18.2** Only the County Board of Supervisors or the County Purchasing Agent may  
25 authorize any alteration or revision of this Agreement. The parties expressly  
26 recognize that County personnel are without authorization to either change or  
27 waive any requirements of this Agreement.  
28

1           **18.3** This Agreement including any attachments or exhibits, constitutes the entire  
2           Agreement of the parties with respect to its subject matter and supersedes all prior  
3           and contemporaneous representations, proposals, discussions and  
4           communications, whether oral or in writing. This Agreement may be changed or  
5           modified only by a written amendment signed by authorized representatives of  
6           both parties.

7           **19.       ASSIGNMENT/SUBCONTRACTORS**

8           **19.1** CONTRACTOR may not delegate or assign any interest in this Agreement,  
9           whether by operation of law or otherwise, without the prior written consent of  
10          COUNTY. Any attempt to delegate or assign any interest herein shall be deemed  
11          void and of no force or effect.

12          **19.2** No contract shall be made by the CONTRACTOR with any other party for  
13          furnishing any of the work or service under this Agreement without the prior  
14          written approval of the COUNTY, but this provision shall not require the  
15          approval of contracts of employment between the CONTRACTOR and personnel  
16          assigned under this Agreement, or for parties named in the proposal and agreed to  
17          under this Agreement.

18          **20.       ADMINISTRATION**

19          **20.1** The County Purchasing Agent, or designee, shall administer this Agreement on  
20          behalf of the COUNTY. The Purchasing Department is to serve as the liaison  
21          with CONTRACTOR in connection with this Agreement.

22          **21.       WAIVER**

23          **21.1** Any waiver by COUNTY of any breach of any one or more of the terms of this  
24          Agreement shall not be construed to be a waiver of any subsequent or other breach  
25          of the same or of any other term thereof. Failure on the part of the COUNTY to  
26          require exact, full and complete compliance with any terms of this Agreement shall  
27

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

**22. JURISDICTION/VENUE**

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

**23. SEVERABILITY**

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

**24. CAPTIONS AND PARAGRAPH HEADINGS.**

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

**25. NOTICES.**

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

**COUNTY:**

Riverside County Department of Public Health  
Procurement and Contracts Division  
4065 County Circle Drive  
Riverside, CA 92503

**CONTRACTOR:**

Community Translational Research Institute  
4065 County Circle Drive  
Riverside, CA 92503

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

[SIGNATURES ON COVER SHEET]



1 The objectives of service are:

2  
3 1.6 Identify key organizations and individuals in targeted communities necessary for the  
4 potential success of population health innovations.

5 1.6.1 Engage the key organizations and individuals in an integrated program of  
6 strategic planning and community assessment relative to improved  
7 community health outcomes.

8 1.6.2 Develop strategic linkages between public health and clinic services.

9 1.7 Collaborate with community organizations, public health agencies, and clinics to  
10 carry out mutually agreed upon strategies, programs, and policies for improved  
11 population health outcomes.

12 1.8 Assess current evidence-based research in prevention science to identify cost-  
13 effective approaches for the prevention of chronic disease in populations.

14 1.8.1 Identify gaps in knowledge relative to community-based prevention  
15 practice and translation relative to optimal prevention policy and practice.

16 1.8.2 Select and modify evidence-based programs and policies for  
17 implementation in communities in Riverside County and the Inland  
18 Empire.

19  
20 1.9 Adopt, develop and implement evidence-based methodologies for assessing short,  
21 medium, and long-range impact and outcomes of the strategies, programs and  
22 policies that are implemented.

23 1.10 Pursue funding from federal, state and other agencies to support scientific  
24 research to fill gaps in prevention science knowledge relevant to population and  
25 community outcomes.

26 1.10.1 Conduct this research in ways that are complementary to and in  
27 conjunction with community-based prevention programs.  
28

1.10.2 Through carefully designed and implemented scientific studies, demonstrate the beneficial effects of community-based strategies for prevention of chronic diseases, including cardiovascular disease, cancer, respiratory disease and diabetes and their respective risk factors, including tobacco, alcohol and drug abuse, obesity, poor nutrition, and inadequate physical activity.

1.11 Report impact and outcome findings to local constituencies, funding agencies and the scientific and public health communities.

1.12 Advisory role

1.12.1 Provide evidence-based advice to public health and health care agencies, e.g. County of Riverside Department of Public Health (DOPH), County of Riverside DACS, and Riverside County Regional Medical Center (RCRMC) and insurance providers such as Inland Empire Health Plan (IEHP), regarding strategic planning and health care investment.

1.12.2 Work with these agencies in strategic planning for health care reforms that maximize population health with reference to defined communities rather than focusing solely on clinic and hospital-based patient outcomes.

1.12.3 Assess, make recommendations for, and collaborate with appropriate agencies, e.g. County of Riverside (COR) and IEHP, to bring about cost-effective improvements in population health outcomes.

## **2.0 Project Scope of Work**

This project will be carried out for multiple years. A general outline and description for Year 1 follows. The COUNTY shall develop a detailed scope of work for Year 2 which begins July 1, 2015, first six months of the contract, based on the activities and measures established through strategic planning.

### **2.1 Strategic Planning and Development**

1 CONTRACTOR and COUNTY shall refine goals and objectives into formal  
2 strategic plan for the organization with activities and measures to identify progress  
3 towards meetings objectives. As part of strategic plan development the  
4 CONTRACTOR shall develop mission and vision statements.

5 2.2 Administration

6 CONTRACTOR shall identify subcontractors to perform administration functions for  
7 this project. Functions include, but are not limited to, personnel, budget, payroll and  
8 other administrative functions.

9  
10 2.3 Personnel

11 CONTRACTOR shall identify and/or hire senior research scientist, other research  
12 scientist(s) project manager, field manager, student assistants and other related staff.  
13 CONTRACTOR has flexibility to fund Claremont Graduate University faculty  
14 appointments for the scientist/researchers.

15 2.4 Organization

16 The CONTRACTOR shall develop a strong and stable organizational structure and a  
17 clearly articulated working relationship with participating consortia, institutions and  
18 agencies. This will be achieved by:

19 2.4.1 Hiring a community-based participatory approach seasoned program  
20 manager.

21 2.4.2 Developing an organizational structure that includes coalition partners by  
22 convening participating community health, public health and academic  
23 units.

24 2.4.3 Developing clear lines of managerial authorities and procedures for  
25 conflict resolution.

26 2.4.4 Working closely with the DOPH staff to complete these elements.

27 2.5 Sustainability

28 CONTRACTOR shall develop a sustainability plan for this project and seek other  
sources of funding. This includes pursuing funding from federal, state, and other



1 agencies to support scientific research to fill gaps in prevention science knowledge  
2 relevant to population and community outcomes.

3 2.6 Collaboration with DOPH Personnel

4 CONTRACTOR will work with DOPH staff to advance departmental research  
5 capabilities by working with the Epidemiology and Program Evaluation Branch to  
6 develop research models and protocols in areas such as public health science, health  
7 policy analysis and program evaluation.

8 2.6.1 Identify community health needs for Riverside County residents.

9 2.6.2 Develop translational research models to address those needs and improve  
10 the science of community based prevention.

11 2.6.3 Mentor county personnel in translational research.

12 2.6.4 Identify opportunities for students to participate in research projects in  
13 Riverside County.

14 2.6.5 Collaborate on grant applications and implementation for translational  
15 research projects.

16 2.7 Communication

17 CONTRACTOR shall present their report to the DOPH and constituents as deemed  
18 appropriate and present timely preliminary reports in support of the County's health  
19 policy development and implementation.

20 2.8 Progress Reports

21 CONTRACTOR shall prepare quarterly fiscal and narrative progress reports as  
22 detailed in Exhibit B, PAYMENT PROVISIONS.

23 2.9 Community Engagement

24 CONTRACTOR shall engage participating communities in a series of activities to  
25 solicit community input into program planning, implementation, and discovery to  
26 improve community health and well-being. CONTRACTOR shall seek community  
27 input on publications prior to release.  
28

1           2.10   Conference Presentations

2           CONTRACTOR’S project personnel shall participate in and present finding  
3           relative to this project in at least two national and two regional or state meetings  
4           each year.

5           2.11   Publications

6           CONTRACTOR shall collaborate with DOPH staff to write and submit papers for  
7           submission to a professional journal describing project accomplishments.  
8           Finalization of papers for submission may carry over beyond the period of the  
9           contract consistent with iterative nature of such publications.

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

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

**1. Payment Schedule**

- 1.1 Payment shall be made by the COUNTY on a quarterly basis after review of deliverables.
- 1.2 Quarterly progress reports to include status on each of the identified duties are due on a three month basis as shown in the Due Date Schedule, item #1.3 below.
- 1.3 Preparation and submission of quarterly invoices and process reports to the COUNTY are due according to the following schedule:

**Due Date Schedule**

QUARTER	REPORTING DATES	INVOICE DUE DATE	PROGRESS REPORT DUE DATE
Qtr 2 (year 1) –partial	12/1/2014-12/31/2014	12/31/2014	
Qtr 3 (year 1)	1/1/2015-3/31/2015	4/15/2015	4/15/2015
Qtr 4 (ending year 1)	4/1/2015-6/30/2015	7/15/2015	7/15/2015
Qtr 1 (beginning year 2)	7/1/2015-9/30/2015	10/15/2015	10/15/2015
Qtr 2 (year 2)	10/1/2015-12/31/2015	1/15/2016	1/15/2016
Qtr 3 (year 2)	1/1/2016-3/31/2016	4/15/2016	4/15/2016
Qtr 4 (ending year 2)	4/1/2016-6/30/2016	7/15/2016	7/15/2016
Qtr 1 (beginning year 3)	7/1/2016-9/30/2016	10/15/2016	10/15/2016
Qtr 2	10/1/2016-12/31/2016	1/15/2017	1/15/2017
Qtr 3	1/1/2017-3/31/2017	4/15/2017	4/15/2017
Qtr 4 (ending year 3)	4/1/2017-6/30/2017	7/15/2017	7/15/2017
Qtr 1 (beginning year 4)	7/1/2017-9/30/2017	10/15/2017	10/15/2017
Qtr 2	10/1/2017-12/31/2017	1/15/2018	1/15/2018
Qtr 3	1/1/2018-3/31/2018	4/15/2018	4/15/2018
Qtr 4 (ending year 4)	4/1/2018-6/30/2018	7/15/2018	7/15/2018
Qtr 1 (beginning year 5)	7/1/2018-9/30/2018	10/15/2018	10/15/2018
Qtr 2	10/1/2018-12/31/2018	1/15/2019	1/15/2019
Qtr 3	1/1/2019-3/31/2019	4/15/2019	4/15/2019
Qtr 4 (contract ending year 5)	4/1/2019-6/30/2019	7/15/2019	7/15/2019

**2. Invoice**

- 2.1 Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes

CONTRACTOR.

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

2.3 Invoices and reports shall be forwarded for review and approval to:

County of Riverside Department of Public Health  
Fiscal Accounts Payable  
PO BOX 7849  
Riverside, CA 92513

**MAXIMUM COMPENSATION** payable under the terms of this Agreement shall not exceed one million, eight hundred thirty thousand dollars (\$1,830,000) including all expenses.

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