

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



ITEM
3.28
(ID # 7720)

MEETING DATE:

Tuesday, December 11, 2018

FROM : PROBATION:

SUBJECT: PROBATION DEPARTMENT: Approval of Professional Services Agreement with the Regents of the University of California for Evaluation Services without seeking competitive bids for FY 2018/19-2020/21; PRARC-91858-002-11/20; Districts All; [Total Cost \$380,000, State Funds 100%, 4/5 vote]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with the Regents of the University of California for Evaluation Services for FY2018/19-2020/21 without seeking competitive bids, not to exceed \$380,000, and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
2. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A; and
3. Authorize the Purchasing Agent in accordance with Ordinance No. 459, to sign non-monetary amendments that do not change the substantive terms of the Agreement, as approved by County Counsel.

ACTION:

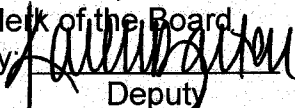

Mark A. Hake, Chief Probation Officer 11/26/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 11, 2018
xc: Probation, Auditor, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 140,740	\$ 168,889	\$ 380,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Funds 100%			Budget Adjustment:	Yes
			For Fiscal Year:	18/19-20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Public Safety Realignment Act (Assembly Bill 109) was signed into law on April 4, 2011, and implemented on October 1, 2011. Realignment changed the definition of a felony as it relates to sentencing; transferring responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to counties. Additionally, the locally supervised offenders serve their custodial sanctions in the local jails instead of prison.

Section 1230.1 (a) of the California Penal Code requires that each county Community Corrections Partnership Executive Committee (CCPEC) recommend a local plan to the County Board of Supervisors for implementation of the 2011 Public Safety Realignment. The CCPEC, chaired by the Chief Probation Officer, developed and voted on a local plan for the implementation of the 2011 Public Safety Realignment. The Board of Supervisors (Board) approved the most recent Public Safety Realignment and Post-release Community Supervision annual implementation plan update (Realignment Implementation) on October 23, 2018 (item 3.24) for FY18/19. The CCPEC also oversees the realignment process and advises the Board in determining funding and programming for the various components of the plan.

Realignment is a countywide challenge that requires a countywide response. Since implementation, county agencies have been working collaboratively to address the issues and challenges of the realignment populations. Included in this collaborative effort was the development, implementation and continued operation of Day Reporting Centers (DRCs) throughout the County. Probation's "One-Stop-Shops" offer re-entry programming services in Riverside, Indio and Temecula. The DRCs are a collaborative effort between Probation, DPSS, Riverside University Health System Public Health and Behavioral Health, Riverside County Office of Education (RCOE), Sheriff, Workforce Development, Veterans Services, Child Support Services, Riverside Superior Court Self-Help workshops, and community outreach programs. In addition to counseling and education services, the DRCs provide supportive services such as Peer Support Specialists to aid offenders in readjusting to a community setting, bus passes, clothing, and food and hygiene kits.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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On June 19, 2018 the CCPEC reviewed and approved the proposal submitted by the University of California Riverside, Presley Center of Crime and Justice Studies to conduct a research study of the DRCs and to fund the cost for this evaluation from the AB 109 CCPEC Planning Grant Funds. The single source request was approved by the Riverside County Purchasing Department on September 6, 2018.

The proposed research study is a cooperative project between University of California, Riverside's Presley Center and Riverside County, which examines the efficacy of DRCs as an alternative to traditional supervision and as a mechanism of decreasing recidivism. Support for this project will be leveraged to pursue federal funding by the National Institute of Justice and other possible funding sources with the intention to expand the current research in novel avenues, such as violent felon offender populations, which would further support the County's efforts in this area. The research study is tailor-made to Riverside County's needs and its DRCs, but also has the potential to yield results generalizable to California's fifty-eight counties and/or others with an interest in developing effective community-based corrections. Moreover, because this research drives at causal relationships and treats DRCs as multifaceted programs, the findings can confidently be used to inform policy and to make decisions as to where to invest resources in a manner that yields successful, cost-effective outcomes.

The research study will leverage the expertise of the Robert Presley Center of Crime and Justice Studies to evaluate: a) the efficacy of Riverside County's DRCs in reducing recidivism among felon offenders when compared to those assigned traditional custodial sentencing, b) how the specific type of services provided within DRCs affect recidivism rates, and c) how the duration of services provided by DRCs affect recidivism rates. This is an innovative study within both academic and practitioner spheres as it is the first assessment of DRCs to integrate quantitative and qualitative inquiry under the umbrella of a single project. This mixed methods approach enhances the accuracy and specificity of the findings and is particularly robust when compared to other post-realignment, county-tailored evaluations conducted thus far.

The Presley Center is singularly situated to provide an evaluation of Riverside County's Day Reporting Centers. Pursuant to a law passed by the California State Legislature in 1994 (California Penal Code, Section 5085-5088) the Robert Presley Center of Crime and Justice Studies was transferred to the University of California (UC) with the legislature's expressed intention of maintaining the Center at UC's Riverside campus. The State mandates that the Presley Center pursue theoretical and applied research in a range of areas, including but not limited to: a) methods of ensuring secure, cost-effective incarceration in California's correctional institutions, including approaches to ameliorate overcrowding, b) new approaches to reduce inmate and ward recidivism, c) new approaches to rehabilitate inmates and wards during/after incarceration and to integrate offenders after incarceration, and d) new approaches to inmate and ward diagnosis, classification, and treatment. At the request of the State Legislature, the Presley Center is expected to consult and work with law enforcement agencies in conducting its research to complete projects within the scope of the State's mandate.

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

Impact on Residents and Businesses

The realignment partner agencies developed and implemented systems, such as the DRCs, to meet the needs of realignment clients and to address the local impacts as a result of the realignment legislation. The goal of realignment is improved success rates for realignment clients, resulting in less victimization and increased community safety. Accomplishing this in the most cost efficient manner and employing evidenced-based practices are the primary strategic goals. To determine if the DRCs have been successful, the realignment partners, on June 19, 2018, approved the proposal and funding request submitted by the University of California Riverside, Presley Center of Crime and Justice Studies to conduct an evaluation of the DRCs to establish what has been working well and if there are areas needing improvement. This will allow the realignment partners to refine their strategy and increase the overall effectiveness of the DRCs.

Additional Fiscal Information

At the June 19, 2018 CCPEC meeting, approval was given to fund the proposed cost of \$380,000 for this 27-month evaluation from the AB109 CCPEC Planning Grant Funds. No general funds will be required. Schedule A is attached for the requested budget adjustment of \$140,740 for FY2018/19. The remaining agreement balance of \$239,260 will be included in the FY2019/20 and FY2020/21 budget submissions.

Contract History and Price Reasonableness

Universities establish Facilities and Administration (F&A) rates to conduct research studies. An F&A rate is the federally and state approved rate for reimbursement of facilities and administrative costs on sponsored projects. Determining an F&A rate is a detailed, data-intensive, time-consuming process, and is meant to capture as best as possible the actual costs of administration and facilities supporting sponsored projects. The F&A rate is only applied to externally funded projects.

For the purposes of this agreement, UCR is charging Riverside County the rate of 25% of the federally-defined Modified Total Direct Costs for off-campus research. Comparable rates for off-campus research from other universities is as follows:

University of Washington	26%	University of Nevada, Reno	26%
University of CA, Davis	26%	University of CA, Irvine	26%
Washington University	52.5%	Stanford University	57%
California Institute of Technology	65%	University of Pennsylvania	61%
Emory University	56%	Northwestern University	56.5%
Arizona State University	26%	University of Kentucky	28.7%

County Counsel has approved the Professional Service Agreement as legal to form.

ATTACHMENTS:


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

SCHEDULE A Budget Adjustment

Professional Service Agreement with the Regents of the University of California (4 copies
for Chairman's signature)

Single Source Justification #19-043


Tina Grande, Assistant Purchasing Director 11/29/2018


Gregory V. Priamos, Director County Counsel 12/3/2018

Schedule A

**Riverside County Probation Department
The Regents of the University of California
Fiscal Year 2018/19**

Increase Appropriations:

10000-2600700000-525440	Professional Services	\$ 140,740
	Total	\$ 140,740

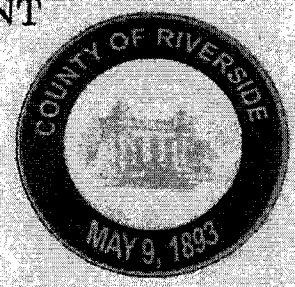
Estimated Revenues:

10000-2600700000-755900	AB-118-Local Local Revenue	\$ 140,740
	Total	\$ 140,740



RIVERSIDE COUNTY PROBATION DEPARTMENT

Serving Courts • Protecting Our Community • Changing Lives



MARK A. HAKE
CHIEF PROBATION OFFICER

Date: July 17, 2018

From: Mark A. Hake, Chief Probation Officer

To: Board of Supervisors/Purchasing Agent

Via: Julie Terrell, micro 5-0905

Subject: Sole or Single Source Procurement; Request for Evaluation Services

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

1. **Supplier being requested:** Presley Center of Crime and Justice Studies, University of California, Riverside

2. **Vendor ID:** 33626

3. **Single Source** **Sole Source**
(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

Yes **No**

SSJ# _____

4a. **Was the request approved for a different project?**

Yes **No**

5. **Supply/Service being requested:**
(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All

insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

The proposed project leverages expertise of the Robert Presley Center of Crime and Justice Studies to evaluate a) the efficacy of Riverside County's Day Reporting Centers (DRCs) in reducing recidivism among felon offenders when compared to those assigned traditional custodial sentencing, b) how the specific type of services provided within DRCs affect recidivism rates, and c) how the duration of services provided by DRCs affect recidivism rates. This is an innovative study within both academic and practitioner spheres as it is the first assessment of DRCs to integrate quantitative and qualitative inquiry under the umbrella of a single project. This mixed methods approach enhances the accuracy and specificity of the findings and is particularly robust when compared to other post-realignment, county-tailored evaluations conducted thus far.

- 6. Unique features of the supply/service being requested from this supplier. (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)**

The Presley Center is singularly situated to provide an evaluation of Riverside County's Day Reporting Centers. Pursuant to a 1993 act of the California state legislature (California Penal Code, Section 5085-5088) the Robert Presley Center of Crime and Justice Studies was transferred to the University of California (UC) with the legislature's expressed intention of maintaining the center at UC's Riverside campus. The State mandates the Presley Center pursue theoretical and applied research in a range of areas, including but not limited to: a) methods of ensuring secure, cost-effective incarceration in California's correctional institutions, including approaches to ameliorate overcrowding, b) new approaches to reduce inmate and ward recidivism, c) new approaches to rehabilitate inmates and wards during/after incarceration and to integrate offenders after incarceration, and d) new approaches to inmate and ward diagnosis, classification, and treatment. At the request of the state legislature, the Presley Center is expected to consult and work with law enforcement agencies in conducting its research to complete projects within the scope of the State's mandate.

- 7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The proposed research is a cooperative project between UC Riverside's Presley Center and Riverside County, which examines the efficacy of Day Reporting Centers (DRCs) as an alternative to traditional supervision and as a mechanism of decreasing recidivism. Support for this project will be leveraged to pursue federal funding by the National Institute of Justice and other possible funding sources with the intention to expand the current research in novel avenues, such as violent felon offender populations, which would further support the County's efforts in this area. The proposed study is tailor-made to Riverside County's needs and its DRCs, but also has the potential to yield results generalizable to California's fifty-eight counties and/or other with an interest in developing effective community-based corrections. Moreover, because this research drives at causal relationships and treats DRCs as multifaceted programs, the findings can confidently be used to inform policy and to make decisions as to where to invest resources in a manner that yields successful, cost-effective outcomes.

8. **Period of Performance:** From: 18/19 to 19/20
 (total number of years)

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. **Identify all costs for this requested purchase.** In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 19	FY 20	FY 21	Total
One-time Costs:	10	12	5	
Personnel	\$108,334	\$130,000	\$54,167	\$292,501
Travel	\$3,741	\$4,490	\$1,871	\$10,102
Other (computers/software)	\$2,648	\$3,178	\$1,324	\$7,150
Indirect cost - State MTDC	\$26,017	\$31,221	\$13,009	\$70,247
Total Costs	\$140,740	\$168,889	\$70,371	\$380,000

Note: Insert additional rows as needed

10. **Price Reasonableness:** (Explain why this price is reasonable or cost effective - were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

Universities establish Facilities and Administration rates to conduct research studies. An F&A rate is the federally and state approved rate for reimbursement of facilities and administrative costs on sponsored projects. Determining an F&A rate is a detailed, data-intensive, time-consuming process, and is meant to capture as best as possible the actual costs of administration and facilities supporting sponsored projects. The F&A rate is only applied to externally funded projects.

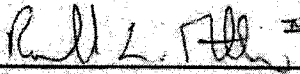
For the purposes of this agreement, UCR is charging Riverside County the rate of 25% of the federally-defined Modified Total Direct Costs for off-campus research. Comparable rates for off-campus research from other universities is as follows:

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University of CA, Davis	26%	University of CA, Irvine	26%

Washington University 52.5%
 California Institute of Technology 65%
 Emory University 56%
 Arizona State University 26%

Stanford University 57%
 University of Pennsylvania 61%
 Northwestern University 56.5%
 University of Kentucky 28.7%

Projected Board of Supervisor Date (if applicable): August 28, 2018
(Draft Form 11s, service agreement and/or quotes must accompany the sole source request for Purchasing Agent approval.)

 **Ronald L. Miller II, Assistance Chief Probation Officer for**
Mark A. Hake, Chief Probation Officer 8/14/18
 Department Head Signature (or designee) Print Name Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY 19 : \$ 140,740
 FY 20 : \$ 160,889
 FY 21 : \$ 70,371
 FY _____ : \$ _____
 FY _____ : \$ _____


 Purchasing Agent

9/16/18
 Date

19-043
 Approval Number
 (Reference on Purchasing Documents)

PROFESSIONAL SERVICE AGREEMENT

for

EVALUATION SERVICES

between

COUNTY OF RIVERSIDE

and

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS RIVERSIDE
CAMPUS**



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This Professional Service Agreement ("Agreement"), made and entered into this first day of September, 2018, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS RIVERSIDE CAMPUS, doing business at 249 University Office Building, Riverside CA 92521-0217 (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

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

WHEREAS, COUNTY will be utilizing State generated sales tax revenue and Vehicle License Fees under the 2011 Public Safety Realignment Community Correction – State Assembly Bill 109 to fund this Agreement.

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

1. Description of Services

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

1.2 CONTRACTOR certifies that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon CONTRACTOR's certification. CONTRACTOR shall perform the services in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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

1.4 CONTRACTOR shall perform the work as outlined in Exhibit A, Scope of Services in full compliance with the terms of this Agreement.

1.5 COUNTY shall cooperate with CONTRACTOR to provide access to data, including but not limited to offender records for the period of 2009-2016, as reasonably necessary to accomplish CONTRACTOR's Scope of Services and subject to the confidentiality provisions, as outlined in this Agreement.

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2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2020, unless terminated earlier as specified in Section 5 Termination. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 COUNTY shall pay the CONTRACTOR for services performed as identified in Exhibit A, Scope of Services, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions, attached hereto and incorporated herein by this reference. Maximum payments by COUNTY to CONTRACTOR shall not exceed an aggregate amount of three hundred eight thousand dollars (\$380,000) for twenty-seven (27) months including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any further services or products. COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses exceeding the total amount stipulated in this Agreement.

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

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

County of Riverside Probation Department

P. O. Box 833

Riverside, CA 92502

Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PRARC-91858-002-11/20); description of work performed, expenses to date per budget line item, and an invoice total.
- b) Invoices shall be rendered "quarterly" in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect. Such reimbursement shall also take into account CONTRACTOR's uncancellable obligations incurred prior to the effective date of termination of the Agreement.

4. Alteration or Changes to the Agreement

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

4.2 Any claim by the CONTRACTOR for additional payment related to the performance of this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide

sufficient justification, the COUNTY may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

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

5.2 This Agreement may be terminated by either party, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days from receipt of notice outlining the nature of the breach. In the event such material breach is not cured within the applicable period of time noted above, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party. Reconciliation of research expenditures and COUNTY's payment shall be in accordance with Section 3 of this Agreement. CONTRACTOR shall make good faith efforts to avoid incurring additional costs following either party's notice termination.

5.3 After receipt of the Notice of Termination pursuant to paragraph 5.1 or 5.2 above, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the Notice of Termination; and
- (b) Deliver to COUNTY a final report detailing the research conducted through the date of termination as well as any equipment owned by COUNTY. .

5.4 After termination pursuant to paragraph 5.1 or 5.2 above, COUNTY shall make payment for all research services performed, expenses incurred to date as well as all noncancelable obligations incurred in accordance with this Agreement through the date of termination.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement. CONTRACTOR may immediately terminate this Agreement if COUNTY refuses or fails to make a timely payment. In the event of such termination, the CONTRACTOR shall cease performance on the date specified in the Notice of Termination and shall deliver to COUNTY a final report detailing the research conducted through the date of termination so long as COUNTY has paid for all research services incurred through the date of termination.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

6.1 Data.

CONTRACTOR has sole ownership of data collected pertaining to the Scope of Services as outline in Exhibit A.

6.2 Technical Reports.

CONTRACTOR will provide COUNTY a biannual update report as described in Section IV. DELIVERABLES of the Scope of Services (Exhibit A) by May 31st and November 30th of each year. A Final draft report will be provided to COUNTY upon the conclusion or termination of this Agreement. Once COUNTY has reviewed the final draft report at the conclusion of the overall Period of Performance and both parties have discussed and considered any suggested changes, CONTRACTOR will provide a final report within thirty (30) days. Subject to the provisions of Section 6.2 below, COUNTY shall own all written reports created and delivered to COUNTY during the performance of the Scope of Services under this Agreement and shall have the right to use such provided reports as the COUNTY deems appropriate.

6.2 Publications.

COUNTY acknowledges and agrees that CONTRACTOR's fundamental consideration in performing the research under this Agreement shall be CONTRACTOR's right to first publish the results of such research for academic and scientific purposes. CONTRACTOR shall submit any proposed manuscript for publication to COUNTY thirty (30) days prior to the submission for publication, and any proposed abstract to COUNTY seven (7) days prior to submission for publication. In the event COUNTY identifies any Confidential Information (as defined in Section 17 below) contained in such proposed publication or abstract, COUNTY shall notify CONTRACTOR and specifically identify the Confidential Information.

CONTRACTOR shall delete such Confidential Information from the proposed publication or abstract. In the event COUNTY identifies any patentable subject matter contained in the proposed publication, COUNTY shall notify CONTRACTOR of such matter and CONTRACTOR shall either (i) delay the proposed publication for a period of up to sixty (60) days from the date of receipt of COUNTY's notification in order to obtain appropriate patent protection thereon, or (ii) delete the enabling portion from the proposed publication and proceed with publication. CONTRACTOR shall have the right to acknowledge COUNTY's support of the research performed under this Agreement in scientific publications and other scientific communications.

7. Conduct of Contractor

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance by CONTRACTOR hereunder shall be subject to review and comment by the COUNTY and the CONTRACTOR shall take into consideration all comments provided. The CONTRACTOR shall perform the services as outlined in Exhibit A, Scope of Services, in conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are found to not comply with the terms of this Agreement, such failure to comply with the terms herein shall constitute a default of this Agreement and the COUNTY shall notify the CONTRACTOR of such default per Section 5.2 and COUNTY shall be entitled to exercise all rights available to it in law and equity.

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

9. Independent Contractor/Employment Eligibility

9.1 CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement will work cooperatively with the COUNTY merely as to the results to be accomplished by the work hereunder agreed to be performed and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR certifies that it shall make its best effort to fully comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others as part of its required employment hiring procedures.. No employee of the CONTRACTOR can participate in sponsored activities until such review and shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law. For purposes of this section 9.2, "CONTRACTOR" shall mean any persons engaged by CONTRACTOR to provide any part of the Services contemplated under this Agreement, including but not limited to the personnel identified in Exhibit B of this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services**

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

11. **Disputes**

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to filing any legal action related to the Agreement, any dispute relating to this Agreement, which is not resolved by the parties, shall be settled by mediation pursuant to California Evidence Code Section 1115 et seq. before resorting to

arbitration or litigation. The mediator(s) shall assist the parties in reaching a settlement, but shall have no authority to make a binding decision or award. In the event such issue is not resolved through meditation, the parties shall have the right to seek all remedies available in law and equity. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information, regardless of whether such information is identified as proprietary or confidential at the time of disclosure which is acquired in connection with this Agreement. The term "privileged or confidential information" includes, but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; client database, client files, client interviews, and client information that may be obtained during the course of performing the services in the Agreement; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. Privileged or confidential information shall not include any information which is: a) published or otherwise available to the public other than by breach of this Agreement by CONTRACTOR; b) rightfully received by CONTRACTOR from a third party without confidential limitations; c) independently developed by CONTRACTOR; d) approved for release by written authorization of COUNTY; or e) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements. CONTRACTOR shall use reasonable efforts, in accordance with CONTRACTOR'S treatment of its own confidential information to maintain its confidentiality, to prevent the disclosure of Confidential Information to third parties for a period of three (3) years from the date of disclosure of such Confidential Information.

CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this A.

The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. For purposes of this section 16.1, "CONTRACTOR" shall mean any persons engaged by CONTRACTOR to provide any part of the Services contemplated under this Agreement, including but not limited to the personnel identified in Exhibit B of this Agreement.

16.2 Notwithstanding anything to the contrary contained herein, the CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving

services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this section 16.2, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph. Further, for purposes of this section 16.2, "CONTRACTOR" shall mean any persons engaged by CONTRACTOR to provide any part of the Services contemplated under this Agreement, including but not limited to the personnel identified in Exhibit B of this Agreement.

16.3 CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this Agreement. For purposes of this section 16.3, "CONTRACTOR" shall mean any persons engaged by CONTRACTOR to provide any part of the Services contemplated under this Agreement, including but not limited to the personnel identified in Exhibit B of this Agreement.

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

Probation Department
3960 Orange Street, Ste. 600
Riverside, CA 92501
Attn: Purchasing

CONTRACTOR

The Regents of the University of California
Sponsored Programs Administration
249 University Office Building
University of California
Riverside, CA 92521-0217

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as COUNTY Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, agents or representatives, including but not limited to the personnel identified in Exhibit B of this Agreement, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, but only in proportion to and to the extent such liability, claim, damage or action are caused by or result from the negligent or intentional acts of omissions of CONTRACTOR, its officers, employees, agents, or representatives. CONTRACTOR shall defend the COUNTY Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of

investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

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

21.5 COUNTY shall indemnify and hold harmless the CONTRACTOR, its officers, employees, agents, or representatives (individually and collectively hereinafter referred to as CONTRACTOR Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services or action of COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature, but only in proportion to and to the extent such liability, claim, damage or action are caused by or result from the negligent or intentional acts of omissions of COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives. COUNTY shall defend the CONTRACTOR Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

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

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's 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 through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows but no longer than five (5) years beyond the termination of the Agreement.

E. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

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

23. General

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

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

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request.

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

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

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest.

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

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures ("County Policies") that do not otherwise conflict with CONTRACTOR's policies and procedures ("Contractor Policies"). In the event of a conflict or inconsistency between County Policies and Contractor Policies, the parties shall attempt to resolve said conflict or inconsistency at the working level. If unsuccessful, the conflict shall be referred to the senior management of the parties. In the event such conflict is not resolved by senior management, either party shall have the right to immediately terminate the Agreement upon written notice served upon the other party stating the intent and effective date of the termination. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

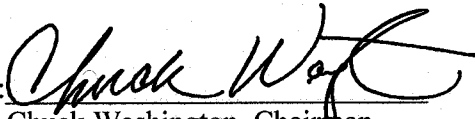
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

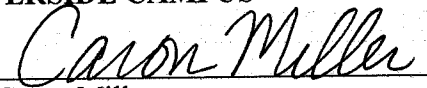
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

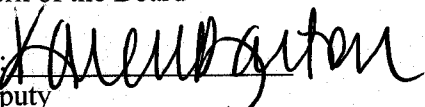
Dated: DEC 11 2018

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS RIVERSIDE CAMPUS

By: 
Caron Miller
Assistant Director, Sponsored Programs

Dated: 11/27/2018

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

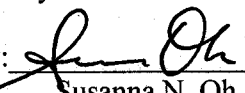
By: 
Susanna N. Oh,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

PURPOSE: The proposed project provides an evaluation of the COUNTY's Day Reporting Centers (DRCs), which serves to assess the relative strengths of the COUNTY's DRCs as an alternative to traditional supervision for felon offenders in the wake of prison realignment. This research program is motivated by three questions, including;

1. Do COUNTY's DRCs reduce recidivism among felon offenders when compared to those assigned to traditional supervision?
2. How do different DRC services (e.g. substance abuse education, workforce development, etc.) affect offender re-entry success and recidivism rates?
3. How does the duration of services provided within DRCs affect offender re-entry success and recidivism rates?

The project proposed here will be the first of its kind to evaluate DRCs using a mixed methods (qualitative and quantitative) approach and to evaluate the impact of specific DRC programming by unpacking the services/interventions that drive lower rates of recidivism and foster successful offender re-entry. These improvements differentiate this project from prior academic- and practitioner-based evaluations of DRCs.

Benefit to COUNTY and the CONTRACTOR: The proposed study is tailor-made to the COUNTY's needs in assessing the efficacy of their DRCs. Evidence based research that identifies which services drive successful offender re-entry and decrease recidivism allows for the efficient use of department funds/personnel by providing information that ensures critical resources are strategically and effectively allocated. Moreover, the proposed study satisfies the State's mandate that the CONTRACTOR engage in research that assesses cost-effective correctional strategies intended to ameliorate overcrowding, new approaches to reduce recidivism, and rehabilitation approaches that facilitate with offender reintegration. Furthermore, the proposed study is consistent with the CONTRACTOR's commitment to cutting-edge empirical research that connects scholarly expertise and practitioner needs.

Role of the COUNTY: CONTRACTOR will oversee, coordinate, and implement the proposed project, but is reliant on the COUNTY to allow/provide access to the requisite data and DRCs for researcher use. This access is of critical importance to the completion of this project, but does not require sustained and/or

routine involvement of COUNTY personnel. While the COUNTY is a vital partner in this project, it occupies a supportive role and its day-to-day involvement with the project is minimal.

Scope of Work: The proposed project leverages the full research expertise and personnel resources of the CONTRACTOR to evaluate a) the efficacy of the COUNTY's DRCs in reducing recidivism among felon offenders when compared to those assigned traditional custodial sentencing, b) how the specific type of services provided within DRCs affect recidivism rates, and c) how the duration of services provided by DRCs affect recidivism rates. This is an innovative study within both academic and practitioner spheres as it is the first assessment of DRCs to integrate quantitative and qualitative inquiry under the umbrella of a single project. This mixed methods approach enhances the accuracy and specificity of the findings and is particularly robust when compared to other post-realignment, county-tailored evaluations conducted thus far.

CONTRACTOR will provide biannual updates to the COUNTY, with the first report being submitted six (6) to eight (8) months after the project commences. These progress reports will be brief (not to exceed one-page) and are intended to maintain an open line of communication between the CONTRACTOR and the COUNTY to ensure both organizations' expectations are cooperatively managed for the duration of this project.

The final report will include, but is not limited to an articulation of the research questions, a brief summary of prior research conducted in this sphere, an explanation of the quantitative and qualitative research methodologies used in this project, a presentation of findings, and a discussion of findings that identifies areas in which COUNTY DRCs excel or warrant improvement.

The CONTRACTOR's final report and other resultant publications may be used by the COUNTY to demonstrate an evaluation of the COUNTY's DRCs and/or inform policy.

TIMELINE: The proposed study will be completed over a twenty-one (21) to twenty-seven (27) month period, beginning December 2018. Once data access is received from the COUNTY, a co-principal investigator and two advanced graduate student researchers will "clean" the data provided (December 2018 - August 2019) in preparation for the quantitative analysis (August 2019 - March 2020). A co-principal

investigator will then travel between the COUNTY’s Day Reporting Centers (DRCs) to conduct the interviews and observations that comprise the qualitative portion of this project (March 2020 - September 2020). Co-principal investigators will conclude by preparing a comprehensive report of their findings (delivered to the COUNTY) and summarize findings in a series of research articles and reports for publication in academic and policy spaces (September 2020 – March 2021). This timeline is not exhaustive of all research activities. For example, both co-principal investigators have a deep network of criminologists, sociologists, and economists given their prior work in the criminal justice space and consultations with their network of experts and presentations to academic audiences to solicit suggestions for improvements are not included in the timeline but will be completed concurrently with the activities specified.

PHASE	TIMEFRAME	ACTIVITY
PHASE I: PREPARATION (6-8 MONTHS)	December 2018 – August 2019	<ul style="list-style-type: none"> • Receipt of data COUNTY • On-board 2 quantitative research assistants • “Clean” data in preparation for analysis
PHASE II: QUANTITATIVE ANALYSIS (6-7 MONTHS)	August 2019 – March 2020	<ul style="list-style-type: none"> • Co-principle investigator, supported by 2 research assistants with quantitative methods expertise, analyzes data provided by the COUNTY (and possibly other sources)
PHASE III: QUALITATIVE DATA COLLECTION AND ANALYSIS (3-6 MONTHS)	March 2020 – September 2020	<ul style="list-style-type: none"> • Co-principle investigator, with aid of 1 research assistant, to travel to County’s 3 DRCs to conduct interviews, observations
PHASE IV: FINAL REPORTS / ARTICLES (6 MONTHS)	September 2020 – March 2021	<ul style="list-style-type: none"> • Co-principle investigators prepare a comprehensive report of their findings, delivered to the COUNTY • Co-principle investigators summarize findings in research articles and reports for publication in academic and policy spaces

EXHIBIT B
PAYMENT PROVISIONS

The budget for the services provided under this Agreement shall not exceed \$380,000 in aggregate for the period of performance beginning December 12, 2018 through March 11, 2021.

	2018-2019 academic year	2019-2020 academic year	Total
Personnel			
Faculty Course Releases (Oselin)	\$10,000	\$20,000	\$30,000
Faculty Course Releases (Eren)	\$20,000	\$10,000	\$30,000
Graduate Student Researcher (Level IV)	\$31,174	\$31,174	\$62,348
Benefits 1.8%	\$561	\$561	\$1,122
PRF/GSHIP	\$17,226	\$17,932	\$35,158
NRT	\$0	\$15,105	\$15,105
Graduate Student Researcher (Level IV)	\$31,174	\$31,174	\$62,348
Benefits 1.8%	\$561	\$561	\$1,122
PRF/GSHIP	\$17,226	\$17,932	\$35,158
NRT	\$5,035	\$15,105	\$20,140
Travel			
Academic Consultation / Conference Travel	\$2,700	\$2,780	\$5,480
Site Travel Expenses (gas, mileage)	\$2,311	\$2,311	\$4,622
Other			
Computer	\$4,000	-	\$4,000
Software (Atlas TI)	\$2,100	\$1,050	\$3,150
Subtotal	\$144,068	\$165,685	\$309,753
Indirect Cost- State MTDC 25%/30%	\$30,452	\$39,794	\$70,246
TOTAL PROJECT COST	\$174,520	\$205,480	\$380,000

EXHIBIT C
PERSONNEL DISCLOSURE AND BACKGROUND PROCEDURES

Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of all personnel that will be providing services under this Agreement, including but not limited to the personnel identified in Exhibit B of this Agreement. This list shall include: all staff who work full-time, part-time, per-diem, or temporarily, regardless of compensation; a brief description of the functions of each position; and the professional degree, license (if applicable) and experience required for each position. In addition, COUNTY shall be provided immediate written notice of any changes in personnel providing services under this Agreement.

All personnel assigned by CONTRACTOR under this Agreement shall be required to undergo background checks, as conducted by COUNTY. Based on the background check, and subject to the Non-Discrimination requirement as stipulated in Section 14 of this Agreement, COUNTY shall have the sole discretion to require replacement of any personnel providing services under this Agreement. Costs associated with the background check will be the responsibility of the COUNTY.

All CONTRACTOR personnel cleared for participation are required to take any and all confidentiality training required by COUNTY.

Attachment IHIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Presley Center of Crime and Justice Studies

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

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

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
- (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
- (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

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

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

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

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

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
 - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

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

construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum, but only in proportion to and to the extent such liability, claim, damage or action are caused by or result from the negligent or intentional acts of omissions of CONTRACTOR, its officers, employees, agents, or representatives. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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

11. **Termination.**

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

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

B. **Effect of Termination.**

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

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471