

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

756



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
March 15, 2011

**SUBJECT:** Request for Proposal (RFP) MCARC159 for Comprehensive Registry Staffing Management Services

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Authorize the Purchasing Agent on behalf of Riverside County Regional Medical Center (RCRMC) to release the attached Request for Proposal (RFP) MCARC159 for Comprehensive Registry Staffing Management Services for 2011/2012 fiscal year.

**BACKGROUND:**

Riverside County Regional Medical Center (RCRMC) currently contracts with approximately 43 separate agencies and maintains a registry workforce of approximately 300 healthcare professionals. These registry staffing agreements are utilized to meet the increased volume of patients being served by RCRMC and function within an industry-wide specialty healthcare worker shortage. (continued on page 2)

*Ellie Bennett For Doug Bagley*  
Ellie Bennett, Chief Operating Officer for  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

<b>SOURCE OF FUNDS:</b> N/A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

- Consent
- Policy
- Consent
- Policy

Dept't Recomm.:  
Per Exec. Ofc.:

**Prev. Agn. Ref.:**

**District:** 5

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.39

Purchasing: *Mark Seller*  
 Mark Seller, Assistant Director  
 Departmental Concurrence

## BOARD OF SUPERVISORS

Form 11

Page 2

### **BACKGROUND:** (Continued)

The management of this registry workforce is divided among managers and supervisors within the hospital departments that include nursing administration, nurse staffing, dietary services, pharmacy, radiology, respiratory, diagnostic services, rehabilitation services, and psychiatric unit. Management and administration of all registries requires substantial oversight and extensive time commitment from all managers in these departments. The effort put forth in requesting, scheduling, assigning, and monitoring the competencies and qualifications of these registry healthcare professionals, divert valuable time from their regularly scheduled clinical duties in caring for our patients.

In an effort to improve and successfully manage the use of the registry workforce, RCRMC is soliciting the attached Request for Proposal (RFP) to identify qualified firms that can assist the hospital to manage registry workforce vendors and coordinate registry staffing services. This RFP is based upon a review of "best practice" contingency staffing models. To achieve optimal results in the procurement of healthcare professionals and transition in filling permanent vacant positions, the implementation of this concept will increase efficiency, improve monitoring and reduce the overall utilization of registry staff in a model similar to a Group Purchasing Organization (GPO).

Contracting with a single agency will streamline the hospital's internal processes and enable numerous departments to refer to a "one-stop shop", alleviating duplicative time and effort. It would also reduce the number of invoices the hospital receives for processing, replaced with a single invoice.

The overall goal of RCRMC is to significantly improve efficiency and obtain a better means of reporting registry services to provide management analysis for staffing needs.

Through this Request for Proposal (RFP), RCRMC will select a Contractor to provide comprehensive registry staffing management services. Although price will be a key factor, the effectiveness of the proposal, the background and experience of the bidder will also be evaluated in addition to the bid price.

To ensure fair competition, RCRMC will advertise the RFP through County Purchasing & Fleet Services Department web site and will mail to current and previous Contractors and bidders. RCRMC will adhere to the Board of Supervisors Policy Number A-18, "Procedures for Contracting for Professional or Personal Services." In addition, the proposals received and identified as "responsive" will be assessed by a diverse group of evaluators from various departments within RCRMC. These individuals were specifically selected because of their extensive knowledge and expertise with healthcare registries.

**BOARD OF SUPERVISORS**

Form 11

Page 3

RCRMC must ensure healthcare professionals are continuously available to the hospital to provide quality health care to Riverside County residents. Therefore, the Director of RCRMC requests the Board to authorize County Purchasing on behalf of RCRMC to release the attached RFP MCARC159.

**FINANCIAL DATA:**

N/A

**ATTACHMENT:**

Request for Proposal MCARC159

**REVIEW/APPROVAL:**

County Purchasing

DB:ns

**REQUEST FOR PROPOSAL # MCARC159**

**COMPREHENSIVE REGISTRY STAFFING MANAGEMENT SERVICES**



By:  
Richard Strickland, Procurement Contract Specialist  
Riverside County Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
(951) 955-4937 / (951) 955-3730 (fax)  
Email: [rstrickland@co.riverside.ca.us](mailto:rstrickland@co.riverside.ca.us)

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

**TABLE OF CONTENTS**

<b>Content</b>	<b>Page</b>
Instruction to Bidders -----	3
Proposal Cover Page -----	4
<b>Appendix A</b>	
1.0 Definitions -----	5
2.0 Overview -----	5
3.0 Scope of Service -----	6
4.0 Work Product -----	7
5.0 Timeline -----	7
6.0 Period of Performance -----	7
7.0 Proposal Submittal -----	7
8.0 General Requirements -----	8
9.0 Required Format of Proposals -----	8
10.0 Evaluation Criteria -----	12
11.0 Evaluation Process -----	13
12.0 Interpretation of RFP -----	13
13.0 Cancellation of Procurement Process -----	13
14.0 Contractual Development -----	13
15.0 Recruitment of Contractor Staff -----	14
16.0 Confidentiality and Proprietary Data -----	14
17.0 County Observed Holidays -----	14
Exhibit A - Cost Proposal Sheet -----	15
Exhibit B - Sample Agreement & HIPAA Business Associate Agreement -----	16
Exhibit C - Local Preference -----	31

**INSTRUCTIONS TO BIDDERS**

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

Telephone: (951) 955-4937

- I. **Vendor Registration** – Unless stated elsewhere in this document, vendor must register online at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us) with all current Vendor information, to be registered on the County's database.
- II. **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.
- III. **Pricing/Terms/Tax** - All pricing shall be quoted both F.O.B. shipping 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.
- 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. **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.
- VI. **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.
- VII. **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 [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VIII. **Return of Bid/Closing Date/Return to** - 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.
- IX. **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) year 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.
- X. **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.

Or

- XI. **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.

**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 (A-C) | <input type="checkbox"/> PLANS/DRAWINGS     | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110 Special Conditions/Response                       |   | <input type="checkbox"/> 116-130            | Equipment Information Sheet      |
| <input checked="" type="checkbox"/> #116-260 Local Business Qualification Affidavit |   | <input checked="" type="checkbox"/> 116-311 | Boilerplate Agreement            |

**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 type="checkbox"/> #116-240 General Conditions - Personal/Professional Service |  |

**Proposal Cover Page**

**BIDDER TO COMPLETE ALL APPLICABLE AREAS**

Bidders are required to 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 Riverside County Regional Medical Center (RCRMC) is soliciting proposals from qualified organizations to provide **Comprehensive Registry Staffing Management Services** as detailed in Appendix A.

**RFP MCARC159**  
**BID CLOSING DATE: TBD no later than 1:30 p.m.**

**NO FAXED PROPOSALS WILL BE ACCEPTED**

**After close of this RFP, the award may be announced within 30- 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:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # ( ) FAX # ( )

Vendor Website:

Name: Title:

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

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. Form 116-260 must be completed and submitted with the Bidder's proposal

## APPENDIX A SCOPE OF SERVICE

### 1.0 DEFINITIONS

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

- A. "RFP" shall mean Request for Proposal.
- B. "Addendum" shall mean an amendment or modification to the RFP (Request for Proposals).
- C. "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.
- D. "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.
- E. "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 Bidder are used interchangeably.
- F. "COUNTY" shall mean the County of Riverside and/or Riverside County Regional Medical Center (RCRMC). For purposes of this RFP, RCRMC and County are used interchangeably.
- G. "MQs" shall mean minimum qualifications.

### 2.0 OVERVIEW

#### 2.1 PURPOSE/BACKGROUND

Riverside County Regional Medical Center (RCRMC) currently contracts with approximately 43 separate agencies and maintains a registry workforce of approximately 300 healthcare professionals. These registry staffing agreements are utilized to meet the increased volume of patients being served by RCRMC and function within an industry-wide specialty healthcare worker shortage. The management of this registry workforce is divided among managers and supervisors within the hospital departments that include nursing administration, nurse staffing, dietary services, pharmacy, radiology, respiratory, diagnostic services, rehabilitation services, and psychiatric unit. Management and administration of all registries requires substantial oversight and extensive time commitment from all managers in these departments.

In an effort to improve and successfully manage the use of this registry workforce, RCRMC is soliciting proposals to identify qualified agencies/firms that can assist the hospital to manage registry workforce vendors. Qualified agencies/firms must be Joint Commission certified and must be able to demonstrate that it can function as a single source for services, which may include, but not be limited to, overseeing and coordinating all activities related to this comprehensive registry staffing workforce. Experience in similar successful engagements and in similar institutions for Public Hospitals in the State of California is especially important. To achieve optimal results in the procurement of this service and transition in filling all permanent positions, the use of an outside agency will increase efficiency and reduce the overall utilization of registry staff.

The overall goal of RCRMC is to significantly improve efficiency and obtain a better means of reporting registry services to provide management analysis for staffing needs.

#### 2.2 OVERVIEW OF RIVERSIDE COUNTY REGIONAL MEDICAL CENTER (RCRMC)

RCRMC is located in the City of Moreno Valley, centrally located and accessible for all areas of Riverside County. Although the institution is over 100 years old, a new modern, seismically compliant building opened in March 1998. The Medical Center is a 520,000 square foot state-of-the-art tertiary care and level II adult and pediatric facility, licensed for a total of 439 beds. There are 362 licensed beds in the main acute-care hospital, 12 operating rooms, a helipad located directly adjacent to the Trauma Center, and state-of-the-art digital



radiology services, including magnetic resonance imaging (MRI) and computerized tomography (CT) and all single bed rooms. There are also adult, pediatric and neonatal intensive care units, a birthing center and complete pulmonary services including hyperbaric oxygen treatments. The award winning RCRMC is well designed and equipped to provide the latest in health care through the 21<sup>st</sup> century and beyond.

In addition, RCRMC operates an Inpatient Treatment Facility with 77 licensed beds and an Emergency Treatment Services Center located in the City of Riverside. RCRMC utilizes this facility for acute psych patients, acute inpatient discharges, and various outpatient type encounters.

A teaching hospital accredited by the Joint Commission, RCRMC offers training programs for nursing students, medical residents, and allied health professionals attending Riverside Community College, Loma Linda University, Western College of Health Services, and other facilities.

RCRMC has the capacity to manage 200,000 patient visits in specialty outpatient clinics; the Emergency Room/Trauma Unit has the capacity to manage 100,000 patient visits annually. Employees and staff are approximately 2,400.

RCRMC's mission is to provide superior quality health care to Riverside County residents with a special focus on individuals and populations in need. Our vision is to benefit all residents of Riverside County by serving as an academically affiliated primary, secondary, and tertiary level health care center, with a tradition of superior quality and service.

### **3.0 SCOPE OF SERVICE**

- 3.1** This comprehensive registry staffing management services shall include but is not limited to centralized methods of processing, providing staffing (licensed and certified clinical staff), managing, maintaining and monitoring all registry personnel scheduled to work at RCRMC on an as needed basis.
- 3.2** All registry staff must have the legal right to practice and work in the United States without any restriction and condition; with regard to Registered Nurses, these registry staff must have at least 2 (non-specialty) and 4 (specialty) years of experience working in an acute setting facility within the Continental United States including Alaska and Hawaii.
- 3.3** Qualified bidder (agency) must have a minimum of 5 years of experience working with healthcare registry clinical workforce for an acute care facility and with the flexibility to customize the services per County needs.
- 3.4** Services required of successful bidder:
  - 3.4.1** Screen all healthcare professionals to provide comprehensive registry staffing as specified by RCRMC.
  - 3.4.2** Ensure that all contractual and organizational requirements, including but not limited to insurance requirements and HIPAA business agreements, are satisfied before implementation.
  - 3.4.3** Conduct a health and background screening which includes, but is not limited to criminal background, pre-employment, TB screening, and or Chest X-Ray (verifying absence of active disease), a record of vaccination for Measles, Mumps, Rubella, (MMR) series or record of positive MMR titer, proof of immunization of Diphtheria, Tetanus, Pertussis, Hepatitis B, a general physical examination clearance, drug screening, competencies/certification confirmation for all contingent staff prior to assignment.
  - 3.4.4** Provide on-demand reports regarding various factors associated with the use of comprehensive registry labor. Factors should include, but are not limited to, timekeeping, labor costs, and historical/trending reports.

- 3.4.5 Obtain and provide copies to RCRMC on all credentialing documentation as required by the Joint Commission, other regulator bodies and the County, upon request.
- 3.4.6 Provide on-site staff 7 days/week, 24 hours/day, 365 days/year to support operations and maintain adequate staffing levels.
- 3.4.7 Report contingent staffing activity to RCRMC's Chief Nursing Officer or designee.

**4.0 WORK PRODUCT**

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. In addition, proposals must be valid for 90 days after the submittal deadline to allow Riverside County sufficient time to evaluate the proposals, make a selection(s), and allow for any unforeseen delays.

**5.0 TIMELINE DATES:**

1. RELEASE OF REQUEST FOR PROPOSAL	TBD
2. DEADLINE FOR SUBMISSION OF QUESTIONS Email to Richard Strickland: <a href="mailto:rstrickland@co.riverside.ca.us">rstrickland@co.riverside.ca.us</a>	Must be in the form of an E-Mail by the close of business 5:00 PM on: TBD
3. DEADLINE FOR PROPOSALS	TBD
5. TENTATIVE DATE FOR AWARDED RFP Approximately 30 to 120 days after the RFP closes.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: <a href="http://www.purchasing.ca.riverside.ca.us">www.purchasing.ca.riverside.ca.us</a>

5.1 **Inquiries:** All inquiries must be submitted on or before the last day for questions. Please refer to 5.0 Timeline 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 bid number, to the attention of the Procurement Contract Specialist.

**6.0 PERIOD OF PERFORMANCE**

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

**7.0 PROPOSAL SUBMITTAL**

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s).

**Minimum Notebook requirement:**

- 7.1 One (1) original and five (5) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 7.2 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).
- 7.3 Include one (1) (Microsoft Word or PDF document formatted on a virus free CD or flash drive) within the original binder.
- 7.4 Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted for review), then placed in a sealed envelope and marked "Confidential."
- 7.5 **Faxed or emailed proposals will not be accepted.**

**ALL BIDS MUST BE SENT TO:**

County of Riverside Purchasing and Fleet Services  
**RFP# MCARC159**  
2980 Washington Street  
Riverside, CA 92504-4647  
Attention: Richard Strickland, Procurement Contract Specialist

**8.0 GENERAL REQUIREMENTS**

**Procedures for Submitting Proposals**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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-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.
- 8.7 **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.
- 8.8 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
- G. References
- H. Evidence of Insurability / Licenses

- I. Financial Information
- J. Clarification/Exceptions/Deviations

**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.

**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 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. Company overview of services or activities performed, include:
  - a. The history of the bidder's firm- include a brief history of the 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, Company Officers including Director of Clinical Staff) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
  - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
  - f. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
3. 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:

A written general understanding to the requirements in the scope of services as detailed in this RFP, Appendix A, Section 3.0, including:

1. Provide a description of the methodology developed and a workflow diagram to perform all required services, with an appropriate schedule. This schedule should contain specific milestones and dates from implementation through completion, which will be used to set schedules.
  - a) Identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.

2. Describe the functionality of the bidders' software/web-based technology.
3. List all registry staff positions the bidder is able to provide to County.
4. Describe how bidder will ensure it meets all County's staffing needs.
5. Explain the bidders' process for ensuring registry staff meets all pre-employment requirements as specified below. In addition, explain how this information is tracked and audited?
  - a) Screening process;  
Explain how bidder is to present candidates to the requesting RCRMC department that meet the hospital minimum qualifications;
  - b) Background checks;
  - c) Health screening;
  - d) Verification of licenses/certifications;
  - e) Orientation;
  - f) Evaluations;
  - g) Maintaining employment records;
6. Explain the bidders' process for managing registry staff performance. In the event County is unsatisfied with the performance of a registry staff, explain the bidders' process for addressing RCRMC's concerns.
7. Explain the bidders' process for terminating a registry staff. Explain the bidders proposed tracking and maintenance method of ensuring that any registry staff terminated is not placed in another RCRMC department unless authorized by County.
8. Explain the bidders' process for cancelations and no shows.
  - a) Clearly describe the steps taken when the County requests for a cancelation, as well as, when the bidder cancels a scheduled registry staff. Discuss replacements and time frame.
  - b) Explain the process of how bidder will handle registry staff no shows. Discuss replacements and time frame.
9. Discuss bidders' process for the conversion of contracted temporary employees and the transition phase to permanent RCRMC employees.
10. Discuss bidders' process for ensuring County will have access to appropriate registry staff records and files, as requested by County.
11. Explain bidder's reporting capabilities:
  - a) Provide examples/samples of trend reports and executive summaries which include, but is not limited to capturing the following categories:
    - Requested registry staff position
    - Requesting department
    - Start & End dates
    - Total hours by department
  - b) Explain how these reports will be provided and how often (frequency) these reports will be submitted to County.

12. Explain bidders' process and procedure on resolving complaints and service issues.
  - a) How are these complaints tracked? Provide the time frame and resolution.
13. In the event that either the County or the awarded Contractor terminates the Contract Agreement for services, describe how the bidder would manage the contract agreement termination and transition process.
14. Indicate whether or not the bidder will be Subcontracting portion(s) of the work.
  - a) If so, indicate the type and qualifications of the subcontractor(s) and the portion of the work, which will be subcontracted. Provide subcontractors qualifications that meet the requirements of the scope of work.
  - b) Indicate if the subcontractor(s) are Joint Commission certified.
15. Demonstrate the bidders' process/system- relative to invoicing and billing.
  - a) Provide a sample invoice.

**E. Cost Proposal**

1. In this section, complete and include the Cost Proposal Sheet attached as **Exhibit A**. Bidders may include any other documents as information to explain the proposed costs. As stated in the Cost Proposal Sheet, bidders must include all of the bidders, project-related or supported expenses.
2. Describe how costs will be controlled, maintained and properly identified to the specific tasks, while providing a high quality of service, high level of integrity and outcomes.

**THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FINAL FEES WITH THE SELECTED FIRM**

**The awarded Contractor must agree to retain proposed rates for the first three-(3) fiscal years of the Contract Agreement.**

**F. Credentials / Resumes**

This section shall state the person(s) responsible for administering the services. Bidder shall specifically provide the following information on key personnel assigned to this project, including identification of the Project Manager and/or Director of Clinical Staff:

- Description of education;
- General experience;
- Experience or education as it relates to this RFP project;
- Letters of reference if available;
- Any other information, which will assist in evaluating qualifications.

**G. References**

1. All bidder(s) must include a minimum of three-(3) references (present and past performance information) describing similar services provided to other comparable size hospital facilities.
2. At least one reference shall be in the state of California.
3. Each reference shall include:
  - a) Company
  - b) Company Address
  - c) Telephone Number
  - d) Current contact person & their title (if known)

- e) Contact persons email address
- f) Date of work performed
- g) Provide a summary of the scope of services performed with each of the references provided. These experiences must show the qualifications of the bidder's capabilities to complete the County's requirements.

4. **References cannot include Riverside County Elected Officials, Department Directors, or the requesting agency as a reference. However, references can include other county agencies that are not partaking in this RFP.**

5. Verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

**H. Evidence of Insurability / Licenses**

1. 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.
2. Provide a copy of bidder's Joint Commission certification. The bidder submitting the RFP shall provide a valid and current copy of their Joint Commission Certification. If the bidder has applied for Joint Commission Certification, a copy of the application must be provided in the RFP response to show that the bidder is in the process of obtaining the Joint Commission Certification. Joint Commission Certification must be obtained within the first year of the contract.
3. Provide a copy of current business license.
4. Provide a copy of bidders Articles of Incorporation.

**I. Financial Information**

1. 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.
2. Place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

**J. 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.

In addition, the following Contractual terms are **Non-Negotiable** upon contract award:

1. Hold Harmless / Indemnification
2. All insurance terms
3. HIPAA Business Associate Agreement

**10.0 EVALUATION CRITERIA**

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. Licenses / Joint Commission Certification
6. Company's financial status
7. The availability of the number of registry staff by classification

### **11.0 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.

### **12.0 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 [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). 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 [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us).

### **13.0 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.

### **14.0 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 will be used for this project, attached as **Exhibit B**. The selected Contractor will be required to execute an agreement with the County for the services requested within forty-five (45) days of the award. If agreement on the terms and conditions that are acceptable to the County cannot be



achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Contractor and begin negotiations with that Contractor.

Bidder must identify and provide contact information in their proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Contractor and County.

As specified in this RFP in section 9.0, paragraph J., the following contractual terms are **Non-Negotiable**:

- Hold Harmless / Indemnification
- All insurance terms
- HIPAA Business Associate Agreement

#### **15.0 RECRUITMENT OF CONTRACTOR STAFF**

The County recognizes and acknowledges that the Bidder expends considerable time and effort and incurs substantial expense providing the services for registry staffing; therefore the County agrees to refrain from employing either directly or through any source other than the awarded Contractor, any registry staff for the duration of the assignment.

Conversely, should the registry staff decide on their own to employ with the County, Contractor shall waive any fees for the employment transfer.

#### **16.0 CONFIDENTIALITY AND PROPRIETARY DATA**

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

#### **17.0 COUNTY OBSERVED HOLIDAYS**

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
<b>New Year's Day</b>	<b>January 1</b>
<b>Memorial Day</b>	<b>Last Monday in May</b>
<b>Independence Day</b>	<b>July 4</b>
<b>Labor Day</b>	<b>First Monday in September</b>
<b>*Thanksgiving Day</b>	<b>Fourth Thursday in November</b>
<b>Christmas Day</b>	<b>December 25</b>

\* Note:

- ❖ Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.

**COST PROPOSAL SHEET**

Bidders may include any other documents as information to explain the proposed costs. Describe how costs will be controlled and properly identified to the specific tasks.

The County reserves the right to negotiate final fees with the selected firm(s).

**The awarded Contractor must agree to retain proposed cost for the first three-(3) fiscal years of the Contract Agreement.**

	Classification	Average # of hours Hospital uses per Month	Hourly Rate	Other Fees	TOTAL COST
1	Registered Nurse	750	\$	\$	\$
2	Registered Nurse (Specialty)	4,400	\$	\$	\$
3	Licensed Vocation Nurse	4,700	\$	\$	\$
4	Certified Nurse Assistant	6,600	\$	\$	\$
5	Surgical Technician	250	\$	\$	\$
6	Travel Registered Nurse	75	\$	\$	\$
7	Travel Registered Nurse (Specialty)	7,200	\$	\$	\$
8	Pharmacist	80	\$	\$	\$
9	Pharmacy Technician	320	\$	\$	\$
10	Pharmacy Assistant	40			
11	Registered Dieticians	660	\$	\$	\$
12	Radiology Technologist	160	\$	\$	\$
13	Computerized Axial Tomography Technologist	320	\$	\$	\$
14	Ultrasound Technologist	320	\$	\$	\$
15	MRI Technologist	160	\$	\$	\$
16	Nuclear Medicine Technologist	160	\$	\$	\$
17	Angio Technologist	160	\$	\$	\$
18	Respiratory Care Practitioner	650	\$	\$	\$
19	Cardiac Sonographer (Echocardiography Tech)	65	\$	\$	\$
20	Electroencephalographer (EEG)	20	\$	\$	\$
21	Physical Therapist	400	\$	\$	\$
22	Physical Therapist Assistant	200	\$	\$	\$
23	Occupational Therapist	100	\$	\$	\$
24	Occupational Therapist Assistant	65	\$	\$	\$
25	Speech Therapist	150	\$	\$	\$
26	Psychologist	130	\$	\$	\$
27	Miscellaneous...		\$	\$	\$
<b>OVERALL TOTAL COST</b>			\$	\$	\$

**CERTIFICATIONS**

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_, hereby certifies  
*Printed Name of Agent/Officer* *Name of Organization*

that \_\_\_\_\_, by submission of this proposal in response to the Professional/Personal  
*Name of Organization*

Services RFP agree upon contract award to carry out the requirements specified and obligations set forth therein.

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

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

## **SAMPLE AGREEMENT**

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Medical Center, (Riverside County Regional Medical Center) hereinafter referred to as COUNTY, and [company name], hereinafter referred to as CONTRACTOR.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services to be provided by persons/entities who are specially trained, experienced and 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 promises, covenants and conditions hereinafter contained the PARTIES hereto mutually agree as provided on pages 1 through xx, Exhibit A, and Attachment A, attached hereto and incorporated herein.

### **1.0 HIPAA Business Associate Agreement**

The CONTRACTOR in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. CONTRACTOR shall adhere to all terms and conditions as outlined and specified in Attachment A, consisting of 7 pages, attached hereto and by this reference incorporated herein.

### **2.0 DESCRIPTION OF SERVICES**

CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of xx pages at the prices stated in Exhibit B, Payment Provisions, consisting of xx pages.

### **3.0 PERIOD OF PERFORMANCE**

This Agreement shall be effective as of the date of final execution and continue in effect through [date], with the option to renew through the County's annual amendment process for xx additional fiscal years in one year increments, unless terminated as specified in Section 6.0 Termination.

### **4.0 COMPENSATION**

The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions.

4.1 Maximum payments by COUNTY to CONTRACTOR shall not exceed \$xxx dollars 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 expense related to this Agreement.

4.2 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 for unarmed security guard services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

4.3 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within thirty (30) working days of receipt of the invoice. In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

4.4 All invoices submitted by CONTRACTOR shall be addressed to, Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus Avenue, Moreno Valley, CA. 92555.

### **5.0 ASSURANCES**

CONTRACTOR hereby agrees that, where applicable, services provided hereunder will be performed in harmony with COUNTY policy and procedure.

5.1 CONTRACTOR warrants that it is, and will remain, in compliance with all State and Federal laws and the standards of the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO).

5.2 CONTRACTOR certifies that it is aware of the Occupational Safety and Health Administration (OSHA) regulations of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.

### **6.0 TERMINATION**

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

6.2 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.

6.3 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.

6.4 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.

6.5 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 the event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

6.6 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.

#### **7.0 CONFIDENTIALITY**

CONTRACTOR agrees to protect from unauthorized disclosure of names and other identifying information concerning either persons receiving services under this Agreement or persons whose names or other identifying information becomes known to CONTRACTOR as a result of services performed under this Agreement, except statistical information not identifying any such person.

7.1 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client or client's representative, any such identifying information to anyone other than authorized COUNTY personnel without prior written authorization from the COUNTY.

7.2 For the purpose of this paragraph, "identify" shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or photograph.

#### **8.0 HOLD HARMLESS/INDEMNIFICATION**

8.1 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.

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.

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 this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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.

#### **9.0 INSURANCE**

9.1 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.

##### **9.2 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.

9.3 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, 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 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. 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.

9.4 VEHICLE LIABILITY:

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 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.

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

9.6 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 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.

E. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); 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 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.

H. 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.

#### **10.0 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.

#### **11.0 RECORDS AND DOCUMENTS**

CONTRACTOR shall make available, upon written request by and 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 CONTRACTOR shall maintain books and records for at least five (5) years from the termination of this Agreement.

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

#### **12.0 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, access, or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

#### **13.0 LICENSE**

CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

13.1 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents, and subcontractors performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and subcontractors to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

13.2 COPY REQUIRED. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration.

13.3 Further, CONTRACTOR hereby agrees to abide by the standards of medical practice of the profession when performing services hereunder.

#### **14.0 NONDISCRIMINATION AND ELIGIBILITY**

The CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical attention, or physical or mental handicap, and shall comply with all other requirements of law regarding non discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

14.1 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include but are not limited to the following:

A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

B. Treatment in any matter related to his receipt of any service, except when necessary for infection control.

C. Restricting an eligible person differently in any way in the enjoyment of any advantage or privilege enjoyed by others receiving similar service or benefit.

D. Treating an eligible person differently from others in determining whether he satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

**15.0 CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S employees shall have no interest, and shall nor acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

**16.0 ALTERATION**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

16.1 Only the County Board of Supervisors or County Purchasing Agent may authorize the alteration or revision of this Agreement. The parties expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

**17.0 ASSIGNMENT**

CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of the CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of other business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

**18.0 ADMINISTRATION**

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.

**19.0 WAIVER**

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 thereof. Failure on the part of the 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 stopping COUNTY from enforcement hereof.

**20.0 JURISDICTION, VENUE, SEVERABILITY**

This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. Any legal action related to this Agreement shall be filed in the appropriate court (Municipal or Superior) of the State of California located in Riverside, California. 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.

**21.0 INDEPENDENT CONTRACTOR**

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.

21.1 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.

**22.0 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.

**23.0 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.

**24.0 CONDUCT OF CONTRACTOR**

24.1 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.

24.2 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.

24.3 The CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his 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 CONTRACTOR or subcontractors in advance of official announcement.

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

**25.0 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.

**26.0 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.

**27.0 FORCE MAJEURE**

27.1 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.

27.2 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.

**28.0 EDD REPORTING REQUIREMENTS**

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.

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.

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).

**29.0 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 contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

**30.0 CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

**31.0 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.

**CONTRACTOR**

**COUNTY**

[company name]

Riverside County Regional Medical Center

[company address]

26520 Cactus Avenue

[company address]

Moreno Valley, CA 92555

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**CONTRACTOR**

**COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Type or Print Name and Title

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

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

**EXHIBIT A**  
**SCOPE OF WORK**  
(INSERT SCOPE OF WORK)

**EXHIBIT B**  
**PAYMENT PROVISIONS**  
(INSERT PAYMENT SCHEDULE)

**Attachment A**  
HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and **[name of Contractor]**

This HIPAA Business Associate Agreement (the "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") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

"Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402. For purposes of this definition, "compromises the security or privacy of PHI" means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:

Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized

health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

“Data aggregation” has meaning given such term in 45 CFR §164.501.

“Designated record set” as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

“Electronic protected health information” (“ePHI”) as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

“Electronic health record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

“Health care operations” has the meaning given such term in 45 CFR §164.501.

“Individual” as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

“Person” as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

“Privacy Rule” means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

“Protected health information” (“PHI”) has the meaning given such term in 45 CFR §160.103, which includes ePHI.

“Required by law” has the meaning given such term in 45 CFR §164.103.

“Secretary” means the Secretary of the Department of Health and Human Services (“HHS”).

“Security Rule” means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

“Unsecured protected health information” and “unsecured PHI” as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

## **II. Scope of Use and Disclosure by Contractor of County’s PHI and/or ePHI.**

Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

Use PHI and/or ePHI if necessary for Contractor’s proper management and administration and to carry out its legal responsibilities; and,

Disclose PHI and/or ePHI for the purpose of Contractor’s proper management and administration or to carry out its legal responsibilities, only if:

The disclosure is required by law; or,

Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

### III. **Prohibited Uses and Disclosures.**

Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936. Contractor agrees:

Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the requirements of 42 USC §17936;

Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

### IV. **Obligations of County.**

County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

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.

County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

V. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware.

Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

VI. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

**Access to PHI and electronic health record.** Provide access to PHI in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524. If Contractor uses or maintains electronic health records, Contractor shall, at the request of

County, provide electronic health records in electronic format to enable County to fulfill its obligations under 42 USC §17935(e).

**Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

**Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

Make available for County information required by this section for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

VII. **Security of ePHI.** In the event Contractor needs to create, receive, or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §§164.314(a)(2)(i), and 164.306, Contractor shall:

Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitations, each of the requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;

Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

Ensure compliance by Contractor's workforce;

Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable appropriate safeguards to protect it;

Report to County any security incident of which Contractor becomes aware; and,

Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

VIII. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

**Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

**Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to

Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

**Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

Any steps individuals should take to protect themselves from potential harm resulting from the breach;

A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

**Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §§ 164.404, 164.406 and 164.408.

**Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

**Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

**Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

**Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach.

IX. **Hold Harmless/Indemnification.**

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or

nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 County herein from third party claims arising from issues of this Addendum.

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

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.

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

XI. **Termination.**

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

Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

If termination of the Underlying Agreement is not feasible, the non-breaching party may report the problem to the Secretary, and upon the non-breaching party's request, the breaching party at its own expense shall implement a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

**Effect of Termination.**

Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of



destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

## XII. General Provisions.

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

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

**Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

**Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

**Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

### Interpretation of Addendum.

This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

**Notices to County.** All notifications required to be given by Contractor pursuant to the terms of this Addendum shall be in writing and delivered to the County by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as County may hereafter designate. All notices provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

Name: Riverside County Regional Medical Center, Compliance Department  
Title: Compliance & Privacy Officer  
Address: 26520 Cactus Avenue, Moreno Valley, CA 92555

**LOCAL PREFERENCE  
Local Business Qualification Affidavit**

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your 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-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_ Number of Company Employees at this address: \_\_\_\_\_

If less than 6 month, list previous  
Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_ Jurisdiction \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, 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.**