

## REQUEST FOR PROPOSAL # MCARC055

### Collection Services for Riverside County Regional Medical Center



By:  
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### INSTRUCTIONS TO BIDDERS

Buyer: Walter Mack Email: [wmack@co.riverside.ca.us](mailto:wmack@co.riverside.ca.us)

Visit our Website: [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us)

Telephone: (951) 955-4937

- I. Prices/Notations - 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.
- II. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- III. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the 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.
- IV. 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.
- 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. 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 p.m. 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 your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VII. 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.
- VIII. 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

Or

- IX. Disabled Veteran Business Enterprise Preference - 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 certified 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.

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**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P**  
Please go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) to access these terms and conditions

- |  |   |   |                                  |
|--|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBIT           | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110                | Special Conditions/Response                           | <input type="checkbox"/> 116-150        | Special Conditions RFP           |
| <input type="checkbox"/> #116-140                | Special Conditions Personal/Professional Services RFP | <input type="checkbox"/> 116-130        | Equipment Information Sheet      |
| <input checked="" type="checkbox"/> #116-260     | Local Business Qualification Affidavit                |   |                                  |

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

- |  |  |                                   |  |
|--|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200            | General Conditions                                 | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230            | General Conditions - Equipment                     | <input type="checkbox"/> #116-220 | General Conditions - Public Works            |
| <input checked="" type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service |                                   |  |

### Proposal Cover Page

#### BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are encouraged to register (If not already registered) on the County of Riverside's website:

[WWW.PURCHASING.CO.RIVERSIDE.CA.US](http://WWW.PURCHASING.CO.RIVERSIDE.CA.US)

The County of Riverside (County) is soliciting proposals from qualified firms to provide Collection Services as detailed in Appendix A.

BID CLOSING DATE: October 1, 2007 no later than 1:30 pm.

**NO FAXED PROPOSALS WILL BE ACCEPTED**  
**After close of this RFP, the award will be announced within 30- 120 days.**

"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

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City State: Zip:

Phone # ( )

FAX # ( )

Vendor Website:

Name

Title

Signature \_\_\_\_\_ Email: \_\_\_\_\_  
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.

## APPENDIX A

### 1.0 PURPOSE/BACKGROUND

The purpose of this Request for Proposal (RFP) is to solicit bids for Collection Services from qualified companies within the Southern California Region.

The County owns and operates Riverside County Regional Medical Center and is seeking assistance from a Contractor that has experience with collection of delinquent self-pay accounts.

### 2.0 DEFINITIONS

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

- A. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- B. "Bid" shall mean 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.
- C. "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- D. "Contractor" shall mean 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 and Vendor are used interchangeably.
- E. "MQs" shall mean minimum qualifications.
- F. "COUNTY" shall mean the County of Riverside and its Riverside County Regional Medical Center. For purposes of this RFP, (RCRMC) and County are used interchangeably.
- G. "RFP" shall mean Request for Proposal.

### 3.0 SCOPE OF SERVICE

#### 3.1) Interface:

Bidder must have the ability through a secured file transfer methodology to transmit/receive reports, transfer of electronic account files (Bi-Directional) and other patient related data regarding this contract electronically, in addition to hard copy.

#### 3.2) Regular Collection Service

Bidder shall provide the following services with regard to the accounts referred to Contractor by County:

- a. Receive electronic accounts through a secured file transfer methodology compatible with RCRMC I/T standards. (See 2.3 for details)
- b. Load monthly assignments into a predictive dialing unit and evenly distribute the inventory throughout Contractor's collection unit.
- c. Send the initial collection letter to the debtor no later than five (5) days after receipt by Contractor of County accounts. **Letter to contain RCRMC patient account number.**
- d. Begin collection telephone calls to debtor no later than ten (10) days after mailing of initial collection letter;
- e. Recall debtor within no less than five (5) minutes and no longer than thirty (30) minutes following all busy telephone calls;
- f. Utilizing the predictive dialing unit, recall debtor within ten (10) days following all no-answer telephone calls;
- g. Send second collection letter within 30 days after initial collection letter and send additional collection letters as appropriate for each account.
- h. **Bidder must comply with all requirements of State Law AB774. This includes but not limited to no charging of interest.**
- i. Bidder needs to be capable of receiving RCRMC's current Bad/Debt assignment listings.
- j. Bidder must be capable of creating C.A.'s assignment codes in batch file, 80 column records to revise agency number, month of assignment and bad/debt financial class.
- k. Batch file processing must be transmitted back to RCRMC in a secured file transfer protocol required by HIPPA security regulations.
- l. Bidder must be capable and agreeable to change assignment methodology, based on RCRMC future acquisition(s) of a new HIS, impacting patient accounting (i.e Collection processing) and/or change to current Siemens Bad/Debt processing.
- m. Bidder must be able to accept/return account data through a secured file transfer protocol utilizing the Hospital FTP sever.
- n. Assess, in the normal course of activity, the debtor's ability to pay which results in one of the following:
  1. Payment of the account in three installments:
  2. Firm commitment by debtor to negotiated payment schedule which is fair and appropriate under the circumstances; or; **Determination that the debtor is indigent, account is coded with indigent status, collection efforts cease, and account is returned to County for write-off.**
  3. Bidder shall use its best efforts and use all legal and ethical means to collect and resolve accounts referred to Contractor without regard to race, creed, sex or geographical location of debtor. Contractor may not under any circumstances use any threats, intimidation or harassment of patients in the collection of accounts. Contractor will utilize diligent collection procedures to achieve a maximum recovery on assigned accounts.

### **3.3) Cancellation/Recall of Accounts**

County reserves the right to cancel or recall any account at any time and Contractor shall immediately return such account(s) to County. Contractor shall be entitled to its fee on any payments received by County as a direct result of Contractor's efforts through the date of cancellation or recall. A ten (10) day waiting period from date assigned for collections.

This right of recall shall apply to any volume (large or small) of accounts, which the County in its sole discretion may decide to recall from Contractor.

Bidder shall identify all accounts returned to County with one of the following codes: (1) indigent/charity, (2) bad debt: (3) Medicare bad debt.

Electronic data files, through a secured file transfer methodology, are the acceptable medium for Contractor large volume recalls.

### **3.4) Legal Action on Accounts**

Full compliance with AB774. Advance written approval shall be required from County prior to the filing of a lawsuit or other legal proceeding by Contractor related to an account referred pursuant to the awarded Agreement. All costs and fees associated with lawsuits or other legal proceedings shall be included in the fees to be paid to Contractor as stated in this agreement; and Contractor shall not be paid any additional compensation by County related to work on such lawsuits or other legal proceedings.

Bidder shall not, without prior written or verbal consent from County, compromise or settle any account for less than 80% of the total assigned patient charges for such account. Prior to settlement of an account for less than 80% of the total assigned patient charges, Contractor shall notify **RCRMC Patient Accounts Manager (or his/her designee)** to mutually ascertain an acceptable settlement amount.

### **3.5) Receipt of Funds by Contractor and Remittance to County**

Bidder shall deposit all collections made by Contractor for County accounts immediately into a trust account maintained by Contractor. Contractor ensures County that it has sufficient quality control measures in place to protect the posting and reconciliation of all County funds collected by Contractor and placed into such trust account. Contractor is authorized to endorse checks written in favor of County for deposit into the trust account.

Bidder shall remit to County by the 15<sup>th</sup> of each month all net dollars collected by Contractor during the prior calendar month. The remittance advice shall contain the following information for each account for which money is remitted: patient name; patient bill number; gross amount of money received by Contractor and remitted to County; remaining balance due on account **and Contractors percentage**.

If a check is returned unpaid by the bank for an account for which funds have already been remitted to County, then this shall be reported on a remittance advice as a minus payment and a corresponding deduction shall be indicated on the Contractor's fee invoice.

County will report to Contractor within five (5) working days any direct payments received by County for accounts, which have been referred to Contractor.

### **3.6) Reporting**

Acknowledgement reports, monthly status reports, placement analysis and closed account reports will be provide by Contractor to County by the 15<sup>th</sup> of each month along with the remittance advice. Contractor shall provide additional reports at County's request.

### **3.7) Skip Trace Efforts**

All demands and skip tracing techniques are to be in accordance with industry guidelines and in full compliance with both State and federal laws and regulations.

Bidder must meet full compliance of AB774 as it pertains to reporting accounts to credit bureau. Contactor shall utilize cross-reference directories and telephone directories for the State of California. This may include but not limited to; Polk, Haines directors, Fastdata, MetroNet, Metro-Mail, and other methods, which have proven effective.

Bidder shall furnish to County information concerning accounts placed with the Credit Bureau and any other credit bureau upon request by County.

**3.8 Toll-Free Number**

Bidder shall provide a toll-free number for patients and clients. This number will appear on all correspondence related to services provided pursuant to this agreement.

**4.0 WORK PRODUCT**

4.1 All work papers prepared in connection with the contractual services will remain the property of the successful bidder.

4.2 All reports rendered to the County are the exclusive property of the County and subject to its use and control.

<b>5.0 TIMELINE</b>	<b>DATES:</b>
1. RELEASE OF REQUEST FOR PROPOSAL	<b>August 29, 2007</b>
2. DEADLINE FOR SUBMISSION OF QUESTIONS Email: <a href="mailto:wmack@co.riverside.ca.us">wmack@co.riverside.ca.us</a>	<b>Must be in the form of an Email by 1:30 PM on: 9/10/2007</b>
3. NON-MANDATORY BIDDERS MEETING	NA
4. DEADLINE FOR PROPOSALS	<b>10/01/2007 at 1:30pm</b>
5. TENTATIVE DATE FOR AWARDING CONTRACT	Approximately 30 to 120 days after the RFP closes. The County will contact all respondents.

**6.0 PERIOD OF PERFORMANCE**

The period of performance shall be for five (5) year(s), renewable in one-year increments, with the completion date of June 30, 2012 with no obligation by the County of Riverside to purchase any specified amount of services.



## 7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed envelope clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s). **One (1) original and three (3) additional copies, each in a 3 ring binder, one (1) (Microsoft Word or PDF format on virus free CD or flash drive), shall be submitted. Faxed or emailed proposals will not be accepted.**

**ALL BIDS MUST BE SENT TO:** County of Riverside  
Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Attention: Walter Mack  
**RFP# MCARC055**

## 8.0 GENERAL REQUIREMENTS

### Procedures for Submitting Proposals

All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.

The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

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.

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.

Proposals must be typed uniformly on letter size (8 ½" x 11") sheets of white paper, single sided, each section clearly titled, with tabs A-J, 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.

**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.

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.

## 9.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. Proposal Cover Page (Page 4 of this RFP)
- B. Table of Contents
- C. Corporate/Company/Agency Profile
- D. Description of Services
- E. Cost Proposal
- F. Credentials/Resumes/Certifications/Licenses
- G. References
- H. Evidence of Insurability/ Business Licenses
- I. Clarification, Exceptions or Deviations
- J. Financial Information

**A. Proposal Cover Page**

The Proposal Cover Page (page 4 of this RFP) 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. The Proposal Cover Page shall be followed by a letter of introduction.

**B. Table of Contents**

This section shall include a comprehensive table of contents that identifies material by sections A –J (in the order list above) and by sequential page numbers.

**C. Corporate/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.);
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed;
4. History of firm- include a brief history of the firm including the number of years in business under the present business name, as well as prior business names and number of years experience providing the proposed, equivalent, or related services;
5. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project;
6. Company size - number of staff, proposed number of staff to provide services, and participant base;
7. Location of the office from which the work under this contract will be provided and the staff allocation at that office; and
8. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none, that must be stated

**D. Description of services**

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP, Appendix A, including:
  - a. Describe recent similar projects. These experiences must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services performed for these other projects, a chart clearly indicating the role and organizational relationships of the bidder to its client, and other firms performing work for the project.
  - b. Provide a work plan or description of how the work will be performed.
    - i. Give precise detail on your project reporting mechanisms.
    - ii. Describe your company's technical capabilities for this service.
    - iii. Time of work- Detail time frame and phases of the work.
    - iv. Describe your company's policy regarding this project to ensure proper compliance and quality assurance.
  - c. Describe how the interaction between your company and the County will take place to ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the project.
  - d. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted.
  - e. Provide a sample invoice.

**E. Cost Proposal**

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit A. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which include all of the bidders, project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

**F. 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.

**G. References**

All bidder(s) must include present and past performance information with a minimum of three (3) references. Each reference shall include dates of work performed, current contact person, company, address, and email and telephone number for each reference identified. Please verify that all reference

information is correct. References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

**H. 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 vendor has ten (10) calendar days to produce the required insurance. 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. Copy of current business license.

**I. Clarification, 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 your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination
4. Publication Reproduction and Use of Material (If applicable)
5. Disputes
6. Governing Law

**J. Financial Statement**

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. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. Audited financial statements are preferred but not required and an independent credit rating would be most advantageous.

**10.0 COMPENSATION**

The COUNTY shall pay the CONTRACTOR for services performed as stated in Section 3.5

**11.0 PRICE INCREASE/DECREASE**

No price increases will be permitted during the first year of the agreement. All price decreases will automatically be extended to the COUNTY. The COUNTY requires bona fide proof of cost increases on contracts prior to any price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the CONTRACTOR's profit will not be allowed. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items – Los Angeles-Riverside-Orange County Area, and be subjected to satisfactory performance review by the using COUNTY agency and approved for budget funding by the County Board of Supervisors.

## **12.0 EVALUATION CRITERIA**

Proposals may be evaluated based on the criteria listed below.

1. Overall responsiveness and general understanding of the RFP requirements, to include but not limited to:
  1. Bidder's qualifications, hospital experience and ability.
  2. Overall cost to the County.
  3. References with demonstrated success with similar work to the Scope of Service with hospitals.
  4. Technical capability.
  5. Financial status
  6. Clarification, Exceptions or Deviations
  7. Credential/Resumes/Licenses/Certifications

The County reserves the right to withdraw the Request for Proposal (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

## **13.0 EVALUATION PROCESS**

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the CONTRACTOR to contact any other County representative may result in disqualification of the CONTRACTOR. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

## **14.0 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. The County is not responsible for any other explanations or interpretations.

## **15.0 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 C. If an agreement cannot be reached, negotiations with the second ranking CONTRACTOR shall commence.

## **16.0 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.

**EXHIBIT A**  
**COST PROPOSAL SHEET**

<b>Percentage Fee of collections received</b>	

**Complete this page on your bid submittal.**

CERTIFICATIONS

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_  
Printed Name of Agent/Officer Name of Organization/Consortium

\_\_\_\_\_, hereby certify that \_\_\_\_\_,  
Name of Organization/Consortium

by submission of this proposal in response to the Professional Services RFP agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title of Agent/Officer \_\_\_\_\_

**EXHIBIT B**  
**CONFIDENTIALITY CLAUSE**

CONTRACTOR/CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR/CONSULTANT shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR/CONSULTANT, or between COUNTY and CONTRACTOR/CONSULTANT and any other party COUNTY requires CONTRACTOR/CONSULTANT’S officers, employees, and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

---

**CONTRACTOR/CONSULTANT      EMPLOYEE      ACKNOWLEDGEMENT      AND**  
**CONFIDENTIALITY AGREEMENT**

PROJECT NAME \_\_\_\_\_

CONTRACTOR NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

**Oath of Confidentiality**

- a) Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.
- b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Printed: \_\_\_\_\_  
Contractor/Employee Name

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor/Employee Name

**EXHIBIT C  
SAMPLE AGREEMENT**

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**(INSERT NAME OF PROGRAM)**

**Between**

**COUNTY OF RIVERSIDE**

**and**

**(INSERT COMPANY NAME)**





This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, 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").

WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for services with a CONTRACTOR who is trained and experienced, and who is competent to perform the services required; and

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

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

**1. Description Of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES)pages and Exhibit B, Payment Provision, consisting of (INSERT # OF PAGES) page, attached hereto and incorporated herein by this reference.

**1.2** CONTRACTOR represents and maintains that it is skilled to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to practice its profession/service. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement. Contractor Is Not To Perform Services Outside Of The Contract.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon execution of this contract and continue in effect through (INSERT DATE), with the option to(INSERT # OF RENEWALS YEARS, IF APPROPRIATE), unless terminated as specified in Section 9 TERMINATION. CONTRACTOR shall commence performance of requested services upon notification and shall diligently perform such services.

**2.2** It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of

COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs in accordance with Section 3 COMPENSATION.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B, Payment Provision, attached hereto and incorporated herein by this reference. 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.

**3.2** No price increases will be permitted during the first year of the price agreement. All price decreases will automatically be extended to the COUNTY. The COUNTY requires bona fide proof of cost increases on contracts prior to any price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the contractor's profit will not be allowed. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subjected to satisfactory performance review by the using COUNTY agency and approved for budget funding by the County Board of Supervisors.

**3.3** Prepare invoices in duplicate. For this contract, send the original and duplicate copies of invoices to:

(INSERT DEPARTMENT NAME AND ADDRESS)

- ❖ 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; contract number (to be provided upon award); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- ❖ Invoices shall be rendered “monthly” in arrears.
- ❖ In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10.

**4. Assignment**

CONTRACTOR shall not delegate or assign any interest in this agreement, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of COUNTY.

**5. Hold Harmless/Indemnification**

**5.1** 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 from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission 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. 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 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 in any such claim or action.

**5.2** 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 COUNTY as set forth herein.

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

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

**5.5** 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.

**6. Waiver Of Default**

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 hereof. 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 hereof, or estopping COUNTY from enforcement hereof.

**7. Availability Of Funding**

The COUNTY obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**8. Inspection of Service**

**8.1** All performance (which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services) shall be subject to inspection and test by the COUNTY at all times during the term of the contract. The CONTRACTOR shall provide adequate cooperation to any inspector assigned by the COUNTY to permit him/her to determine the CONTRACTOR's conformity with these specifications and the adequacy of the services being contractually provided. All inspections by the COUNTY shall be made in such a manner as to not unduly interfere with CONTRACTOR performance. If any services performed hereunder are not in conformity with the specifications and requirements of this contract, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount. When the services to be performed 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 of the services in conformity with requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services performed.

**8.2** In the event the CONTRACTOR fails to perform the services promptly or to take necessary steps to ensure future performance of the service is in conformity with specifications and requirements of the contract, the

COUNTY shall have the right to either: (A) have the services performed in conformity with the contract specifications and charge to the CONTRACTOR any cost occasioned to the COUNTY that is directly related to the performance of such services. If COUNTY chooses alternative (1), the COUNTY may withhold such costs from any amounts still owed to CONTRACTOR under this or any other contractual agreements with COUNTY; or (2) terminate this contract for default as provided in the Termination Clause.

**9. Termination**

**9.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**9.2** COUNTY may, upon five (5) days written notice, terminate this agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to COUNTY.

**9.3** After receipt of the Notice of Termination pursuant to paragraph 9.1 or 9.2 above, CONTRACTOR shall:

- a.) Stop all work under this Agreement on the date specified in the Notice of Termination.
- b.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed by COUNTY, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to COUNTY;

**9.4** After termination pursuant to paragraph 9.1 or 9.2 above, COUNTY shall make payment for all services performed in accordance with this Agreement to the date of termination, according to the rates set forth in Exhibit B.

**9.5** Notwithstanding any of the provisions of this Agreement, 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 duties hereunder; or if the Agreement is terminated pursuant to Section 9. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

**10. Alteration**

The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY representatives who may at any time, by written order, make alterations within the general scope of this contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work. Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

**11. Independent Contractor**

**11.1** The CONTRACTOR is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this contract, 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. CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

**11.2** It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

**12. Subcontract for Work or Services**

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

**13. Interest Of Contractor**

The CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this contract.

**14. Conduct Of Contractor**

**14.1** The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

**14.2** The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

**14.3** The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. In this connection, the term 'privileged information' includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of CONTRACTORS or subcontractors in advance of official announcement.

**14.4** The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**15. Disallowance**

In the event the CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the COUNTY, 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 under any contract with the COUNTY.

**16. Disputes**

**16.1** In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. If the parties are unable to resolve the dispute, the matter shall be submitted to the senior management of the parties.

**16.2** The Parties agree to continue with performance of the Agreement during any such dispute period and resolution thereof.

**17. Governing Law; Jurisdiction; Severability**

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. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. 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.

**18. Insurance**

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

**18.1 Workers' Compensation**

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

**18.2 Commercial General Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. 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.

**18.3 Vehicle Liability**



If CONTRACTOR'S 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 all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### **18.4 Professional Liability Insurance**

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 for a period of five (5) years beyond the termination of this Agreement.

#### **18.5 General Insurance Provisions - All lines**

a). 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.

b). The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's 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.

c). 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, or 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 or 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.***

d). It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and 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.

e). The COUNTY'S Reserved Rights--Insurance. 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 (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

## **19. Licensing And Permits**

**19.1** Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTORS. All offerers and CONTRACTORS shall be licensed, if required, in accordance with the laws of this State and any offerer or CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

**19.2** CONTRACTOR further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United

States, State of California, the COUNTY of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

**20. Air, Water Pollution Control, Safety And Health**

CONTRACTOR shall comply with all air pollution control; water pollution, Safety and Health Ordinances and statues, which apply to the work performed pursuant to this contract, including any requirements, specified in state government codes.

**21. OSHA Regulations**

CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

**22. Right To Acquire Equipment And Services**

Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

**23. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials or images in any form, including electronic, or other products created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to Section 3. of this contract shall be the sole property of the COUNTY and may be used for such purposes, including, but not limit to, duplication and distribution, as the COUNTY determines. CONTRACTOR further agrees not to release or circulate in whole or part such materials or products without prior written authorization of the COUNTY.

**24. Use By Political Entities**

This agreement between the COUNTY and the CONTRACTOR for the COUNTY's requirements of select item(s) of personal services, the CONTRACTOR agrees to extend the same pricing, terms and conditions to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that political entities, special districts and related non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR holding the COUNTY harmless. The COUNTY of Riverside may, at its option, charge an administrative fee to those political entities, special districts and related non-profit entities that avail themselves use of this agreement. The CONTRACTOR(s) shall report annually or as otherwise requested by the COUNTY, usage and total sales dollar amount information for each individual political entity, special district, and related non-profit entity utilizing COUNTY awards.

**25. Contractor's Responsibility**

**25.1** It is understood that the CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon the CONTRACTOR'S representations about its skills, experience and knowledge to perform the CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed.

**25.2** It is further understood and agreed that the CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

**26. Conflict Of Interest**

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

**27. 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 Practices Act (commending with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.).

**28. Assurances**

CONTRACTOR will comply with the COUNTY policies and procedures where applicable. In the event that the policies and procedures promulgated by the COUNTY are more restrictive, but not in conflict with Federal or State policies and procedures, those issued by the COUNTY will prevail.

**29. 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 costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five years from the termination of this Agreement and be available for

audit by the COUNTY. CONTRACTOR to provide COUNTY with reports and information relative to this Agreement and in accordance with terms set forth herein, as requested by COUNTY.

**30. Monitoring**

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR’S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

**31. Confidentiality**

**31.1** The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. 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 requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, 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.

**32. Administration/Contract Liaison**

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

**33. 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 one day after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**  
(INSERT DEPARTMENT NAME)  
(INSERT ADDRESS)

**CONTRACTOR**  
(INSERT CONTRACTOR NAME)  
(INSERT ADDRESS)

**34. Force Majeure**

**34.1** In the event CONTRACTOR is unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

**34.2** In the event COUNTY is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONTRACTOR for such failure to comply.

**35. Mutual Cooperation**

The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance of services for the COUNTY under this Agreement, including providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel. The COUNTY shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the CONTRACTOR.

**36. EDD Reporting Requirements**

**36.1** In order to comply with child support enforcement requirements of the State of California, the COUNTY of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The selected contractor agrees to furnish the required Contractor data and certifications to the COUNTY of Riverside within 10 days of notification of award of contract when required by the EDD.

**36.2** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates required may result in 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 contract. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the contract.

**36.3** If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State

Government section under “Employment Development Department,” or you may access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**37. Entire Agreement**

This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

**COUNTY:**  
(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: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICE**

(INSERT SCOPE OF SERVICE)

**EXHIBIT B**  
**PAYMENT SCHEDULE**

(INSERT PAYMENT SCHEDULE)

## Exhibit D

### HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and  
[*name of Contractor*]

This HIPAA Business Associate Agreement Addendum (“Addendum”) supplements, and is made part of the [*name of contract*] (the “Underlying Agreement”) between the County of Riverside (“County”) and [*name of Contractor*] (“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. Definitions. 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 and/or 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, nor 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.
  - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
  - D. County 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. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor 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. Access to ePHI, Amendment and Disclosure Accounting. 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 appropriate 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 and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

8. Hold Harmless/Indemnification

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. General Provisions.

- 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, Security 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 and/or Security Rule means the section(s) 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: \_\_\_\_\_  
Director of Purchasing

Date: \_\_\_\_\_

Date: \_\_\_\_\_