# **REQUEST FOR PROPOSAL #HSARC-249**

# **EMS Consulting Services**



By: Rick Hai, Procurement Contract Specialist Sandy Hecker, Buyer II Riverside County Purchasing & Fleet Services 2980 Washington Street Riverside, CA 92504-4647 (951) 955-4937 / (951) 955-3730 (fax)

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NIGP Code(s): 990-29

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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#### **Instructions to Bidders**

PCS/Buyer: Rick Hai, Procurement Contract Specialist

Sandy Hecker, Buyer II Email: SAHecker@co.riverside.ca.us

Visit our Website: www.purchasing.co.riverside.ca.us

I. Vendor Registration – Unless stated elsewhere in this document, vendor may participate in the bidding process. However the County does encourage all bidders to register online at www.Purchasing.co.riverside.ca.us. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.

- II. For future bidding opportunities please also register Bidder Company at: https://www.publicpurchase.com/gems/register/vendor/register. Public Purchase is a web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free.
- III. <u>Prices/Notations</u> All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- IV. Period of Firm Pricing Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- V. Method of Award The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VI. Other Terms and Conditions The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at <a href="www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a> or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to Bidder(s).
- VII. Return of Bid/Closing Date/Return to The bid response shall be delivered to Purchasing and Fleet Services, 2980 Washington Street, Riverside, CA 92504 by 1:30 Pacific Time. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany Bidder(s) response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VIII. Auditing The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- IX. <u>Disabled Veteran Business Enterprise Preference</u> The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from <u>certified</u> disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.
- X. Recycled Material Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- XI. Local Preference The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.

# IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P Please go to <a href="https://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a> to access these terms and conditions

X APPENDIX ".	A" X EXHIBIT (A-B)	PLANS/DRAWINGS	SA	MPLES
#116-110	Special Conditions/Response		116-150	Special Conditions RFP
X#116-140	Special Conditions Personal/Profess	ional Services RFP	116-130	Equipment Information Sheet
X #116-260	Local Business Qualification Affidavi	t		
X #116-210	General Conditions Materials and	d/or Services	X #116-230	General Conditions - Equipment

#### **APPENDIX A**

#### 1.0 PURPOSE/BACKGROUND

#### 1.1 Purpose:

The Riverside County Emergency Medical Services Agency (REMSA) is seeking proposals from experienced firms with expertise in EMS system design and cost modeling to analyze the current Riverside County EMS system and make recommendations for system improvements designed to optimize patient outcomes within a feasible cost model.

# 1.2 Background:

#### 1.2.1 Overview of Riverside County

Riverside County has a population of approximately 2.2 million people. It is the fourth largest county in California, representing almost 6% of California's total population. Between 2000 and 2010, it is estimated the population increased 38%, or by 594,148 people. By comparison, California's population increased only 14%. Covering over 7,200 square miles, its size is almost equal to the state of New Jersey.

## 1.2.2 Current EMS System Design

The Riverside County EMS system functions on a two tiered 9-1-1 response design of Fire Department first response and private or Fire Department ambulance response. Almost all cities and unincorporated areas of the County receive 9-1-1 EMS by Fire Department Paramedic First Response except the cities of Hemet and Calimesa, which receive Fire Department First Response at the Basic Life Support level. There are three Indian Tribal Fire Departments and three State prisons with on-site Fire Departments that provide EMS first responder services. All areas of the County receive 9-1-1 paramedic ambulance service. The County is also covered by two private air ambulance provider agencies and two public air rescue provider agencies. There are seventeen (17) public safety answering points (PSAPs) and two private emergency ambulance dispatch centers that provide dispatch services to EMS responders. The educational needs of the EMS system are currently met through seven primary EMS educational institutions including five EMT programs and two paramedic programs.

#### 1.2.3 Emergency Ambulance Service

Currently, there are ten (10) exclusive operating areas (EOAs) and two (2) non-exclusive operating areas designated for emergency ambulance service. In 2011, there were 164,200 9-1-1 EMS responses of which 118,805 patients were transported to local hospitals by the EOA providers. Eight (8) of the EOAs comprising 88% of the 9-1-1-emergency ambulance responses (144,099/164,200) and 88% of the emergency ambulance transports (104,450/118,805) are currently serviced by a single private paramedic ambulance provider under contract with the County. Four (4) EOAs are serviced by Fire Department paramedic ambulance service. The remaining two (2) non-exclusive operating areas are serviced by Fire Department paramedic ambulance service. Some of the EOAs are identified as rural and difficult to serve areas or areas with high seasonal or recreational populations.

# 1.2.4 Hospitals

Patients are transported to any of 16 acute care Hospitals that are designated as Prehospital Receiving Centers (PRCs). There are a total of six trauma centers designated in the County EMS Plan. Four trauma centers are located within Riverside County including one pediatric trauma center, and two trauma centers are located in San Bernardino County including one

level-one pediatric trauma center. There are seven Hospitals designated as ST Elevation Myocardial Infarction (STEMI) receiving centers in the County EMS Plan. Of those, four STEMI receiving centers are within Riverside County, two STEMI receiving centers in Southwestern San Bernardino County and one STEMI receiving center in Northern San Diego County. There are seven base hospitals designated by REMSA that assist the EMS Medical Director with medical control and medical accountability.

# 1.2.5 Non-Emergency Ambulance Service

Non-emergency ambulance service is provided by a number of permitted ambulance providers. Non-emergency ambulance service is not identified as a component of the EOAs in the current EMS plan. In 2011 there were an additional 77,057 non-emergency ambulance responses of which 73,976 patients were transported to and between medical facilities. They do not include transport by authorized air ambulance providers.

#### 1.2.6 System Evaluation Objective

REMSA is seeking proposals from firms experienced in evaluating and designing modern EMS systems. Proposers must be able to demonstrate expertise in the evaluation and development of large urban, suburban and rural EMS systems based upon EMS industry and evidence based standards. Recommendations for enhancement of the EMS system must be developed within a financially sustainable model based upon a thorough analysis of the economics of Riverside County. Proposers must also be able to demonstrate previous success analyzing and working with Fire based and public/private two tiered EMS systems.

# 2.0 TIMELINE

TIMELINE	DATES
2.1 RELEASE OF REQUEST FOR PROPOSAL	24 <sup>th</sup> July, 2012
2.2 NON-MANDATORY BIDDERS MEETING	14 <sup>th</sup> August, 2012
Location:	Time: 2:00 PM (Pacific Time)
County of Riverside 3900 Sherman Drive, Jenner/Sanger Room	The Bidder's meeting will also be available via teleconference.
Riverside, CA 92503	The toll free number is 1-877-973-4045.
	The Access Code is: 8425924.
2.3 DEADLINE FOR SUBMISSION OF QUESTIONS	Must be received in writing by: 16 <sup>th</sup> August, 2012
E-mail: SAHecker@co.riverside.ca.us Include RFP #HSARC-249 on all inquiries	No later than: 1:30 PM (Pacific Time)
	On or before
2.4 DEADLINE FOR PROPOSALS	5 <sup>th</sup> September, 2012
	Time: 1:30 PM (Pacific Time)
	ALL PROPOSALS MUST BE DELIVERED TO:
	County of Riverside
	Purchasing and Fleet Services 2980 Washington

Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

	Riverside, CA 92504	
2.5 <b>TENTATIVE DATE FOR AWARDING RFP</b> Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before November 8 <sup>th</sup> , 2012.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at:  www.Purchasing.co.riverside.ca.us	

2.6 Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to "<u>Section 2.0 Timeline</u>" for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP number HSARC-249, to the attention of the Procurement Contract Specialist.

#### 3.0 PERIOD OF PERFORMANCE

The period of performance shall be for approximately three (3) years with the estimated completion date of September 30, 2015, with no obligation by the County of Riverside to purchase any specified amount of services

## 4.0 **DEFINITIONS**

Wherever these words occur in this RFP, they shall have the following meaning:

- 4.1 "Addendum" refers to an amendment or modification to the RFP (Request for Proposals).
- 4.2 "Bid" refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 4.3 "Bidder" refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 4.4 "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- 4.5 "Contractor" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor, and Bidder are used interchangeably.
- 4.6 "County" refers to the County of Riverside and its Department of Public Health (DOPH). For purposes of this RFP, DOPH and County are used interchangeably.
- 4.7 "HIPAA" refers to the Health Insurance Portability Accountability Act.
- 4.8 "RFP" refers to Request for Proposal.
- 4.9 "REMSA" refers to Riverside Emergency Medical Services Agency, the Riverside County regulatory agency for all pre-hospital patient care service and state authorized programs such as Trauma.
- 4.10 "EMS" refers to Emergency Medical Services.
- 4.11 "PSAPs" refers to Public Safety Answering Points.

- 4.12 "EMT" refers to Emergency Medical Technician.
- 4.13 "EOAs" refers to Exclusive Operating Areas.
- 4.14 "PRCs" refers to Prehospital Receiving Centers.
- 4.15 "STEMI" refers to ST Elevation Myocardial Infarction
- 4.16 "IFTs" refers to Interfacility Transports.
- 4.17 "CCTs" refers to Critical Care Transports.

#### 5.0 EVAULATION CRITERIA AND PROCESS

- 5.1 Proposals may be evaluated based on the criteria listed below, to include but not limited to:
  - 1. Overall responsiveness and general understanding of the RFP requirements,
  - 2. Bidder's experience and ability.
  - 3. Overall cost to the County.
  - 4. References with demonstrated success with similar work to the Scope of Service.
  - 5. Technical capability and project methodology.
  - 6. Financial status.
  - 7. Clarification, Exceptions or Deviations.
  - 8. Credential/Resumes/Licenses/Certifications.
  - 9. Samples submitted
- 5.2 All proposals will be given thorough review. All contacts during the review selection phase will only be conducted through the Riverside County Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor.
- 5.3 All evaluation material will be considered <u>confidential</u> and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

## 6.0 GENERAL PROPOSAL SUBMITTAL

- **6.1** All proposals must be submitted in accordance with the standards and specifications contained within this RFP.
- **6.2** The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 6.3 The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 6.4 Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- **6.5** Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or

modified after the date and time designated for receipt.

- **6.6** Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- **6.7** Faxed or emailed proposals will not be accepted.
- **6.8** All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal."
- **6.9** One (1) original and seven (7) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- **6.10** Contractors may be asked to submit one (1) (Microsoft Word or PDF document formatted on a virus free CD) for the original binder.
- **6.11** Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with Tabs A K, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- **6.12** Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- **6.13** The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- **6.14** All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

#### 7.0 REQUIRED FORMAT OF PROPOSALS

# Any Bidder who wishes to have this RFP in electronic format may send an email request to: SAHecker@co.riverside.ca.us

Please provide Tabs A - K in Bidder(s) proposal

# Tab A Proposal Checklist

#### Instructions:

- 1. This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- 2. Follow the instructions in each section of the RFP.
- 3. Present all requested items in the tabs ordered A through K as shown
- 4. Label each item presented and include additional items on Bidder(s) Table of Contents
- 5. All proposals must include a detailed description of each proposed service to be provided
- 6. Bidders that do not follow "Section 7.0 Required Format of Proposals", may be found to be "non-responsive" and disqualified from the bid process

Name of Organization: \_ **Service: EMS Consulting Services Proposal Submission Checklist General Bidder Information** Please provide one copy of the following items in Bidder(s) proposal. ☐ Tab A – Proposal Checklist (this page) ☐ Tab B – Proposal Cover Page (signed by Authorized Signatory) │ │ Tab C – Table of Contents ☐ Tab D – Company/Agency Profile ☐ Name Tab E – Acknowledgements E-1 Clarifications, Exceptions, or Deviations E-2 Evidence of Insurability/Business License ☐ E-3 Transition ☐ Tab F – Scope of Services Tab G – Deliverables ☐ Tab H – References **Financials** Please provide Items I and J in a clearly marked, sealed envelope. These items should only be included in the Original Proposal. ☐ Tab I – Cost Proposal & Budget Narrative ☐ I-1 Unit of Service Cost ☐ I-2 Budget Narrative ☐ Tab J – Financial Statement Tab K – Bidder Attachment. Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab K. When pasting attachments to

#### Tab B Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

Tab K, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding

"Attachment Number" into the Bidder's Response box, see Tab K for examples.

#### BIDDER TO COMPLETE ALL APPLICABLE AREAS.

At some point during the bidding process, bidders should register (If not already registered) on the County of Riverside Purchasing website:

# WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of the Department of Public Health Riverside Emergency Medical Services Agency (REMSA) is soliciting proposals from qualified firms to provide:

EMS Consulting Services

There will be a (non-mandatory) bidder's meeting on:

**Date:** 14th August, 2012 **Time:** 2:00 PM (Pacific Time)

#### Location:

3900 Sherman Drive, Jenner/Sanger Room Riverside, CA 92503

BID CLOSING DATE: 5<sup>th</sup> September, 2012 no later than 1:30 PM (Pacific Time) FAXED OR EMAILED PROPOSALS WILL **NOT** BE ACCEPTED

#### PROPOSALS MUST BE DELIVERED TO:

2980 Washington St.; Riverside, CA 92504

After close of this RFP, the award may be announced within 60- 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

Execution hereof is certification that the undersigned has read and understands the terms and conditions" hereof, and that the undersigned's principal is fully bound and committed." Company Name: Mailing Address: State: City: Zip: Remit to Address: City: State: Zip: FAX# ( Phone # ( Contractor Website: Title: Name: Signature: Date: Please Check 🔲 Disabled Veteran or 🔲 Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County. Form 116-260 must be completed and submitted with the Bidder's proposal

Form 116-105 Rev Date 02/29/12

#### Tab C Table of Contents

This section shall include a comprehensive table of contents that identifies material by Tabs A - K (in the order listed above) and by sequential page numbers.

**BIDDER'S RESPONSE:** 

#### Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

**BIDDER'S RESPONSE:** 

2. Proof of non-profit status, if applicable

**BIDDER'S RESPONSE:** 

- 3. Company overview of services or activities performed, including:
  - a) The history of the bidder's firm
  - b) The number of years in business under the present business name, as well as prior business names
  - c) Number of years experience providing the proposed, equivalent or related services
  - d) Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
  - e) Company size number of staff
  - f) Location of the office from which the work under this contract will be provided and the staff allocation at that office

# BIDDER'S RESPONSE:

- a)
- b)
- c)
- d)
- e)
- f)

Purchasing and Fleet Services

4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:** 

5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:** 

6. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:** 

7. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.

**BIDDER'S RESPONSE:** 

- 8. Include the policy and procedures for the following:
  - a) Provide the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers.
  - b) Any additional staff training

**BIDDER'S RESPONSE:** 

#### 9. Credentials/Resumes/Certifications/Licenses

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the RFP project;
- Letters of reference if available:
- Any other information, which will assist in evaluating qualifications.

**BIDDER'S RESPONSE:** 

#### Tab E Acknowledgements

#### E-1 Clarifications, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If Bidder(s) firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Subcontractors
- Reporting Requirements
- Confidentiality

Do Bidder(s) have any other exceptions/deviations? If so, please provide an explanation:

#### E-2 Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

#### E-3 Transition

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services to all Clients in all geographic areas currently served in Riverside County until notified otherwise; and
- Assist (Riverside Emergency Medical Services Agency) in the orderly transition and transfer of Clients and data to (Riverside Emergency Medical Services Agency) and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and database information deemed necessary by (department name) for use in subsequent contracting activities without additional cost to (department name) or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with (Riverside Emergency Medical Services Agency) during a transition close-out period to ensure orderly and seamless delivery of services to (Bruce Barton).

1	CERTIFICATIONS , a duly authorized agent of
Printed Name of Agent/Officer	Name of Organization
hereby certify thatName of Organization	by submission of this proposal in response to the
Professional Services RFP, agree upon contract aw	ard to carry out the requirements specified and obligations set forth therein.
Signature	Date
Title of Agent/Officer	

#### Tab F Scope of Services

This RFP has a space provided under each question the County has of the Bidder. Bidder may request an electronic copy of this RFP by contacting Rick Hai by email at rhai@co.riverside.ca.us

This is a written response to the full Scope of Services. Bidders must address all points in this section. All questions are in italicized font.

#### F1. Scope of Services:

The Riverside County EMS Agency (REMSA) is looking for an expert and experienced EMS consulting service with strong process management, statistical analysis, and general administrative and facilitation skills to provide the following services in two project phases:

Purchasing and Fleet Services

F1.1 REMSA is seeking proposals from firms experienced in evaluating and designing modern EMS systems. Proposers must be able to demonstrate expertise in the evaluation and development of large urban, suburban and rural EMS systems based upon EMS industry and evidence based standards. Recommendations for enhancement of the EMS system must be developed within a financially sustainable model based upon a thorough analysis of the economics of Riverside County. Proposers must also be able to demonstrate previous success analyzing and working with Fire based and public/private two tiered EMS systems.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

## F2. Phase One Project Goals/Objectives:

F2.1 Evaluate the Riverside County EMS system and develop recommendations for system improvements to optimize patient outcomes within a feasible and stable cost/funding model.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F2.2 Evaluate and understand the economics of Riverside County as it relates to the cost and funding of the EMS system.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F2.3 Develop an EMS Transportation Plan that optimizes patient outcomes within a feasible and stable cost/funding model.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F2.4 Develop a comprehensive Scope of Work (SOW) that can be used for the County ambulance service contract.

F2.5 Engage EMS stakeholders including but not limited to; cities, EMS provider agencies, tribes, hospitals, education and training institutions, skilled nursing facilities, law enforcement, mental health, emergency medical care committee, field personnel, special districts and community service areas in the evaluation process and the development of recommendations for system improvements.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F2.6 Assist the EMS Agency to present all project deliverables to the Board of Supervisors by March 4, 2014.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

# F3 Phase One Project Services to be completed by December 10, 2013:

F3.1 System Analysis and Recommendations for Improvement – perform a comprehensive review of the Riverside County EMS system that includes evaluation, analysis and benchmarking compared to optimal EMS industry practices and standards. Provide recommendations for improvement. Specific phase one components of the EMS system review shall include but not be limited to:

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

#### F3.1.1 Public Access;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.1.2 EMS Communications and dispatching processes and technology including the need for common communications and feasibility of a unified Fire/EMS dispatch center;

Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

F3.1.3 EMS First Response including the feasibility of Advanced Emergency Medical Technician (AEMT) programs as it relates to Fire based EMS;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

## F3.1.4 EMS transportation and ambulance exclusive/non-exclusive operating areas;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

# F3.1.5 Advanced Life Support Programs both first responder and transport;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

# F3.1.6 Continuous Quality Improvement and Medical Accountability;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

# F3.1.7 Data collection, reporting, hardware, software and funding;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

#### F3.1.8 Operational integration and cooperative relationships of system participants;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

#### F3.1.9 Medical equipment and supplies;

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

#### F3.1.10 EMS Education and training;

F3.1.11 Patient Satisfaction and Stakeholder Customer Service.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.1.12 EMS performance measures including methodology for critical time intervals (i.e. dispatch processing times, response times) within a two tier ALS system (Fire and Transport).

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.2 Perform a comprehensive economic review of Riverside County related to current EMS system costs and funding with comparison and contrast to other EMS systems of similar economic base

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.3 Develop and prioritize EMS system improvement recommendations based upon the results of the evaluations.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.4 Generate feasible and stable financial model options to support EMS system improvements and opportunities to optimize the cost effectiveness of the EMS system.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.5 Develop a new EMS transportation plan inclusive of:

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.5.1 Recommend ambulance EOAs based upon maximizing operational efficiency and delivery of EMS patients to definitive care.

F3.5.2 Compare and contrast existing and recommended EOA design with other comparable medical transportation delivery systems.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.5.3 Evaluate and recommend zone based response time models.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.5.4 Analyze and develop models for exclusivity for: 1) 9-1-1 calls only and/or 2) 9-1-1 and Interfacility Transports (IFTs), including Critical Care Transports (CCTs).

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.5.5 Financial data modeling of current and expected revenue potentials for recommended EOAs. Financial modeling should include anticipated funding sources and revenue projections based upon the Riverside County payer mix.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.6 Develop a scope of work that can be utilized as the basis for the County ambulance service contract pursuant to the EMS transportation plan.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F3.6.1 Evaluate and recommend the inclusion of first responder support agreements and public/private partnership agreements as system enhancements.

#### F4 Phase Two Project Goals/Objectives:

F4.1 Build upon phase one findings and develop recommendations for on-going EMS system improvements to optimize patient outcomes within feasible and stable cost model.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F4.2 Develop a 10 year EMS System Strategic Improvement Plan for implementation of integrated EMS system improvements.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F4.3 Engage EMS stakeholders in the evaluation process and the development of the EMS System Strategic Plan.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F4.4 Assist the EMS Agency to present all project deliverables to the Board of Supervisors by July 1, 2015.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

## F5 Phase Two Project Services to be completed by July 1, 2015:

F5.1 Additional System Analysis – building upon the results of the phase one evaluation, continue review of the EMS system that includes evaluation, analysis, and benchmarking compared to optimal EMS industry practices/standards and emerging opportunities for community based medical services. Specific phase two components of the EMS system review shall include but not be limited to:

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

#### F5.1.1 Disaster Medical Response;

Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

## F5.1.2 Injury and illness prevention;

**DER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

# F5.1.3 Community education and involvement;

**DER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

## F5.1.4 Opportunities for clinical research initiatives;

**DER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

# F5.1.5 Opportunities for Community Paramedicine Programs.

**DER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

# F5.1.6 The need for specialty care centers (Trauma, STEMI and Stroke) based upon current and projected County growth and demographics.

**DER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F5.1.7 EMS education and training include opportunities for collaborative education and training including the feasibility of regional EMS continuing education programs at the Ben Clark Public Safety Training Center.

**DER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F5.2 Postulate the impact of healthcare reform on EMS system funding and recommend strategies that will best prepare Riverside County for the projected impacts and opportunities.

# F6 Phases One and Phase Two Project/Total Project Management Responsibilities include but are not limited to the following:

F6.1 Conduct planning sessions with County staff and develop a detailed draft project plan that includes but is not limited to: project tasks, deliverables, timelines, milestones and resource assignments.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.2 Organize initial meetings to review and formalize: the project management organization, team, group and/or committee make up and participation, the project plan, protocols, lines of communication, and confirm project expectations and goals.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.3 Perform, coordinate and manage all project tasks and activities so that the project deliverables are provided to the EMS Agency for Phase One by December 10, 2013 and for Phase Two by July 1, 2015.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.4 Communicate project status to the EMS Agency during the entire course of the project including immediate updates on issues and action items that may impact project milestones or otherwise place the project at risk.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.5 Obtain approval in writing from the EMS Agency for changes to the project plan which impacts the schedule or deliverables.

Plan and manage the activities of assigned individuals and teams including setting task priorities, activities, meeting plans, action items, coordination of resources, promulgate documents and presentations through a variety of media.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.7 Conduct group and individual meetings to procure stakeholder input and feedback, present and discuss evaluation results, discuss system improvement recommendations, and discuss project related activities, issues, surveys, changes, communications and updates.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.8 Prepare and review status reports of project and budget with EMS Agency staff.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.9 Identify risks to project success proactively; document and communicate with assigned EMS Agency personnel; resolve issues and escalate any unresolved issues as appropriate.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.10 Establish good relationships with stakeholders and staff throughout the project to optimize buyin to project goals, findings and deliverables.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.11 Develop a communication protocol and effectively communicate with stakeholders and staff during all phases of the project.

Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

Purchasing and Fleet Services

F6.12 Provide project update presentations to Department of Public Health Administration, the Executive Office, County Counsel and the Board of Supervisors as requested by the EMS Agency.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.13 Provide technical and analytical support to the project workgroups, committees, teams and staff.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

F6.14 Work with EMS Agency to identify any equipment or facility needs for project meetings.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

### Tab G DELIVERABLES

# G1 Project Deliverables for Phase One - the Contractor shall provide the following project deliverables by December 10, 2013:

G1.1 Within 4 weeks of the contract's start date, provide a detailed project plan that is of sufficient quality to present to the EMS Agency, Department of Public Health (DOPH) Administration and the project steering committee (select stakeholder representatives and County staff).

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G1.2 Organize and chair regular meetings with the EMS Agency, DOPH and Executive Office with an understanding that meetings may be more or less often based on project needs.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G1.3 Organize and moderate meetings with the steering committee and stakeholder group(s) with an understanding that meetings may be more or less often based on project needs.

Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

G1.4 Update the project plan regularly and distribute the updates to the EMS Agency and the steering committee.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G1.5 Update and submit the project plan and status report to the EMS Agency and steering committee at least two business days in advance of the steering committee meetings.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G1.6 Complete the EMS system evaluation and generate a detailed report of findings for the EMS Agency by December 10, 2013.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G1.7 Complete an EMS system recommendations document with prioritized system enhancements and financial impact models for the EMS Agency by December 10, 2013.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G1.8 Complete an EMS Transportation Plan for the EMS Agency by December 10, 2013.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G1.9 Complete a detailed Scope of Work (SOW) that can be utilized by the EMS Agency for the County ambulance service contract by December 10, 2013.

# G2 Project Deliverables for Phase Two - the contractor shall provide the following deliverables:

G2.1 Establish a schedule, organize and chair regular meetings with the EMS Agency with an understanding that meetings may be more or less often based on project needs.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G2.2 Establish a schedule, organize and moderate meetings with the steering committee and stakeholder group(s) with an understanding that meetings may be more or less often based on project needs.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G2.3 Establish and update the project plan regularly and distribute the updates to the EMS Agency and the steering committee.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G2.4 Update and submit the project plan and status report to the EMS Agency and steering committee at least two business days in advance of the steering committee meetings.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G2.5 Complete phase two the EMS system evaluation and generate a detailed report of findings for the EMS Agency by July 1, 2015.

**BIDDER'S RESPONSE:** In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

G2.6 Complete phase two EMS system recommendations document with prioritized system enhancements and financial impact models for the EMS Agency.

Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

Complete a 10 year EMS System Strategic Plan for the EMS Agency designed to continuously improve the EMS system and optimize patient outcomes within a feasible cost model by July 1, 2015.

BIDDER'S RESPONSE: In this area, acknowledge Bidder(s) have read and understand the statement above and provide detail response to the requirement.

#### References Tab H

All bidder(s) must include present and past performance information with a minimum of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or other County of Riverside agencies. Please verify that all reference information is correct.

Describe a minimum of three (3) references of recent similar projects that the County is requesting for in this

These referenced projects must show the qualifications of the bidder's team capabilities to complete the ty's project.
BIDDER'S RESPONSE: Reference 1 Company name:
Address:
Contact person:
Email address:
Telephone Number:
Project name:
Dates worked performed:
Summary of scope of services:
Project cost:
Reference 2 Company name:
Address:
Contact person:
Email address:
Telephone Number:
Project name:
Dates worked performed:
Summary of scope of services:
Project cost:
Reference 3 Company name:
Address:

County of Riverside Request for Proposal #HSARC-249
Purchasing and Fleet Services Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

Contact person:

Email address:

Telephone Number:

Project name:

Dates worked performed:

Summary of scope of services:

Project cost:

1. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.

**BIDDER'S RESPONSE:** 

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

**BIDDER'S RESPONSE:** 

# Please provide one copy of Items I and J in a clearly marked, sealed envelope.

# Tab I Cost Proposal & Budget Narrative

Bidder shall label a page Tab I and provide the following:

In this section, please complete and include the Cost Proposal Sheet and <u>place in a sealed envelope, and include only in the Original Proposal (Not in the copies).</u> Cost Proposals will be opened after the evaluation of the proposals has been completed. The County reserves the right to negotiate final fees with the selected Contractor(s).

Proposals must fully describe all costs of charges to County as part of this project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive of all the bidder's project-related or supported expenses, including travel expenses for this project. Bidders may also include any other documents as information to further explain the proposed costs.

#### I-1 UNIT OF SERVICE COST

Labor Category (list other title required to complete the project)	Blended Hourly Rate	Required Hours to Complete Phase 1 Sections F2, F3, and F6	Required Hours to Complete Phase 2 Sections F4, F5, and F6	Required Hours to Complete "Deliverables" G1 for Phase 1	Required Hours to Complete "Deliverables" G2 for Phase 2	Total hours required to Complete the Project
Project Manager	\$					
Deputy Project Manager	\$					
Senior Specialist	\$					
Subject Matter Expert Editor	\$					
Junior Planner	\$					
Support	\$					
	\$					
	\$					
	\$					
Total	\$	\$	\$	\$	\$	\$

Unit of Service prices are all inclusive, including all expenses and other costs necessary to complete the work specified. Bidder is required to sign each cost proposal. Failure to do so could result in a non-responsive bid.

	<u>CERTIFICATIONS</u>
l,	, a duly authorized agent of
Printed Name of Agent/Officer	Name of Organization
hereby certify that	by submission of this proposal in response to the
Name of Organ	nization
Professional Services RFP, agree upon co	ontract award to carry out the requirements specified and obligations set forth therein.
Signature	Date
Title of Agent/Officer	
Form 116-105 Rev Date 02/29/12	

#### Tab J Financial Statement

Bidder shall label a page Tab J and provide the following:

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Tab J Confidential" if Bidder(s) agency requires this to be kept confidential. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")

# Company Name Balance Sheet

Current ratio [A/B]	
Quick ratio [(A-C)/B]	
Cash ratio [D/B]	

#### Stated in 000s

Current assets		
Cash and cash equivalents [D]		_
Short-term investments		-
Accounts receivable [I]		_
Inventories [C]		-
Deferred income taxes		-
Prepaid expenses and other current assets		-
Total current assets [A]	_	_

#### **Fixed assets**

**ASSETS** 

Property, plant and equipment at cost		-
Less accumulated depreciation		_
Total fixed assets	_	_

#### Other assets

Long-term cash investments		-
Equity investments		-
Deferred income taxes		_
Other assets		_
Total other assets	-	_
Total assets [E]	-	-

# For the Period Ending [End Date]

Working capital [A-B]	
Debt-to-equity ratio [(G+ H)/ F]	-
Debt ratio [(G+H)/E]	-

## LI ABI LI TI ES & OWNERS' EQUI TY

% <b>O</b> T
ASSETS

Current liabilities	
Loans payable and current portion long-term debt [H]	-
Accounts payable and accrued expenses	-
Income taxes payable	-
Accrued retirement and profit-sharing contributions	_

# Total current liabilities [B]

#### Other liabilities

% of

**ASSETS** 

Long-term debt [G]	_
Accrued retirement costs	-
Deferred income taxes	-
Deferred credits and other liabilities	_

Total other liabilities	_	_
Total liabilities	_	_
Total owners' equity [F]	_	_
Total liabilities + owners' equity	_	_

Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

# Tab K Bidder Attachment(s)

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab K. When pasting attachments to Tab K, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as shown below:

#### Below is an example:

## Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

Business name and legal business status (i.e. partnership, corporation, etc.)

#### **BIDDER'S RESPONSE:**

"Attachment 1"

10. Proof of non-profit status, if applicable

#### **BIDDER'S RESPONSE:**

"Attachment 2"

## 8.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at <a href="https://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a>. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at <a href="https://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a>.

## 9.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

#### 10.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

#### 11.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/Qualifications which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language

If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Business Associate Addendum. If the HIPAA Associate Addendum is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

# 12.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

# \* Note:

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

# EXHIBIT A SAMPLE AGREEMENT

# **PROFESSIONAL or PERSONAL SERVICE AGREEMENT**

for

# (INSERT NAME OF PROGRAM)

between

# **COUNTY OF RIVERSIDE**

and

# (INSERT COMPANY NAME)



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Closing Date: 09/05/12 on or before 1:30 P.M. Pacific Time

This Agreement, made and entered into this \_\_\_\_day of \_\_\_\_\_, 2012, by and between (INSERT COMPANY NAME), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

#### 1. Description of Services

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, Payment Provisions, consisting of (INSERT # OF PAGES) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of (INSERT # OF PAGES) pages.
- 1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms 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** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

# 2. <u>Period of Performance</u>

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through (INSERT DATE), with the option to renew for (INSERT # OF RENEWALS YEARS), each year is renewable in one year increments by written amendment, and contingent on funding, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

#### 3. Compensation

- 3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually 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 specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
- 3.2 No price increases will be permitted during the first year of this Agreement 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 satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. 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 (Insert type of item or service) 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 fifteen (15) days from the last day of each calendar month, 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:

#### (INSERT DEPARTMENT NAME AND ADDRESS)

- 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 (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.
- 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. 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 and have no further force and effect

#### 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, make alterations to 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 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, he 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**. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- **5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
  - **5.3** After receipt of the notice of termination, CONTRACTOR shall:
    - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
    - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.
- **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.

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

#### 6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

## 7. Conduct of Contractor

- 7.1 The CONTRACTOR covenants that it 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 conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants 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. <u>Inspection of Service; Quality Control/Assurance</u>

- 8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

# 9. <u>Independent Contractor</u>

The 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 is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

#### 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

- 11.1 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. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

#### 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 warrants 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

CONTRACTOR shall not be 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 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information 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; 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
- 16.2 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 paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### 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
(INSERT DEPARTMENT NAME)
(INSERT ADDRESS)

CONTRACTOR
(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

# 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. 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 <a href="https://www.edd.ca.gov">www.edd.ca.gov</a>.

# 21. <u>Hold Harmless/Indemnification</u>

- 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 Indemnitees) 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 Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.
- 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'S indemnification to Indemnitees as set forth herein.
- **21.2** 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.
- 21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- **21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.
- 21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as

CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

#### 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.
- 22.2 <u>Workers' Compensation</u>: 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.
- 22.3 <u>Commercial General Liability:</u> 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.
- **22.4** <u>Vehicle Liability</u>: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- 22.5 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.

#### **22.6** 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) The 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 Country'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 to do so on its behalf 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; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- **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 Form 116-105 Rev Date 02/29/12

CONTRACTOR warrants 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. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 The 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. 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.

COUNTY: (INSERT DEPARTMENT NAME) (INSERT ADDRESS)	CONTRACTOR: (INSERT CONTRACTOR NAME) (INSERT ADDRESS)
Signature:	Signature:
Print Name: (YOUR NAME HERE)	Print Name: (CONTRACTOR NAME HERE)
Title: (INSERT TITLE)	Title: (INSERT TITLE)
Dated:	Dated:

Insert Exhibit A-Scope of Service & Exhibit B- Payment Provisions

#### **EXHIBIT B**

#### Attachment I

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and

(CONTRACTOR).

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and (Insert Contractor Name) ("Contractor") as of the date of approval by both parties (the "Effective Date").

#### RECITALS

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

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any 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, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

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

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

- 1. <u>Definitions</u>. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
- 2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
  - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
    - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
    - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
    - (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.

- (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
  - (a) The disclosure is required by law; or
  - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
    - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
    - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) Aggregate the PHI and/or ePHI aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
- (5) De-identify any and 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. Contractor agrees that it will neither use nor disclose 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, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the 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. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and 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 that it will 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.

- Purchasing and Fleet Services
  - 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 of disclosure of PHI and/or ePHI.
  - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
  - E. County will 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 the Underlying Agreement.
- 4. <u>Obligations of Contractor</u>. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Gontractor agrees to:
  - A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - C. To the extent practicable, mitigate 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.
  - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
  - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
  - F. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
  - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
  - 5. Access to PHI, Amendment, and Disclosure Accounting. Contractor agrees to:
    - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
    - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
    - C. To assist the County in meeting its disclosure accounting under HIPAA:
      - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
- 6. <u>Access to ePHI, Amendment and Disclosure Accounting</u>. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
  - A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
  - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
  - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

#### 7. Term and Termination.

- A. Term this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.

- C. Effect of Termination upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
- D. Destruction not Feasible 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 which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/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.

#### **12.1.1** 8. <u>Hold Harmless/Indemnification</u>

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

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

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.

# 9. <u>General Provisions</u>.

- A. 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 the Privacy Rule and HIPAA generally.
- B. Survival the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:

CONTRACTOR	COUNTY OF RIVERSIDE
By:	By:
Date:	Date <sup>.</sup>

#### **EXHIBIT C**

# LOCAL PREFERENCE Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If Bidder(s) qualify for this preference, please submit this form along with Bidder(s) response to this RFP/Q.

#### **DEFINITION OF LOCAL BUSINESS**

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

- 1. A copy of their current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
- 2. A current business license if required for the political jurisdiction the business is located.
- 3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business name:	
Physical address:	
Phone: FAX: E-I	Mail:
Length of time at this location:Number of C If less than 6 month, list previous Riverside County location:	ompany Employees at this address:
Business License # (where applicable): Jurisc	liction
Hours of Operation:	
Primary function of this location (i.e., sales, distribution	n, production, corporate, etc):
Signature of Company Official	Date
Submittal of false data will result in disqualification of	local preference and/or doing business with Riverside County.