

AGREEMENT
(BOS Agreement No. ___ - ___)

THIS AGREEMENT is made and entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (“County”), and Resource Development Associates, Inc., a California corporation (“Contractor”), jointly referred to as the “Parties” herein and who agree as follows:

- A. Contractor shall provide consultation services to finalize the Yolo County Community Health Assessment (“CHA”) and facilitate the development of the Community Health Improvement Plan (“CHIP”) as set forth in Exhibit A. Contractor represents and warrants that it has all necessary training and qualifications to provide such services.
- B. The term of this Agreement shall be from **Effective Date through June 30, 2023**, unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).

Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party.

- C. The complete Agreement shall include the following exhibits and attachment(s), attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Insurance Requirements
- Exhibit D – Project Schedule
- Exhibit E – HIPAA Compliance
- Exhibit F.1 – Contractor Confidentiality Certification
- Exhibit F.2 – Officers, Agents, Employees, Participants, and Volunteers Confidentiality Certification Form

The County and Contractor shall each comply with all the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

- D. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

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E. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED THIRTY DOLLARS (\$124,930)** specified as follows:

Fiscal Year 2022-23 Effective Date through June 30, 2023	Total
\$124,930*	\$124,930

*Any unspent funding in a fiscal year may be rolled over into future fiscal years including any option years as noted in section B, above. See also section F, below.

F. OPTION YEARS: The County may exercise its option to extend the term of the Agreement pursuant to Section E. The maximum compensation provided for under this Agreement is as follows:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2023-24	On or before June 30, 2024	*rollover funding, if any	Less than or equal to \$124,930
OY/FY 2024-25	On or before June 30, 2025	*rollover funding, if any	Less than or equal to \$124,930

Upon request of the County, Contractor shall provide a revised project schedule for the period requested in conformance with the requirements of this Agreement. The revised project schedule shall be sent to the County Contracts Unit and Contract Administrator in the manner specified in Section T. The County shall notify the Contractor in writing should it elect to take its option. The notice shall include the revised agreement term, and if necessary, the approved funding amount to be added to the Agreement and the revised maximum compensation.

G. In no event shall the term of the Agreement extend beyond **June 30, 2025**, nor shall the total contract maximum exceed the amount of **ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED THIRTY DOLLARS (\$124,930)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors. Contractor, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit C.

H. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Contractor, it's officers, agents, or employees. Contractor/Subcontractor responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel.

I. ASSIGNMENTS AND SUBCONTRACTS

1. No performance of this Agreement or any portion thereof may be assigned or subcontracted without the express mutual consent of the Parties.

2. Please see Exhibit C for requirements regarding subcontractor insurance and indemnity provisions.
- J.** Contractor shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Contractor shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Contractor has violated any applicable law or regulation.
- K.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.
- L.** If Contractor fails to perform any part of this Agreement, the County may notify the Contractor of the default and Contractor shall remedy the default. If Contractor fails to do so, then, in addition to any other remedy that County may have, County may terminate this Agreement and withhold any or all payments otherwise owed to Contractor pursuant to this Agreement.
- M.** If licenses &/or certificates are required by Contractor's profession, by entering into this Agreement Contractor certifies that he/she/it shall currently have such licenses &/or certificates in good standing, shall maintain them throughout this Agreement, and that Contractor's performance will meet the standards of licensure/certification.
- N.** Contractor understands that he/she/it is not an employee of the County and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
- O.** Contractor will hold in confidence all information disclosed to or obtained by Contractor which relates to activities under this Agreement and/or to the County's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the County. Contractor shall deliver all of the foregoing to the County upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Contractor shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than **four (4) years** and shall make them available to County for audit and discovery purposes.
- P.** This Agreement constitutes the entire agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. Except for modifications to the project schedule specified in Section I of Exhibit B, this Agreement may only be amended in writing signed by both parties and any other purported amendment shall be of no force or effect.
- Q.** This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
- R.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

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S. OPTION YEAR AND AMENDMENT AUTHORITY

1. Director’s Authority: The Director may exercise the option year(s), execute related option year letters and approve any modifications to the project schedule in conformance with the conditions set forth in this Agreement.
2. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.
3. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

T. NOTICES

1. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Resource Development Associates, Inc.
330 Franklin Street, Suite 400
Oakland, CA 94607
Attn: Patricia M. Bennett, Ph.D., Chief Executive Officer

County: Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Nolan Sullivan, Director

2. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor: pbennett@rdaconsulting.com and contracts@rdaconsulting.com

County:

Contract Unit HHSAContracts@yolocounty.org

Contract Administrator rebecca.tryon@yolocounty.org

3. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
4. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

[Signatures Follow]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

CONTRACTOR

By Patricia M. Bennett Ph.D.
Patricia M. Bennett, Ph.D., CEO
Resource Development Associates, Inc.

Date: September 26, 2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

Nolan R. Sullivan
Nolan Sullivan, Director
Health and Human Services Agency

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By Hope P. Welton
Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Resource Development Associates, Inc.
330 Franklin Street, Suite 400
Oakland, CA 94607

II. PURPOSE

To provide consultation services to finalize the Yolo County Community Health Assessment (“CHA”) and to facilitate the development of the Community Health Improvement Plan (“CHIP”) on behalf of the Yolo County Health and Human Services Agency.

III. SERVICES

1. Finalize the CHA report by utilizing design skills, such as color, layout, graphic development, to improve the look and readability of the CHA for public and collaborators use, as well as enhance the verbiage and visual use of graphics to ensure that equity is underscored as a core concept in the CHA.
2. Develop a 3-year CHIP and report that will outline community priorities and plans of action to achieve objectives related to priority health areas identified in the CHA and collaborate with Agency to implement the process. This will include:
 - a. Engaging collaborators, residents, Agency staff, and others to participate in the CHIP process – this includes engagement with residents participating in pilot Community Advisory Program (led by HHS staff) through single, 30-minute onboarding session which will immediately or closely follow the launch of the CHIP Workgroup
 - b. Setting up and facilitating virtual and in-person meetings monthly (or as needed based on project and group needs) to determine CHIP priorities and potential solutions that will ultimately result in a CHIP document
 - c. Provide resources for established best practices/evidence-based strategies for various CHIP priorities and potential solutions to help guide the CHIP workgroup in determine best strategies for CHIP implementation
 - d. Utilizing a collective impact process in facilitation of CHIP workgroup meetings
 - e. Provide technical assistance and resources to CHIP workgroup on how to use an equity lens in decision making about priorities, strategies and outcomes
 - f. Establishing milestones for the CHIP process with the HHS staff and the work group and reporting on milestone progress regularly
 - g. Collaborate with the Agency to employ various strategies to help maintain ongoing participation and engagement of workgroup members, including outreach to members who have stopped participating, seeking input from the workgroup on ways to support participation and working with Agency to identify best approaches to support continued engagement
 - h. Developing a CHIP document including priority areas, strategies, outcomes measures, and timelines
 - i. Drafting a written CHIP report matching the design and language of the CHA
 - j. Developing a PowerPoint presentation with highlights from the CHIP report
 - k. Updating the agency routinely on CHIP progress, challenges or other key information relevant to the progress of the CHIP development

EXHIBIT A – SCOPE OF SERVICES

- 3.** Prepare the following Deliverables and Reports:
 - a.** CHA report
 - b.** Documents pertaining to CHIP process and report:
 - i.** Monthly collaborators meeting agendas and notes
 - ii.** Sub-Group meeting agendas and notes
 - iii.** Monthly progress reports
 - iv.** CHIP Final Report and brief (3 pages maximum) of the CHIP process
 - c.** PowerPoint presentation summarizing the CHIP report

EXHIBIT B – TERMS OF PAYMENT

I. PROJECT SCHEDULE

- A. Contractor has submitted a project schedule attached hereto as Exhibit D. Contractor shall adhere to this project schedule in performing services that have been authorized and provided in accordance with the provisions of this Agreement.
- B. On no less than a monthly basis, the Parties shall review the project schedule, including the project budget, timeline, and phase progress. Any changes to the project schedule that require more than a 20% differential in any phase category must be approved in writing by the County. Any other changes to the project schedule including rate changes or increases to the total project budget, shall require a formal amendment. See also sections P and R of this Agreement.

II. METHOD OF PAYMENT

- A. Contractor shall submit such claims for payment to the County no later than forty-five (45) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
- B. Claims for payment may be submitted to the County in an electronic format at HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695
Attn: Accounts Payable

- C. 1. County shall pay Contractor at the rates specified below for services that have been provided in accordance with the provision of this Agreement, including the project schedule attached hereto as Exhibit D.

2. Rates

Description	Rate/Unit
Chief Executive Officer	\$300/hr.
Senior Director of Consulting Services	\$275/hr.
Consulting Director	\$250/hr.
Associate Director	\$235/hr.
Consulting Manager	\$220/hr.
Senior Consultant	\$190/hr.
Consultant	\$165/hr.
Subcontracted Designer	\$140/hr.
Associate	\$140/hr.
Consulting Assistant	\$110/hr.

EXHIBIT B – TERMS OF PAYMENT

- D. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.
- E. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- F. Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.
- G.
 - 1. County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
 - 2. Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 3. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 - 4. In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.
- H. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
- I. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- J. Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

EXHIBIT C – SERVICE CONTRACT INSURANCE REQUIREMENTS

I. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements.

A. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers’ Compensation – Statutory Limits/Employers’ Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

EXHIBIT C – SERVICE CONTRACT INSURANCE REQUIREMENTS

- 5.** Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 - 6.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 - 7.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 - 8.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 - 9.** For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 - 10.** The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration or earlier termination of this Agreement. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

EXHIBIT D – PROJECT SCHEDULE

Deliverable	Project Month					Sr. Dir of Consulting Svcs (SME)	Consulting Manager (Sponsor)	Sr. Consultant (PM)	Consultant	Subcontracted Designer	Total Hours	Total Cost	
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	(\$275/hr)			(\$220/hr)
Phase 1: Project Launch & CHIP Preparation Phase (9/1 - 9/30)													
Project launch meeting												8	\$ 1,530
Review CHA and other relevant data to prepare for CHIP											2	20	\$ 3,830
Pre-CHIP virtual introductory meeting with potential partners & community advisory program											2	10	\$ 1,885
Begin design work on CHA (working with Agency team)											2	26	\$ 4,350
CHIP workgroup launch preparation											1	9	\$ 1,640
Finalize work plan (as needed)											2	8	\$ 1,530
Phase 1 Subtotal											2	81	\$ 14,765
Phase 2: Initiation Phase (9/1 - 11/30)													
Complete final version of CHA (design/style/display only)												56	\$ 8,550
Collaborate with Agency staff on strategies for public release											1	13	\$ 2,300
Host two CHIP workgroup meetings (one in person in October, one virtual in November)											2	56	\$ 10,390
Phase 2 Subtotal											2	125	\$ 21,240
Phase 3: Chip Development Phase (12/1 - 3/31)													
Facilitate monthly CHIP workgroup meetings											1	33	\$ 6,175
Facilitate monthly sub-group meetings (max 2 total)											4	46	\$ 8,410
Provide monthly updates to the CHIP workgroup and subgroups												24	\$ 4,260
Provide ongoing support, as needed, to answer questions via email and phone												30	\$ 5,325
Phase 3 Subtotal											1	133	\$ 24,170
Phase 4: CHIP Draft and Final Documents (3/1 - 5/15)													
Draft CHIP											2	120	\$ 20,710
Call to review and discuss revisions to CHIP											2	12	\$ 2,240
Virtual townhall to present draft plan and gather input											2	18	\$ 3,280
Finalize CHIP											1	47	\$ 8,235
Project wrap-up											2	22	\$ 3,990
Phase 4 Subtotal											3	197	\$ 38,455
Phase 5: Project Management (9/1 - 6/30)													
Client meetings and communications												60	\$ 11,200
Project management and internal meetings												80	\$ 14,500
Phase 5 Subtotal											0	140	\$ 25,700
Travel Expenses (travel to Yolo for one trip, including VG flight from LA)													\$600
Grand Total											8	676	\$124,930

*NOTES: Phase dates, the number of hours allocated to each rate, and phase subtotals are estimates. No work shall commence prior to the Effective Date of this Agreement. In no event shall the County pay more than \$124,930 including all option years, unless mutually agreed via a formal amendment executed by the Parties. See Exhibit B, Section I.

EXHIBIT E – HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (“PHI”) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR § 164.304 or breach of unsecured PHI as defined by 45 CFR § 164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§ 164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the Parties mutually agree to execute same.
- III. Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:
 1. Cha Yang, County’s Privacy Officer/Risk Manager/Safety Officer at cha.yang@yolocounty.org; and
 2. Lee Gerney, County’s Information Security Officer/Chief Technology Officer at lee.gerney@yolocounty.org; and
 3. Charles Egbert, County’s HHS Privacy Officer at charles.egbert@yolocounty.org.
- IV. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT F.1 – CONTRACTOR CONFIDENTIALITY CERTIFICATION

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that the County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.

**EXHIBIT F.2 – OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS
CONFIDENTIALITY CERTIFICATION FORM**

I hereby acknowledge, by my signature below, that:

I understand the County of Yolo via its Health and Human Services Agency (“HHS”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

I understand if I obtain access to any information, including seeing or overhearing any information about a current or former HHS client/participant, in the course of the provision of services under the Agreement between Resource Development Associates, Inc. and the County of Yolo for consultation services to finalize the Yolo County Community Health Assessment (“CHA”) and facilitate the development of the Community Health Improvement Plan (“CHIP”) (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHS office or receives (or previously received) services from HHS.

I understand my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

I understand confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

I understand I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

I understand County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to: employment records, job evaluations.

I understand it would be illegal for me to access computerized client or employee information without authorization of the County.

I understand unauthorized access or disclosure of client information, or any other confidential or proprietary information from the County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between Resource Development Associates, Inc. and the County, and may be punishable as a misdemeanor crime.

I understand this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with Resource Development Associates, Inc.

Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer

(Print) _____ Title _____

Signature _____ Date: _____