

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



**ITEM: 3.29
(ID # 19503)**

MEETING DATE:
Tuesday, July 12, 2022

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the Master Services Agreement between Blue Zones, LLC and the County of Riverside without seeking competitive bids for Community Health Needs Assessment for the Period of Performance of date of execution through June 30, 2023, All Districts. [\$500,000 - 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Services Agreement ("Agreement") between Blue Zones, LLC ("Blue Zones") and the County of Riverside without seeking competitive bids for Community Health Needs Assessment, for the Period of Performance of date of execution through June 30, 2023, in the amount of \$500,000;
2. Authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and
3. Authorize the Director of Public Health, or designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign any certifications, reports or amendments to the Agreement that include modifications to the statement of work that stay within the intent of the Agreement or the compensation provisions that do not exceed ten percent (10%) of the total annual cost of the agreement.

ACTION:Policy

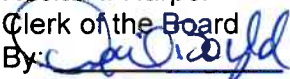

Kim Saruwatari, Director of Public Health 7/1/2022


Gregg Gu, Chief Deputy County Counsel 7/6/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Date: July 12, 2022
xc: RUHS-Public Health

Kecia R. Harper
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	\$ 500,000	\$ 0	\$ 500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State			Budget Adjustment:	No
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Public Health (RUHS-PH) is partnering with Blue Zones, LLC to assess capacity for effectively identifying and targeting hard-to-reach and low-income populations to improve health and health outcomes. RUHS-PH has identified Blue Zones, LLC, and their Blue Zones Activate® program as an innovative approach to address community health needs in the identified communities.

Blue Zones will conduct a Community Health Needs Assessment (Blue Zones Activate Phase I Readiness Assessment) within the cities/communities of French Valley, Mead Valley, Eastvale, Riverside, Coachella and Banning to assess and provide recommendations for community transformation to improve health and health outcomes. The services to be provided will include the following phases: Pre-Planning, In Market Community and Stakeholder Engagement, Well-Being and Blue Zones Impact Analysis, Readiness Evaluation Report and Proposal, and a Phase II Initial Blueprint, Proposal and Presentation.

Blue Zones is a pioneer in taking a systematic and environmental approach to improving the health of entire cities and communities. Its innovative approach is inspired by the world's longest-lived cultures and helps communities live better, longer. Blue Zones Activate Phase I Readiness Assessment is a structured exploration of the community and is powered by collaboration to build a plan for change. Blue Zones experts will lead a process to evaluate and design a unique approach that includes well-being policy prioritization, health equity solutions, and workforce development.

Impact on Residents and Businesses

The work produced by Blue Zones will include a preliminary analysis including trends and opportunities for the identified areas. They will also provide an impact analysis on the projected medical spend, productivity and regional economic value from a prospective Blue Zones community transformation. This will equip RUHS-PH to provide the best outcomes for the residents and the businesses of Riverside County.

Additional Fiscal Information

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STATE OF CALIFORNIA**

The total aggregate cost of \$500,000 for conducting the Community Health Needs Assessment is funded with state funds; no County general funds will be required. The request before the Board includes additional language in the event of a need in additional services, not to exceed 10% of the aggregate cost.

Price Reasonableness

Blue Zones, LLC is the sole proprietor of the innovative approach to transforming communities to "Blue Zones". The assessment provided will lead to considerable cost savings in medical spend, productivity and regional economic value.

ATTACHMENTS:

- A. Master Services Agreement between Blue Zones, LLC, and County of Riverside
- B. Sole Source Justification 22-055 Blue Zones, LLC


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

7/1/2022


Jacqueline Ruiz, Sr. Management Analyst

7/6/2022

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made and entered into as of the date of last signature of both parties (the "Effective Date") by and between Blue Zones, LLC, a Delaware limited liability company ("Blue Zones") and County of Riverside, a political subdivision of the state of California (the "Customer"). Each of Blue Zones and the Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." This Agreement consists of (i) this Cover Page, (ii) the General Terms and Conditions attached hereto, and (iii) any Statement of Work referencing (i) and (ii) above that is executed by both Parties (each an "SOW").

Customer and Blue Zones by signing below agree to be bound to the terms of this Agreement.

CUSTOMER:

BLUE ZONES:

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

BLUE ZONES, LLC, a Delaware limited liability company

By: Jeff Hewitt
Jeff Hewitt
Chair, Board of Supervisors

By: Ben R Leedle, Jr
Ben R Leedle, Jr | Jun 29, 2022 16:10 CDT
Ben R. Leedle, Jr.
President & CEO

Date: July 12, 2022

Date: 6-29-22

Address for Notice:
4065 County Circle Drive #412
Riverside, CA 92503
Attn: Geoffrey Leung, MD

Address for Notice:
1600 Utica Avenue S, Suite 900
St Louis Park, MN 55416
Attn: General Counsel

ATTEST: Kecia R. Harper, Clerk of the Board

By: Keia Boyd

APPROVED AS TO FORM:

County Counsel

By: Esen Sainz
Esen Sainz, Deputy County Counsel

7-12-2022 3.29

GENERAL TERMS AND CONDITIONS

1. Services; SOWs; Fees; Payments to Blue Zones.

- 1.1 Blue Zones shall provide the services as described in one or more SOWs (the "Services") executed by the Parties. Each SOW shall contain: (i) a description of the Services; (ii) the amount, schedule and method of Fees (as defined below) and any other compensation payable to Blue Zones; and (iii) the duration of the SOW, if different from the Term. The terms of this Agreement shall govern each SOW. In the event of a conflict between these General Terms and Conditions and the terms and conditions of any SOW, these General Terms and Conditions shall prevail unless the SOW expressly excludes or modifies the affected provision. The standard terms and conditions of Customer attached to a SOW shall have no force and effect.
- 1.2 Each Party shall designate a representative to serve as a liaison / team lead to the other Party. A Party's representative that will have the authority to provide approvals or direction under this SOW and will be available during normal business hours to respond to inquiries from the other Party.
- 1.3 Except as expressly provided in a SOW or otherwise in this Agreement, Customer shall pay Blue Zones the fees set forth and specifically enumerated in the applicable SOW ("Fees") and any other amounts as set forth in the applicable SOW as properly invoiced by Blue Zones pursuant to the terms of this Agreement by electronic funds transfer within thirty (30) days of receipt of each invoice. Blue Zones shall invoice such Fees monthly. Should Customer dispute any amount of any invoice submitted by Blue Zones, Customer shall notify Blue Zones of the amount in dispute and the basis for the dispute within fifteen (15) days of receipt of such disputed invoice. Should Customer and Blue Zones fail to reach a written agreement regarding the disputed fee by the due date of the invoice, Customer shall pay by the due date the full invoice, including the disputed amount, but shall retain its right to recover such disputed payment upon determination by a court or by agreement of the parties that the disputed amount is/was not due.
- 1.4 Customer acknowledges that the Fees exclude, and Customer shall be responsible for, all sales, use, personal property, value-added, excise and other taxes (including penalties and interest) ("Taxes") that may be imposed or assessed directly against Customer by governmental agencies with respect to the Services and the transactions contemplated by this Agreement, other than taxes due by Blue Zones or related to the income or gross receipts of Blue Zones, including penalties and interest, and other than any tax, assessment, payroll tax, etc. imposed or assessed directly against Blue Zones. Blue Zones shall be solely responsible for all payroll taxes imposed or assessed or due as a result of employees or contractors hired or engaged by Blue Zones. Each Party shall pay all Taxes assessed or imposed against it when due, and shall hold the other Party harmless from its failure to pay the same when due. This Agreement and the transactions contemplated hereby will create different tax results for each Party. Each Party has conferred with its own tax counsel prior to executing this Agreement, and executes this Agreement with full knowledge and acceptance of its potential tax consequences.
- 1.5 Except for as expressly provided herein or in a SOW, each Party shall bear its own expenses in connection with the performance of its obligations hereunder, including travel to and participation in any training, conference, or meeting, and including all legal fees.

2. Intellectual Property.

- 2.1 As between Customer and Blue Zones, Blue Zones shall own all right, title and interest in and to the **Blue Zones IP** (as defined below), including, without limitation, all associated intellectual property rights throughout the world. Customer agrees that any modification or enhancement to Blue Zones IP which is developed, conceived or reduced to practice while performing the Services or otherwise during the Term, whether by Blue Zones for Customer or by Customer, with or without advice or support by Blue Zones, whether or not reimbursed by Customer, and whether or not developed in conjunction with Customer's employees, agents, or contractors, will be the exclusive property of Blue Zones. To the extent exclusive title and/or ownership rights in such works may not originally vest in Blue Zones, Customer shall assign (and the Customer does hereby assign, transfer and convey) to Blue Zones all of the Customer's rights, title and interest to such works. If Customer suggests any new features, functionality or improvements to any Blue Zones IP, Customer will not assert any claim against Blue Zones or its third party licensors that the suggested feature, functionality or improvement is an original idea of Customer or that Customer has any ownership rights superior to those of Blue Zones or the third party licensor in such feature, functionality or improvement, and Blue Zones and its third party licensors shall not be subject to any confidentiality restrictions or royalty obligations relating thereto. Without limiting the foregoing, but subject to Section 3.1, Customer agrees that Blue Zones may use any outcomes or data arising from Blue Zones' delivery of the Services a participating Community or the geographic region in which the Services are delivered pursuant to a SOW (the "Territory"), for any Blue Zones business purpose, including for itself or its other clients or customers.
- 2.2 Blue Zones grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license in the Territory to use the Blue Zones IP only for the purposes of receiving the Services hereunder and for the purposes of marketing the Services in the manner that the Parties may agree upon in a SOW. Blue Zones grants to Customer no other license or right to the Blue Zones IP and none shall be deemed granted or implied. Blue Zones retains all rights not expressly granted herein. Except as otherwise expressly allowed in this Agreement or in a separate written agreement executed by the Parties, Customer shall not (a) copy, assign, pledge, rent, lease, time share, bundle, display, disclose, use, distribute, sell, sublicense, license or grant any rights in any of the Blue Zones IP, or (b) reproduce, modify, decompile, disassemble or reverse engineer the Blue Zones IP, without the express written consent of Blue Zones.
- 2.3 The Parties each reserve the right to, and control of, the use of its name, symbols, trademarks, and service marks presently existing or later established. Except for as expressly provided herein, neither Party shall use the other's name, symbols, trademarks, or service marks, without the prior written consent of the other Party or as expressly set forth in a SOW. Subject to its adherence to Blue Zone's Brand Guidelines and Blue Zone's prior written approval, Customer shall have the right to use the name, symbols, trademarks and service marks of Blue Zones to carry out the terms of this Agreement. Blue Zones shall have the right to use Customer's name, symbols, trademarks and service marks to carry out the terms of this Agreement and to identify Customer as a client of Blue Zones for its general sales and marketing purposes, with prior written notice to Customer. Upon the expiration or termination of this Agreement or an applicable SOW or upon receipt of written notice from the other Party, a Party shall cease its use of any symbol, trademark or service mark of the other Party. The "Blue Zones Brand Guidelines" shall mean the

guidelines provided by Blue Zones to Customer, which may be updated from time to time by Blue Zones upon prior written notice to Customer.

- 2.4 “**Blue Zones IP**” means all intellectual property created or owned by Blue Zones, including all works of authorship, programs, software, code, source code, system design, processes, tools, reports, manuals, supporting materials, drawings, diagrams, flowcharts, templates, documents, materials, technology, trademarks, trade secrets, instruction manuals, course descriptions, logos, trademarks, service marks, artwork, devices, website(s), and concepts, and any modifications, updates, enhancements and derivative works of any of the foregoing, whether developed prior to the Effective Date or during the Term. Blue Zones IP excludes any of Customers pre-existing intellectual property or intellectual property developed by Customer outside the scope of this SOW.

3. Confidentiality.

- 3.1 **Confidentiality Obligations.** Each Party shall maintain the confidentiality of the Confidential Information (as defined below) of the other Party and not disclose or disseminate such Confidential Information to third Parties. The receiving Party shall use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses with its own Confidential Information, which standard of care shall be reasonable care under the circumstances. Nothing in this Section shall preclude a Party from disclosing the other Party’s Confidential Information to the extent that the disclosure thereof is required by laws, regulations, statutes, mandates, or other decree with binding effect on a Party hereunder issued by a competent governmental authority (“Applicable Law”). If a receiving Party is required to disclose Confidential Information pursuant to the preceding sentence, the receiving Party shall, to the extent permitted, promptly notify the disclosing Party and cooperate with the disclosing Party, at the disclosing Party’s expense, in connection with the disclosing Party’s efforts to resist such disclosure or to obtain a protective order. Notwithstanding the foregoing, the Customer is a government entity subject to the California Public Records Act and Brown Act and may be subject to disclosure, to which it shall have sole discretion and control in responding to any public record requests. In the event of a breach or threatened breach by a receiving Party of the provisions of this Section, the disclosing Party shall be entitled to seek an injunction restraining the breaching Party from the conduct causing such a breach or threatened breach. Nothing herein shall be construed as prohibiting a Party from pursuing any other remedies available to that Party for such breach or threatened breach, including the recovery of damages from the breaching Party. Upon termination or expiration of this Agreement, the Parties shall destroy or return all Confidential Information of the other Party and shall not use any Confidential Information of the other Party in its business. Each Party shall be entitled to retain one copy of any Confidential Information for legal archival purposes. This Section shall survive termination or expiration of this Agreement. Upon the request of either party, the other party shall confirm in writing such destruction and the methods used.
- 3.2 **Definition of Confidential Information.** “Confidential Information” means any and all information, know-how and data, technical or nontechnical, whether written, graphic or oral, furnished or made available by a Party or on its behalf, to a receiving Party and shall include, without limitation: financial information; pricing information; trade secrets; proprietary software and intellectual property; benefit design concepts; research and technical information; business and operational policies, processes, procedures and strategies; business plans; and systems design and operating specifications. Confidential

Information shall not include the following: (a) information that is lawfully now in the public domain or subsequently enters the public domain through no fault of the receiving Party; (b) information that is presently known or becomes known to the receiving Party from its own independent sources as evidenced by its written records; (c) information that is lawfully received from any third party not under any obligation to keep such information confidential; or (d) information independently developed by or for a Party hereto without use of the Confidential Information of the disclosing Party.

4. Term and Termination.

4.1 **Term.** This Agreement shall commence on the Effective Date, and subject to early termination as provided herein, shall continue until the later of (i) June 30, 2023, or (ii) the last day of the term of any SOW hereunder. (the "Term")

4.2 **Termination.**

a. **Termination for Material Breach.** Either Party may terminate this Agreement or any individual SOW in the event of a material breach of this Agreement or any individual SOW by the other Party that is not cured within the applicable cure period. The applicable cure period for a monetary breach hereunder will be ten (10) days after the non-breaching Party gives the breaching Party written notice of such monetary breach. The applicable cure period for a non-monetary breach hereunder will be thirty (30) days after the non-breaching Party gives the breaching party written notice of such non-monetary breach.

4.3 **Effect of Termination.** Upon the termination or expiration of this Agreement for any reason, Customer shall pay all Fees to Blue Zones due and owing under this Agreement as of the effective date of termination. If, however, this Agreement terminates because of a material breach by Blue Zones, Customer may withhold any such unearned Fees on a pro rata basis, and or to the extent the same are necessary to reimburse Customer for any damage caused to it by virtue of the material breach of Blue Zones. The Parties agree that termination is not the sole remedy under this Agreement, and all other remedies will remain available.

5. Delegation and Assignment.

5.1 **Delegation.** Blue Zones may subcontract or delegate to third parties certain duties or obligations under this Agreement without prior notice or prior approval by Customer, including but not limited to the performance of certain Services as set forth in an SOW, and shall remain fully responsible to Customer for all such duties or obligations performed by such third parties.

5.2 **Assignment.** Neither Party may assign this Agreement to a third party without the express written approval of the other Party, which approval shall not unreasonably be withheld, conditioned or delayed. Any attempted assignment in violation of the foregoing shall be void; provided, however, that either Party may assign any and all of its rights hereunder to a successor, an affiliate or wholly-owned subsidiary with thirty (30) days written notice to the other Party.

6. Warranties; Indemnification; Disclaimers; Waivers; Limitation of Liability; Insurance.

6.1 Blue Zones warrants that the Services will be of workmanlike quality and that use of the Services or of any materials delivered to Customer as part of the Services, will be in

compliance with the provisions of this Agreement, will be compliant with State and Federal laws and regulations, and will not infringe the United States intellectual property rights of any third party.

- 6.2 Customer shall indemnify, defend and hold harmless Blue Zones from and against any and all claims or damages resulting from or arising out of: (a) a breach by Customer of this Agreement or any SOW; (b) the negligence, reckless or willful misconduct of Customer, its community partners or their employees and agents in connection with this Agreement; or (c) a violation of applicable law by Customer. Blue Zones shall indemnify, defend and hold harmless Customer from and against any and all claims or damages resulting from or arising out of: (a) a breach by Blue Zones of this Agreement or any SOW; (b) the negligence, reckless or willful misconduct of Blue Zones or its employees and agents in connection with this Agreement; or (c) a violation of applicable law by Blue Zones.
- 6.3 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, BLUE ZONES PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. BLUE ZONES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. BLUE ZONES MAKES NO WARRANTY OF ANY KIND AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THE SERVICES.
- 6.4 Except for breaches of Section 3, no Party shall be liable to the other for special, consequential, incidental, indirect, punitive or exemplary damages, however caused, whether for breach of warranty, contract, tort, strict liability, loss of data, loss of use, or otherwise, even if a Party has been advised of such possibility.
- 6.5 Blue Zones' total aggregate liability for any claims, losses, damages or costs, including attorneys' fees and other litigation costs and expenses of any nature whatsoever, arising out of or in connection with this Agreement or the Services shall not exceed the amount of Fees paid to Blue Zones by Customer under this Agreement during the twelve (12) months immediately preceding the date on which the Client's claim arose.
- 6.6 Blue Zones agrees that it will maintain adequate insurance coverage based on the nature of its work with Customer, including worker's compensation, commercial general liability coverage, and vehicle liability, and shall name Customer as an Additional Insured under its policies during the terms of this Agreement.

7. General Provisions.

- 7.1 **Amendment.** Any amendment to this Agreement or a SOW must be made in a writing signed by both parties.
- 7.2 **Independent Relationship.** Notwithstanding any other provision hereof, each Party is at all times acting and performing as an independent contractor with respect to the other Party; no Party may exercise any control or direction over the other Party's performance hereunder. Nothing hereunder shall be construed to make or render a Party an agent, servant, representative or employee of, or joint venturer with the other Party.

- 7.3 **Applicable Law.** This Agreement, its terms, and conditions shall be governed by the laws of the State of California for all matters, without regard to its conflict of law principles that may otherwise apply.
- 7.4 **Publicity.** Customer and Blue Zones shall cooperate to issue a joint press release regarding the existence of this Agreement and that Customer is a client of Blue Zones.
- 7.5 **Binding Effect.** Subject to Section 5.2 above, this Agreement shall bind and inure to the benefit of the Parties, their successors and assigns.
- 7.6 **Enforceability.** If any provision of this Agreement is rendered invalid or unenforceable by a competent governmental authority, the remaining provisions shall remain in full force and effect. If the invalidated or unenforceable provision is material to the essence of this Agreement, the Parties shall exercise good faith efforts to timely agree to a provision(s) to replace that invalid or unenforceable provision(s) to give effect as closely as possible to the original intent of the Parties hereto.
- 7.7 **Entire Agreement.** This Agreement includes all exhibits, attachments and any other document that the Parties execute in writing and expressly agree to be a part of this Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and any prior agreements are of no force or effect.
- 7.8 **Headings.** The headings of Sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 7.9 **No Third-Party Beneficiaries.** No persons or entities other than Customer and Blue Zones are intended to be, or are in fact, beneficiaries of this Agreement, and the existence of the Agreement shall not in any respect whatsoever increase the rights of any Member or other third-party or create any rights on behalf of any Member or other third party vis-à-vis any of the Parties with respect to the subject matter hereof.
- 7.10 **Corporate Authority.** Each Party represents and warrants to the other Party that it has the requisite power and authority to execute this Agreement.
- 7.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together comprise one and the same instrument.
- 7.12 **Waiver of Breach.** A Party's waiver of the breach of any provision of this Agreement by the other Party shall not be deemed to be a waiver of any subsequent breach of the same or any other provision hereof.
- 7.13 **Force Majeure.** A Party shall be excused from the performance of its obligations hereunder and such Party's nonperformance shall not be a default or grounds for termination of this Agreement to the extent that such Party is prevented from performing its obligations as a result of any other cause beyond the affected Party's reasonable control. In the event Blue Zones is excused from performance of any of its obligations pursuant to this provision, Customer shall be excused from payment of any fees due hereunder that corresponds to the Service not performed by Blue Zones.

- 7.14 **Notices.** Any notice given hereunder shall be in writing and sent (by certified or registered mail, return receipt requested, or by other overnight mail delivery for which evidence of delivery is obtained by the sender) to the address(es) set forth on the Cover Page. The notice shall be deemed to be effective on the date on which the return receipt indicates the same was delivered.
- 7.15 **Electronic Signatures.** Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

The Parties have executed the Cover Page of this Agreement, effective as of the Effective Date.

STATEMENT OF WORK NO. 1
BLUE ZONES ACTIVATE PHASE 1 ASSESSMENT

SOW No. 1 Effective Date:

Date of last signature of both Parties on SOW, below.

SOW No. 1 Term:

Eight (8) months from the SOW No. 1 Effective Date.

This Statement of Work No. 1 (“SOW No. 1”) is executed by and between County of Riverside, a political subdivision of the state of California (“Customer”) and Blue Zones, LLC, a Delaware limited liability company (“Blue Zones”) pursuant to the Master Services Agreement between Customer and Blue Zones, LLC of even date herewith (the “Agreement”). This SOW No. 1 is subject to the terms of the Agreement, which are incorporated herein by reference.

This SOW No. 1 commences as of the Effective Date noted above and, subject to earlier termination as provided in the Agreement, shall continue for the period listed as the SOW No. 1 Term (“SOW No. 1 Term”) defined above. The intent of this SOW No. 1 is to set forth the terms for Blue Zones Activate Phase 1 Assessment, where Blue Zones experts will work with local leaders within the cities of French Valley, Mead Valley, Eastvale, Riverside, Coachella and Banning, California (the “SOW No. 1 Territory”) to assess and provide recommendations for further Blue Zones transformation programs and build a plan for change, including the SOW No. 1 Territory’s vulnerable and underserved populations.

DEFINITIONS. Definitions specifically applicable to this SOW NO. 1 are as defined herein. Any other capitalized terms that are not defined herein shall have the meaning ascribed to them in the Agreement.

- A. BACKGROUND & PURPOSE. Blue Zones aims to build healthier communities across the country by helping to transform communities into thriving places to live, work, eat and play. This SOW No. 1 covers the assessment of the communities readiness and is the first phase in the process to transform the SOW No. 1 Territory.
- B. BLUE ZONES OBLIGATIONS. During the SOW No. 1 Term, Blue Zones will provide or perform the services listed below (collectively, the “Services”). All Services will be performed either virtually or in-person, dependent on current restrictions and each Party’s mutual agreement.
1. Pre-Planning. (Months 1 -3) Blue Zones and Customer, through its steering committee (see Customer Obligations Section C.1. below) will build a schedule and coordination of meetings and presentations to optimize engagement in the assessment process. As part of the pre-planning Blue Zones will work with Customer to build community awareness, educate stakeholders and encourage engagement. Additionally, Blue Zones will make its online education and engagement tools (e.g. Blue Zones web landing page, Blue Zones Life Plan, and True Vitality Test®) available to Customer as well as conduct a community leadership and stakeholder event to drive awareness and engagement.
 2. In Market Community and Stakeholder Engagement (Months 4-6). Blue Zones will assist Customer to increase stakeholder engagement by leading a series of one-on-one meetings, focus groups, and group events to evaluate strengths, challenges, and opportunities in the community. Blue Zones will lead the following:

- a. Stakeholder/leadership original group event
 - b. Places. One on one meetings, focus groups, and other group events led by Blue Zones' team of experts, focused on the following key sectors:
 - a. Worksites
 - b. Restaurants
 - c. Grocery Stores
 - d. Faith-Based Organizations
 - e. Schools/Universities
 - c. Policy Meetings. One on one meetings, focus groups, and summits led by Blue Zones team of national experts and focused on the following key policy sectors:
 - a. Municipalities
 - b. Built Environment/Transportation
 - c. Food Systems
 - d. Tobacco
 - e. Alcohol
 - d. Innovation Engagement. Blue Zones experts will lead a process to evaluate and design a unique approach that may include:
 - i. Happiness/well-being policy prioritization
 - ii. Health equity solutions for vulnerable populations
 - iii. Workforce development
 - e. Photography - Blue Zones will capture the community's strengths, challenges, and opportunities through images.
 - f. Media Outreach - One-on-one meetings led by Blue Zones team of experts and focused on engaging the following key sectors.
 - a. TV
 - b. Radio
 - c. Print
 - d. Digital
3. Well-Being and Blue Zones Impact Analysis. (Months 7-8) Utilizing Gallup Well-Being Index data sets, Blue Zones will provide a preliminary well-being analysis including trends and opportunities for the SOW NO. 1 Territory. In addition, Blue Zones will provide an impact analysis on the projected medical spend, productivity and regional economic value from a prospective Blue Zones community transformation.
4. Readiness Evaluation Report and Proposal. (Month 8) Prior to the end of the SOW NO. 1 Term Blue Zones will provide to Customer a report related to the SOW No. 1 Territory (the "Readiness Report and Proposal"), including key community sectors outlined below as well as Blue Zones expert findings and priority recommendations. In addition, a Blue Zones value brief articulating the feasibility of a Blue Zones community transformation will be provided. The Readiness Report and Proposal will include the following:

- a. Readiness of key community sectors outlined below:
 - i. Leadership
 - ii. Culture of Change
 - iii. People
 - iv. Places
 - v. Policy
 - vi. Media
 - vii. Innovation (including Health Equity solutions for vulnerable populations)
 - b. Blue Zones expert audit/assessment findings
 - c. Feasibility and value brief analyses; and
 - d. Blue Zones expert priority recommendations
5. Phase II Initial Blueprint, Proposal and Presentation. (Month 8). Blue Zones will provide a draft blueprint, proposal and related presentation, which covers the following topics:
- a. Timeline, Milestones, and Governance - Comprehensive Phase II Blue Zones timeline with key milestones and governance structure to guide the work throughout the transformation period.
 - b. Scope of Work No. 2 - Draft Blueprint in support of the Phase II Blue Zones transformation plan mapped against the timeline and milestones.
 - c. Array of Services - Detailed definition and description of the delivery services required for execution of the Phase II Blue zones transformation blueprint.
 - d. Resource Intensity - Draft of the required key resource categories and relative intensity of such as necessary for executing on the Phase II Blue Zones plan.
 - e. Value Metrics - Draft of the dashboard for tracking value during the transformation.
 - f. Fees - Total fees for Phase II Blue Zones transformation, including a breakdown of the fixed component and performance-based component of the total fees.
 - g. ROI Analysis - Near and long-term return on investment models.
- C. CUSTOMER OBLIGATIONS During the SOW NO. 1 Term, in addition to any other obligations specified in the Agreement or this SOW No. 1, Customer shall perform or provide the following (“Customer Obligations”):
- 1. Leadership Commitment
 - a. Secure commitments from Riverside County key leaders and stakeholders needed to support the work and Services related to the Milestones set forth above and delineated in Attachment A and any follow-on SOWs and projects. These stakeholders will form a cross-functional working steering committee to review and approve recommendations made by Blue Zones.
 - b. Maintain and augment the involvement of local community partners

2. Local Staffing

- a. Customer will provide a designated project leader with authority to provide approvals and direction under this SOW.
- b. Recruit volunteers as needed.

3. Communication

- a. Gain commitment and engage local media partner(s)
- b. Participate in all outreach and media campaigns and communications.

4. Sponsor Prospects and Future Projects

- a. Identify and cultivate potential sponsors and support for prospective Blue Zones Phase II transformation.

5. Requested Personnel and Information

- a. Help to make available required personnel and subject matter experts in the Customer's organization and more broadly in the community.
- b. Help to coordinate the provision of key community data and information in support of Blue Zones evaluations and assessments.

6. Brand Guidelines. Adhere to the Blue Zones Brand Guidelines. All materials, press releases or other promotional items that incorporate mentions of Blue Zones or the Blue Zones IP shall require the prior written approval of Blue Zones.

7. Event Venue(s). Customer is responsible for providing venue(s) for all in-market community events including but not limited to meetings, focus groups, summits and large community events.

8. Community Presentation. Customer will create and present to Blue Zones the community strengths, challenges, and opportunities.

9. Requested Information. Provide necessary and available information and data that will allow Blue Zones to provide the Readiness Report and Proposal.

D. JOINT OBLIGATIONS. Each Party shall commit its reasonable effort to collaborate in the performance of the foregoing events and activities to make them successful.

E. PAYMENT TO BLUE ZONES.

1. For the Services to be provided in this SOW No. 1, Customer shall pay Blue Zones \$500,000 (the "Fee"), which shall be invoiced as follows: (i) \$100,000 upon execution of this SOW No. 1, (ii) \$350,000 on September 1, 2022, and (iii) \$50,000 upon completion of the Services set forth herein. All invoices shall be paid in accordance with Section 1.3 of the Agreement. If this SOW No. 1 is terminated early due to a material breach by Blue Zones in accordance with Section 4 of the Agreement, Customer will be due reimbursement of fees paid based on a calculation of the percentage of deliverables completed under this SOW on the date of termination.

2. Except for as expressly provided herein, each Party shall bear its own expenses in connection with the performance of its obligations hereunder, including travel to and participation in any training, conference, or meeting.

The Parties have caused this SOW NO.1 to be executed and delivered by their authorized representative effective as of the SOW NO. 1 Effective Date.

CUSTOMER:

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

By: 
Printed Name: Jeff Hewitt


Title: Chair, Board of Supervisors

Date: July 12, 2022

Address for Notice:
4065 County Circle Drive #412
Riverside, CA 92503
Attn: Geoffrey Leung, MD

BLUE ZONES:

BLUE ZONES, LLC, a Delaware limited liability company

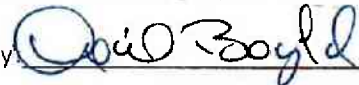
By: 
Printed Name: Ben R. Leedle, Jr.

Title: President and CEO

Date: 6-29-22

Address for Notice:
1600 Utica Avenue S
St Louis Park, MN 55416
Attn: General Counsel

ATTEST: Kecia R. Harper, Clerk of the Board

By: 

APPROVED AS TO FORM:

County Counsel

By: 
Esen Sainz, Deputy County Counsel

7-12-2022 3.20

ATTACHMENT A

MILESTONES AND DELIVERABLES

Timeline

Pre-Planning

Months 1-3

- Launch Digital Presence - Customized co-branded web landing page including a calendar of events and to access Blue Zones Life Plan, and the True Vitality Test®.
- Launch PR and Marketing Communications Campaign - Including a press release, community announcements, and access to Blue Zones for experts for media interviews.
- Policy Audit and Community Background Documentation Review - Blue Zones National Experts review the existing policy landscape and provide a community background analysis.
- Detailed Run of Show for the In-Market Community and Stakeholder Engagement process and events.

In-Market Community and Stakeholder Engagement

Months 4-6

- Blue Zones community-wide events - Blue Zones Experts engage the broader community through education and inspiration around key Blue Zones principles.
- Blue Zones National Experts lead summit events (sector focused larger events and collaborative work sessions), 1:1 meeting, focus groups, walking audits, and windshield tours.
- Blue Zones Transformation Value Workshop – Blue Zones national Experts lead a summit to review the science underlying the feasibility assessment, value creation and value capture of the impact of a community Blue Zones Transformation.
- Photography – Photographs of the existing environment showcasing community assets, opportunities for change, food systems, and the built environment.
- Media – Blue Zones Experts hold 1:1 meetings and interviews with key community media.

Phase I Reports and Phase II Initial Blueprint, Proposal and Presentation

Months 7-8

- Community Readiness Evaluation Report
- Expert Assessment Findings and Recommendations – Each sector expert reports on assessment findings and provides key recommendations.
- Population Well-Being Analysis – Blue Zones Experts provide the current state of well-being for SOW No. 1 Territory.
- Blue Zones Activate Impact Forecast and Feasibility Analysis – Blue Zones will forecast the impact of a full Blue Zones community transformation.
-

- Phase II Blue Zones Activate Recommendations and Proposal
- Phase II Blue Zones Template Statement of Work (SOW) amendment.


Blue Zones LLC - Riverside MSA and SOW Final for signature 6.29.22


Final Audit Report


2022-06-29


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