

**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	Budget Adjustment: No
	For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Tavaglione, Benoit and Ashley
Nays: None
Absent: Jeffries
Date: December 9, 2014
xc: Public Health

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

Deputy

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

3-23

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 ANITA C. WILLIS
 DATE: 11-25-14
 DEPARTMENTAL CONCURRENCES
 COUNTY COUNSEL
 APPROVED BY: *[Signature]*

A-30
 4/5 Vote
 Positions Added
 Change Order

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.

Fiscal Year	Amount
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
TOTAL	\$1,830,000

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.

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 *Marion Ashley*

Carl Anderson Johnson
Print Name

MARION ASHLEY
Print Name

Date 11/27/2014

Date DEC 09 2014

ATTEST: Kecia Harper-Ihem, Clerk

By *Patricia Munroe*, Deputy

FORM APPROVED COUNTY COUNSEL

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

DEC 09 2014 323

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

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

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

6. **LIABILITY INSURANCE**

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

6.1 **Workers’ Compensation**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than one million dollars \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY, 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 covering claims which may arise from or out of CONTRACTOR’S performance of its obligations hereunder. Policy shall name all agencies, districts, special districts, and departments of the County of 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),
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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
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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
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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
21 **10.2** CONTRACTOR shall protect from unauthorized disclosure names and other
22 identifying information concerning persons receiving services pursuant to this
23 Agreement, except for general statistical information not identifying any person.
24 CONTRACTOR shall not use such information for any purpose other than
25 carrying out the CONTRACTOR'S obligations under this Agreement. The
26 CONTRACTOR shall promptly transmit to the COUNTY all third party requests
27 for disclosure of such information. The CONTRACTOR shall not disclose,
28 except as otherwise specifically permitted by this Agreement or authorized in

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 not 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

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

3 **22. JURISDICTION/VENUE**

4 **22.1** This Agreement shall be governed by, and construed in accordance with, the laws
5 of the State of California. CONTRACTOR agrees and consents to the exclusive
6 jurisdiction of the courts of the State of California for all purposes regarding this
7 Agreement and further agrees and consents that venue of any action brought
8 hereunder shall be exclusively in the County of Riverside, California.

9 **23. SEVERABILITY**

10 **23.1** If any provision in this Agreement is held by a court of competent jurisdiction to
11 be invalid, void or unenforceable, the remaining provisions will nevertheless
12 continue in full force without being impaired or invalidated in any way.

13 **24. CAPTIONS AND PARAGRAPH HEADINGS.**

14 **24.1** Captions and paragraph headings used in this Agreement are for convenience only
15 and are not a part of this Agreement and shall not be used in construing this
16 Agreement.

17 **25. NOTICES.**

18 All correspondence and notices required or contemplated by this Agreement shall be
19 delivered to the respective parties at the addresses set forth below and are deemed
20 submitted one day after their deposit in the United States mail, postage prepaid:
21

22 **COUNTY:**

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

25 **CONTRACTOR:**

26 Community Translational Research Institute
27 4065 County Circle Drive
Riverside, CA 92503

28 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.

1 2.2 Invoice(s) shall itemize actual expense incurred, CONTRACTOR'S name and address,
2 date, Purchase Order Number (to be assigned after execution of agreement) and original
3 signature of CONTRACTOR.

4 2.3 Invoices and reports shall be forwarded for review and approval to:

5 County of Riverside Department of Public Health
6 Fiscal Accounts Payable
7 PO BOX 7849
8 Riverside, CA 92513

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

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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.)

Grant Mark for Susan Harrington 11/16/14
Department Head Signature **Date**

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

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

Suz 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

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Holmstrom

Address: Mead Valley
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Translational Research
Date: _____ **Agenda #** 3-23

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Keep Public Informed
Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. **YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.**

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.