

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

123



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

**SUBMITTAL DATE:**  
February 16, 2010

**SUBJECT:** Ratify receipt of funding from Award Letter FEDS29TASK from the California Department of Public Health to support federally funded activities addressing TB and HIV testing and the subcontract Agreement with American Lung Association of California (ALAC).

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

- 1) Ratify receipt of Award Letter FEDS29TASK from the California Department of Public Health in the amount of \$159,308 (\$151,897 for ALAC, \$7,411 for Riverside County Administrative Fees) for the performance period October 1, 2009 to September 30, 2011, to complete activities described in Task Order 29 of the TB Epidemiologic Studies Consortium; and
- 2) Ratify the subcontract agreement with American Lung Association of California for the period of performance October 1, 2009 to September 30, 2011 in the amount of \$151,897 as is required by the state grant; and

Recommended Motion: (Continued)

*Susan D. Harrington*

BC:ab

Susan D. Harrington, Director of Public Health

**FINANCIAL  
DATA**

Current F.Y. Total Cost:	\$ 59,740	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

**SOURCE OF FUNDS:** 100 % Federal funds (Base \$159,308)

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

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

APPROVE

BY: *Debra Courmeyer*  
Debra Courmeyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: Buster  
Date: March 2, 2010  
xc: CHA-Public Health, Purchasing, Auditor, EO

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref.:**

**District:** ALL

**Agenda Number:**

**3.6**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED

ROBERT BYRD, AUDITOR-CONTROLLER

*Susana Garcia-Bocanegra* 2/18/10

SUSANA GARCIA-BOCANEGRA

FORM APPROVED COUNTY COUNCIL

BY: NEAL R. KIPNIS

Policy

☒

Consent

☐

Dept's Recomm.:

Policy

☒

Consent

☐

Per Exec. Ofc.:

From: Community Health Agency / Department of Public Health

Subject: Ratify receipt of funding from Award Letter FEDS29TASK from the California Department of Public Health to support federally funded activities addressing TB and HIV testing and the subcontract Agreement with America Lung Association of California (ALAC).

**RECOMMENDED MOTION: (continued)**

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

4) Authorize the Chairman of the Board to Sign four (4) copies of the acceptance of Award; and

5) Direct the Auditor-Controller to adjust the budget as detailed in Schedule A.

**BACKGROUND:** Death from TB is the ultimate indicator of a failure in TB control. In the United States, based on death certificate data reported by the National Center for Health Statistics, TB is estimated to cause 650 deaths a year. Accessing medical care late in the course of illness, provider diagnostic delays, presence of multi drug-resistance TB (MDR-TB), healthcare disparities, inadequate oversight of adverse effects associated with TB medications, and human immunodeficiency virus (HIV) infection are potential risk factors for TB mortality.

A recent study by the California Department of Public Health (CDPH) assessed missed prevention opportunities for TB-related deaths. In a 20-case, random sample of TB deaths, 80% were found to be TB-related; of those 81% had at least one missed prevention opportunity. A literature search on TB mortality in the United States demonstrated that articles on this subject are limited by the absence of systematic and in-depth review of records beyond death certificates. Other limitations of recent studies were small sample size and non-generalized populations. This study is a logical next step to address knowledge gaps related to TB mortality. It is crucial to quantify TB deaths that result from TB disease, understand why they occur, and formulate public health interventions.

The anticipated products are recommendations to local TB control programs for improving detection, investigation, and prevention of TB-related deaths in the United States. The data abstraction tool used in this study will be useful to local programs to evaluate deaths occurring in their jurisdiction potentially related to TB.

The Community Health Agency, Department of Public Health, Disease Control, will receive award #FEDS29TASK from the California Department of Public Health in the amount of \$159,208. Out of this amount, \$7,411 is designated for Riverside administrative costs and \$151,947 for ALAC. The Award funds will be received as follows FY 09/10 \$59,740 (\$59,961 for ALAC and \$2,799 for Riverside County), FY 10/11 \$79,655 (\$75,949 for ALAC and \$3,706 for Riverside County), and FY 11/12 \$19,913 (\$18,987 for ALAC and \$926 for Riverside County). These funds are new, thus were not included in the 09/10 budget.

Form 11

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From: Community Health Agency / Department of Public Health

Subject: Ratify receipt of funding from Award Letter FEDS29TASK from the California Department of Public Health to support federally funded activities addressing TB and HIV testing and the subcontract Agreement with American Lung Association of California (ALAC).

**Schedule A  
BUDGET ADJUSTMENTS  
COMMUNITY HEALTH AGENCY  
DEPARTMENT OF PUBLIC HEALTH  
FISCAL YEAR 2009/2010**

**INCREASE IN APPROPRIATIONS**

10000-42001000000-525440-Professional Services	\$56,961
10000-42001000000-525340-Temporary Help Services	\$ 2,779

<b>TOTAL INCREASE IN APPROPRIATIONS</b>	<b>\$ 59,740</b>
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**INCREASE IN ESTIMATED REVENUE**

10000-4200100000-751680-CA-State Grant Revenue	<u>\$ 59,740</u>
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<b>TOTAL INCREASE IN ESTIMATED REVENUE</b>	<b>\$ 59,740</b>
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# ACCEPTANCE OF AWARD

## Riverside Community Health Agency Department of Public Health

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

Award Number: FEDS29TASK

Amount: \$159,308

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

Marion Ashley  
Authorized Signature

MAR 02 2010  
Date

**MARION ASHLEY**

Print Name

**CHAIRMAN, BOARD OF SUPERVISORS**

Title

ATTEST:

KECIA HARPER-IHEM, Clerk

By H. Williams  
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 2/17/10

MAR 02 2010 3,6

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



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

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as COUNTY, and

American Lung Association of California

hereinafter referred to as CONTRACTOR.

**WITNESSETH:**

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

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

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

CONTRACTOR

COUNTY

By [Signature]  
American Lung Association of California

Laura Boudreau  
Print Name

3/18/10  
Date

By [Signature]  
Chairman of the Board of Supervisors  
**MARION ASHLEY**

**MAR 02 2010**

Date

ATTEST: Kecia Harper-Ihem, Clerk

By [Signature]

FORM APPROVED COUNTY COUNCIL  
BY: [Signature] 2/17/10  
NEAL R. KIPNIS DATE

**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**MAR 02 2010** 3.6

1. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF SERVICES, consisting of one (1) page, attached hereto and by this reference incorporated herein.

2. **PERIOD OF PERFORMANCE.** This Agreement shall be effective on October 1, 2009 through September 30, 2011, unless terminated as specified in Section 14, TERMINATION, with no obligation by the County of Riverside to purchase any specified amount of services and may be renewed for five consecutive years through the annual amendment process.

3. **COMPENSATION.**

3.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein, CONTRACTOR shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS attached hereto and incorporated herein.

3.2 Payment by COUNTY to CONTRACTOR shall not exceed one hundred fifty one thousand, six hundred eighty five dollars (\$151,897), including all expenses.

3.3 No legal liability on the part of the COUNTY shall arise for payment beyond the Agreement's period of performance as stated in Section 2, PERIOD OF PERFORMANCE, above nor beyond the maximum amount of compensation as stated in Section 3, COMPENSATION, Paragraph 3.2.

3.4 It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of County of Riverside, Community Health Agency funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing.

4. **HOLD HARMLESS/INDEMNIFICATION.**

4.1 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

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

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

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

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

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

25 **5. INDEPENDENT CONTRACTOR.**

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

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

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

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

**6.1 Worker's Compensation:**

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



**6.2 Commercial General Liability:**

Commercial General Liability Insurance coverage, including but not limited to, premises liability, 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 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, 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.

**6.3 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 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.

**6.4 Professional Liability:**

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

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

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

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

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

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

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

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

**6.5.5** The COUNTY'S Reserves Rights – Insurance. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the type of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

**6.5.8** 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.

**7. LICENSE.**

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

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

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

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

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

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

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

26 **12. CONDUCT OF CONTRACTOR.**

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

incompatible with any interest of the COUNTY.

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

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

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

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

**14. TERMINATION.**

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

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

with the work in any manner deemed proper to COUNTY.

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

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

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

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

**14.5** Notwithstanding any of the provisions of this Agreement, 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. CONTRACTOR'S unwillingness or inability for any reasons whatsoever to perform the duties hereunder; or if the Agreement results in termination pursuant to Section 14, CONTRACTOR shall not be entitled to any further 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.

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

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

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

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

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

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

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

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

27 **18. ALTERATION.**

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



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

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

**19. SEVERABILITY.** 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.

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

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

**22. WAIVER.** 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 thereof. Failure on the part of the 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 hereof or stopping COUNTY from enforcement hereof.

23. **JURISDICTION, VENUE, ATTORNEY FEES.** 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.

24. **CAPTIONS AND PARAGRAPH HEADINGS.**

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:**

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

**CONTRACTOR:**

American Lung Association  
424 Pendleton Way  
Oakland, CA 94621

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

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

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

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

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

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

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

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

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

Riverside County Community Health Agency  
Fiscal Division - Accounts Payable  
4065 County Circle Drive  
Riverside, CA 92503
4. Maximum amount of compensation shall not exceed one hundred fifty-one thousand, six hundred eighty-five dollars (\$151,897) including all expenses.

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**ATTACHMENT A****AMERICAN LUNG ASSOCIATION  
(refugee health)****AWARD FUNDING TABLE:**

Award #	Award Total	Riverside Admin. Cost	Amount to ALAC
FEDS29TASK	\$159,308	\$7,411	\$151,987
UP-TO-DATE TOTAL ALAC CONTRACT AMOUNT			\$ 151,987

HIPAA Business Associate Agreement  
Addendum to Contract

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

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the *TB and HIV Testing activities agreement* (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and *American Lung Association of California* ("Contractor") as of the date of approval by both parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

- (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
- (2) as necessary to perform any and all of its obligations under the Underlying Agreement.

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

- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
- (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:
  - (a) The disclosure is Required by Law; or
  - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
    - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
    - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI as authorized in writing by County.
- (5) de-identify any and all PHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and does not preclude timely payment and/or claims processing and receipt.

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

D. Notwithstanding the foregoing, in any instance where the disclosure of mental health, and/or substance abuse records is prohibited by applicable state and/or federal laws and/or regulations that is stricter in its requirements than the provisions of HIPAA, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

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

A. Use or disclose PHI only as permitted or required by this Addendum or as Required by Law.

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

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

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



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

8 5. Obligations of County.

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

26 6. Term and Termination.

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

received by 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 which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.

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

7. Hold Harmless/Indemnification

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the 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, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason 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 all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

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.

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 the County herein from third party claims arising from the issues of this Addendum.

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

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

8 8. General Provisions.

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