

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

546



FROM: Department of Public Health

SUBMITTAL DATE:
November 20, 2012

SUBJECT: Approve the Sole Source Agreement with HCS, Incorporated, d/b/a the Abaris Group for "EMS Consulting Services".

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to sign the Agreement for EMS Consulting Services with the Abaris Group, without securing competitive bids in accordance with Ordinance 456.7, in an amount not to exceed \$470,125 for the period November 20, 2012 through July 1, 2015;
2. Authorize the Purchasing Agent to issue a purchase order to pay for services per the agreement, in accordance with Ordinance 459.4, and;
3. Execute the attached agreement with the Abaris Group and return three copies to Purchasing.

(Continued on Page 2)

Susan D. Harrington

Susan Harrington, Director Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 470,125	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

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

C.E.O. RECOMMENDATION:

APPROVE

Debra Cournoyer
BY: Debra Cournoyer

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: November 20, 2012
 xc: Public Health, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: District: All Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.37

PURCHASING & FLEET SERVICES: Robert Howdyshell, Director
 APPROVED COUNTY COUNSEL: Neal R. Kipnis
 DATE: 11/13/12

Departmental Concurrence

Dept'l Recomm.:
 Per Exec. Ofc.:

Form 11

SUBJECT: Approve the Sole Source Agreement with HCS, Incorporated, d/b/a the Abaris Group for "EMS Consulting Services".

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BACKGROUND

On June 12, 2012, item 3.10 the Board of Supervisors authorized the Emergency Medical Services (EMS) Agency to work with EMS system stakeholders and engage a consultant to perform an evaluation of the County's EMS system. The evaluation will provide the Riverside County EMS Agency, Executive Office and Board of Supervisors with recommendations for improving the EMS system including the County's master ambulance service agreement. The scope of work to be completed by the consultant includes evaluation of the County's current EMS system, formulation of recommendations for system improvements within a sustainable cost model, development of an EMS transportation plan inclusive of a scope of work for a new ambulance contract and a strategic plan that identifies ongoing goals for continuous improvement of the EMS system. The EMS system evaluation and improvement plan will be completed during the term of the current County master ambulance service agreement with American Medical Response (AMR) that runs through June 30, 2015.

The Board of Supervisors established recommended timelines for the evaluation process including delivery of an EMS plan based upon the evaluation results to the BOS by March 2014, selection of a provider or providers for County-wide ambulance services by June 2014 and commencement of a new ambulance contract on July 1, 2015. These timelines have been included in the scope of work for the EMS consultant contract.

PRICE REASONABLENESS

Per the direction of the Board of Supervisors, a Request for Proposal (RFP#HSARC-249) was released on July 24, 2012 for "EMS Consulting Services". The RFP was posted on the County's website, publicpurchase.com, and notifications were emailed and mailed to multiple vendors that were registered in the County's PeopleSoft database and known vendors through EMS agencies throughout the State. The County received one response, from the Abaris Group when the RFP closed on September 5, 2012. Purchasing contacted six potential vendors for information as to why they did not respond to the County RFP; their response was that the County requirements were beyond their expertise. One vendor did not respond because they did not want to disclose their company financial information.

The County established a RFP evaluation committee to qualify the vendor. The evaluation committee was comprised of nine individuals representing the Department of Public Health, Riverside County Executive Office, Riverside County Sheriff Department, the Department of Mental Health, Riverside County Regional Medical Center, Riverside County Fire Department/CalFire, and the former Executive Director of the Inland Counties EMS Agency. After evaluating the bid response, reference checks, and an interview with the Abaris Group, the Evaluation Committee unanimously feels the Abaris Group is well qualified to perform the required services.

Through contract negotiations, and obtaining a Best and Final price Offer from the Abaris Group, they reduced their cost from \$488,875 to \$470,125, a saving of \$18,850 to the County. The evaluation committee verified that the Abaris Group offered the County the same low rate as other agencies in the United States.

REVIEW/APPROVAL: Purchasing and County Counsel concur with this request.

PROFESSIONAL SERVICE AGREEMENT

for

Emergency Medical Services "EMS" Consulting Services

between

COUNTY OF RIVERSIDE

and

HCS, Incorporated, d/b/a the Abaris Group



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This Agreement, made and entered into this 20th day of November, 2012, by and between HCS, Incorporated, d/b/a the Abaris Group, (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONSULTANT shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of five pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page.

1.2 CONSULTANT represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONSULTANT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONSULTANT affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONSULTANT agrees it can properly perform this work at the prices stated in Exhibit B. CONSULTANT is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONSULTANT's performance under this Agreement does not operate as a release of CONSULTANT's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective from November 20, 2012 through July 1, 2015, renewable in one year increments, unless terminated earlier. CONSULTANT shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONSULTANT for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONSULTANT shall not exceed four hundred seventy thousand one hundred twenty five dollars (\$470,125) 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 CONSULTANT's expenses related to this Agreement.

3.2 No price increases will be permitted during the term of this Agreement. All price decreases (for example, if CONSULTANT offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONSULTANT shall be paid only in accordance with an invoice submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONSULTANT only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Department of Public Health

P.O. Box 7849

Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-99029-002-06/13); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices for maintenance, upgrades, and web hosting shall be rendered annually in advance.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONSULTANT in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONSULTANT for additional payment related to this Agreement shall be made in writing by the CONSULTANT within 30 days of when the CONSULTANT has or shall have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONSULTANT. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONSULTANT pursuant to the claim. Nothing in this section shall excuse the CONSULTANT from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 90 days written notice served upon the CONSULTANT stating the extent and effective date of termination.

5.2 COUNTY may, upon thirty (30) days written notice, terminate this Agreement for CONSULTANT's default, if CONSULTANT refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONSULTANT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONSULTANT's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONSULTANT'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 CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

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

6. Ownership/Use of Contract Materials and Products

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

6.2 The Software Products represent licensed works of the CONSULTANT and its suppliers and are provided for use to the COUNTY under the following software licensing terms. The COUNTY shall not make any reproductions, copies, or electronic transmittals of any portion of the Software Products, including but not limited to any program files, configuration files, system files, instruction manuals, screen captures, user's manuals, on-line help files, or any other materials, without the prior written consent of the CONSULTANT; except that the COUNTY, solely for its internal archival or backup purposes, may make network system backups of the installed system, and a single backup copy of the installation disks provided by the CONSULTANT. The COUNTY shall install the Software Products in a fashion as provided and allowed by the CONSULTANT based on the components acquired. The COUNTY may not distribute, rent, sub-license, relicense, resell, or lease the Software Products, including translating, decompiling, disassembling, or creating derivative works. The COUNTY may not reverse-engineer any part of the Software Products. The COUNTY shall not remove or alter any copyright notices or other proprietary notices of the CONSULTANT or its suppliers contained in any part of the Software Products. The provisions of this section shall survive the termination of this Agreement.

7. Conduct of Contractor

7.1 The CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONSULTANT's performance under this Agreement. The CONSULTANT further covenants that no person or subcontractor having any such interest shall be employed or retained by CONSULTANT under this Agreement. The CONSULTANT agrees to inform the COUNTY of all the CONSULTANT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONSULTANT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONSULTANT is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONSULTANT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

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

8.2 CONSULTANT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONSULTANT's performance under this Agreement at any time upon reasonable notice to CONSULTANT.

9. Independent Contractor

The CONSULTANT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONSULTANT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONSULTANT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONSULTANT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONSULTANT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONSULTANT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONSULTANT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONSULTANT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONSULTANT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONSULTANT agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONSULTANT; and COUNTY shall in no way be responsible to CONSULTANT for other entities' purchases.

14. Non-Discrimination

CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONSULTANT shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONSULTANT's costs related to this Agreement. All such books, documents and records shall be maintained by CONSULTANT for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONSULTANT shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONSULTANT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONSULTANT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONSULTANT shall not use such information for any purpose other than carrying out the CONSULTANT's obligations under this Agreement. The CONSULTANT shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONSULTANT and the COUNTY each recognize that each has and will have information including, but not limited to data and products (collectively "Information"), which are valuable, special and unique assets of their respective organizations. The CONSULTANT and the COUNTY agree that neither party will at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any Information of the other party, to any third party, without the prior written consent of the other party. Both the CONSULTANT and the COUNTY shall protect the Information of the other party and treat it as strictly confidential.

17. Administration/Contract Liaison

The COUNTY Emergency Medical Service Director, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONSULTANT in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Rick Hai

CONSULTANT

The Abaris Group
5390 Stonehurst Drive
Martinez, CA 94553
Attn: Mike Williams

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONSULTANT agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call (916) 657-0529. CONSULTANT shall also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

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

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

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

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT 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 CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

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

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

8) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONSULTANT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONSULTANT receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONSULTANT 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 CONSULTANT.

23.4 CONSULTANT shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONSULTANT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONSULTANT warrants that it has good title to all materials or products used by CONSULTANT or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONSULTANT in the CONSULTANT's performance under this Agreement, including, if stated in the Agreement, providing the CONSULTANT with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONSULTANT shall comply with all applicable Federal, State and local laws and regulations. CONSULTANT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONSULTANT shall comply with the more restrictive law or regulation.

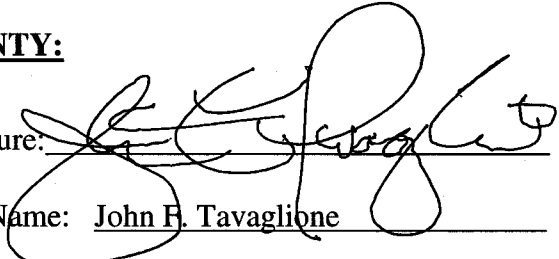
23.9 CONSULTANT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONSULTANT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

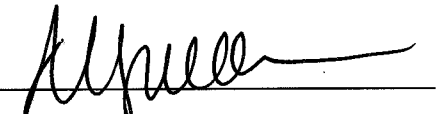
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Signature: 
Print Name: John F. Tavaglione
Title: Chairman, Board of Supervisors
Dated: NOV 20 2012

CONSULTANT:

Signature: 
Print Name: Mike Williams
Title: President
Dated: 11/09/12

FORM APPROVED COUNTY COUNSEL
BY:  11/13/12
NEAL R. KIPNIS DATE


ATTEST:
KECIA HARPER-JHEM, Clerk
By: 
DEPUTY

EXHIBIT A**A. DEFINITIONS**

1. "REMSA" refers to Riverside Emergency Medical Services Agency, the Riverside County regulatory agency for all pre-hospital patient care service and state authorized programs such as Trauma.
2. "EMS" refers to Emergency Medical Services.
3. "PSAPs" refers to Public Safety Answering Points.
4. "EMT" refers to Emergency Medical Technician.
5. "EOAs" refers to Exclusive Operating Areas.
6. "PRCs" refers to Prehospital Receiving Centers.
7. "STEMI" refers to ST Elevation Myocardial Infarction
8. "IFTs" refers to Interfacility Transports.
9. "CCTs" refers to Critical Care Transports.
10. "ALS" refers to Advanced Life Support.
11. Blended hourly rates include all CONSULTANT expenses related to performance of the agreement.

B. SCOPE OF SERVICE

- 1.0 CONSULTANT shall conduct a comprehensive review of the County EMS delivery system and to make recommendations that are based on industry benchmarks, evidence based medicine and best practice. Perform all work in accordance with Request for Proposal (RFP) (HSARC-249) requirements, CONSULTANT's bid submission, and response to clarification questions. The CONSULTANT is aware that it will make recommendations that are financially sustainable including a thorough review of the economics of Riverside County. CONSULTANT shall provide an analysis to include use of CONSULTANT's expertise with Fire Department/Agency (FIRE) based, and public/private two-tiered EMS systems.
- 2.0 CONSULTANT shall conduct a comprehensive assessment using a qualitative and quantitative approach.
 - 2.1 The qualitative approach shall include interviews with key stakeholders, focus groups of homogenous bodies (i.e. FIRE first response with focus groups by zone) and through "town-hall" style meetings listed in the 13 workshops planned for this project.
 - 2.2 The quantitative approach, the CONSULTANT shall acquire data on EMS demand and responses/transports and evaluate the geographical nature of this demand and on current performance against national, state, and the Riverside County EMS Agency (REMSA) standards.
- 3.0 Phase One Project Goals/Objectives:
 - 3.1 Evaluate the COUNTY EMS system and develop recommendations for system improvements to optimize patient outcomes within a feasible and stable cost/funding model. The CONSULTANT shall provide recommendations for system design to assure optimal care, optimized resource allocations, and financial sustainability. The recommendations shall be data and industry referenced and shall provide extensive details to allow REMSA to completely carry out the report's recommendations.
 - 3.2 Evaluate and understand the economics of Riverside County as it relates to the cost and funding of the EMS system. CONSULTANT shall provide a comprehensive review of the economics (i.e., cost, revenue, demographics and forecasts, etc.) of Riverside County including payer mix today and forecasts including the impact of Health Reform. A side-by-

side analysis shall be provided of similar sized counties in the state and their capabilities for comparison purposes.

- 3.3 Develop an EMS Transportation Plan that optimizes patient outcomes within a feasible and stable cost/funding model. CONSULTANT shall develop an EMS Transportation Plan that demonstrates optimized patient care and outcomes and assures a stable and sustainable cost and revenue base. CONSULTANT shall recommend a system quality indicator, cost and revenue dashboard that will be framed on Key Performance Indicators (KPIs) and thus allow REMSA and system stakeholders up-to-date access to the systems performance. A side-by-side analysis shall be provided of similar sized counties in the state and their capabilities and KPIs for comparison purposes.
 - 3.4 Develop a comprehensive Scope of Work (SOW) that can be used for the County ambulance service contract. CONSULTANT shall develop a comprehensive SOW to be melded into the EMS transportation provider contracts to assure a progressively improved and adherent provider's performance to the approved final approved recommendations of the EMS Transportation Plan.
 - 3.5 Engage EMS stakeholders including but not limited to; cities, EMS provider agencies, tribes, hospitals, education and training institutions, skilled nursing facilities, law enforcement, mental health, emergency medical care committee, field personnel, special districts and community service areas in the evaluation process and the development of recommendations for system improvements. CONSULTANT shall use a comprehensive stakeholder input process to include any stakeholder group who desires input into the final plan and recommendations adherent to the plan. CONSULTANT shall interview at a minimum, one hundred (100) stakeholders including participants of focus groups. In addition, a series of eight (8) additional regional "town-hall" meetings are planned with stakeholders to assure another access portal to input into this important study to be coordinated with REMSA.
 - 3.6 CONSULTANT shall assist REMSA to prepare and present preliminary and final findings and plans to the Board of Supervisors on or before by March 4, 2014.
- 4.0 Phase One Project Services to be completed by December 10, 2013:
- 4.1 CONSULTANT shall provide System Analysis and Recommendations for Improvement - perform a comprehensive review of the Riverside County EMS system that includes evaluation, analysis and benchmarking compared to optimal EMS industry practices and standards. Provide recommendations for improvement. Specific phase one components of the EMS system review shall include but not be limited to:
 - 4.1.1 Public Access;
 - 4.1.2 EMS Communications and dispatching processes and technology including the need for common communications and feasibility of a unified Fire/EMS dispatch center;
 - 4.1.3 EMS First Response including the feasibility of Advanced Emergency Medical Technician (AEMT) programs as it relates to Fire based EMS;
 - 4.1.4 EMS transportation and ambulance exclusive/non-exclusive operating areas;
 - 4.1.5 Advanced Life Support Programs both first responder and transport;
 - 4.1.6 Continuous Quality Improvement and Medical Accountability;
 - 4.1.7 Data collection, reporting, hardware, software and funding;
 - 4.1.8 Operational integration and cooperative relationships of system participants;
 - 4.1.9 Medical equipment and supplies;
 - 4.1.10 EMS Education and training;
 - 4.1.11 Patient Satisfaction and Stakeholder Customer Service;

- 4.1.12 EMS performance measures including methodology for critical time intervals (i.e. dispatch processing times, response times) within a two tier ALS system (Fire and Transport).
- 4.2 Perform a comprehensive economic review of Riverside County related to current EMS system costs and funding with comparison and contrast to other EMS systems of similar economic base.
- 4.3 Develop and prioritize EMS system improvement recommendations based upon the results of the evaluations;
- 4.4 Generate feasible and stable financial model options to support EMS system improvements and opportunities to optimize the cost effectiveness of the EMS system;
- 4.5 Develop a new EMS transportation plan inclusive of:
 - 4.5.1 Recommend ambulance Exclusive Operating Areas (EOAs) based upon maximizing operational efficiency and delivery of EMS patients to definitive care;
 - 4.5.2 Compare and contrast existing and recommended EOA design with other comparable medical transportation delivery systems;
 - 4.5.3 Evaluate and recommend zone based response time models;
 - 4.5.4 Analyze and develop models for exclusivity for: 1) 9-1-1 calls only and/or 2) 9-1-1 and Interfacility Transports (IFTs), including Critical Care Transports (CCTs);
 - 4.5.5 Financial data modeling of current and expected revenue potentials for recommended EOAs. Financial modeling should include anticipated funding sources and revenue projections based upon the Riverside County payer mix.
- 4.6 Develop a scope of work that can be utilized as the basis for County ambulance service contracts pursuant to the EMS transportation plan;
 - 4.6.1 Evaluate and recommend the inclusion of first responder support agreements and public/private partnership agreements as system enhancements.
- 5.0 Phase Two Project Services to be completed by July 1, 2015:
 - 5.1 Additional System Analysis – building upon the results of the phase one evaluation, continue review of the EMS system that includes evaluation, analysis, and benchmarking compared to optimal EMS industry practices/standards and emerging opportunities for community based medical services. Specific phase two components of the EMS system review shall include but not be limited to:
 - 5.1.1 Disaster Medical Response;
 - 5.1.2 Injury and illness prevention;
 - 5.1.3 Community education and involvement;
 - 5.1.4 Opportunities for clinical research initiatives;
 - 5.1.5 Opportunities for Community Paramedicine Programs.
 - 5.1.6 The need for specialty care centers (Trauma, STEMI and Stroke) based upon current and projected County growth and demographics.
 - 5.1.7 EMS education and training include opportunities for collaborative education and training including the feasibility of regional EMS continuing education programs at the Ben Clark Public Safety Training Center.
 - 5.2 Postulate the impact of healthcare reform on EMS system funding and recommend strategies that will best prepare Riverside County for the projected impacts and opportunities.
- 6.0 Phase One and Phase Two Project/Total Project Management Responsibilities include but are not limited to the following:

- 6.1 Conduct planning sessions with County staff and develop a detailed draft project plan that includes but is not limited to: project tasks, deliverables, timelines, milestones and resource assignments.
- 6.2 Organize initial meetings to review and formalize: the project management organization, team, group and/or committee make up and participation, the project plan, protocols, lines of communication, and confirm project expectations and goals.
- 6.3 Perform, coordinate and manage all project tasks and activities so that the project deliverables are provided to the EMS Agency for Phase One by December 10, 2013 and for Phase Two by July 1, 2015.
- 6.4 Communicate project status to the EMS Agency during the entire course of the project including immediate updates on issues and action items that may impact project milestones or otherwise place the project at risk.
- 6.5 Obtain approval in writing from the EMS Agency for changes to the project plan which impacts the schedule or deliverables.
- 6.6 Plan and manage the activities of assigned individuals and teams including setting task priorities, activities, meeting plans, action items, coordination of resources, promulgate documents and presentations through a variety of media.
- 6.7 Conduct group and individual meetings to procure stakeholder input and feedback, present and discuss evaluation results, discuss system improvement recommendations, and discuss project related activities, issues, surveys, changes, communications and updates.
- 6.8 Prepare and review status reports of project and budget with EMS Agency staff.
- 6.9 Identify risks to project success proactively; document and communicate with assigned EMS Agency personnel; resolve issues and escalate any unresolved issues as appropriate.
- 6.10 Establish good relationships with stakeholders and staff throughout the project to optimize buy-in to project goals, findings and deliverables.
- 6.11 Develop a communication protocol and effectively communicate with stakeholders and staff during all phases of the project.
- 6.12 Provide project update presentations to Department of Public Health Administration, the Executive Office, County Counsel and the Board of Supervisors as requested by the EMS Agency.
- 6.13 Provide technical and analytical support to the project workgroups, committees, teams and staff.
- 6.14 Work with EMS Agency to identify any equipment or facility needs for project meetings.

7.0 Deliverables:

- 7.1 Project Deliverables for Phase One - the Contractor shall provide the following project deliverables by December 10, 2013:
 - 7.1.1 Within 4 weeks of the contract's start date, provide a detailed project plan that is of sufficient quality to present to the EMS Agency, Department of Public Health (DOPH) Administration and the project steering committee (select stakeholder representatives and County staff).
 - 7.1.2 Organize and chair regular meetings with the EMS Agency, DOPH and Executive Office with an understanding that meetings may be more or less often based on project needs.
 - 7.1.3 Organize and moderate meetings with the steering committee and stakeholder group(s) with an understanding that meetings may be more or less often based on project needs.

- 7.1.4 Update the project plan regularly and distribute the updates to the EMS Agency and the steering committee.
 - 7.1.5 Update and submit the project plan and status report to the EMS Agency and steering committee at least two business days in advance of the steering committee meetings.
 - 7.1.6 Complete the EMS system evaluation and generate a detailed report of findings for the EMS Agency by December 10, 2013.
 - 7.1.7 Complete an EMS system recommendations document with prioritized system enhancements and financial impact models for the EMS Agency by December 10, 2013.
 - 7.1.8 Complete an EMS Transportation Plan for the EMS Agency by December 10, 2013.
 - 7.1.9 Complete a detailed Scope of Work (SOW) that can be utilized by the EMS Agency for the County ambulance service contract by December 10, 2013.
- 7.2 Project Deliverables for Phase Two - the contractor shall provide the following deliverables:
- 7.2.1 Establish a schedule, organize and chair regular meetings with the EMS Agency with an understanding that meetings may be more or less often based on project needs.
 - 7.2.2 Establish a schedule, organize and moderate meetings with the steering committee and stakeholder group(s) with an understanding that meetings may be more or less often based on project needs.
 - 7.2.3 Establish and update the project plan regularly and distribute the updates to the EMS Agency and the steering committee.
 - 7.2.4 Update and submit the project plan and status report to the EMS Agency and steering committee at least two business days in advance of the steering committee meetings.
 - 7.2.5 Complete phase two the EMS system evaluation and generate a detailed report of findings for the EMS Agency by July 1, 2015.
 - 7.2.6 Complete phase two EMS system recommendations document with prioritized system enhancements and financial impact models for the EMS Agency.
 - 7.2.7 Complete a 10 year EMS System Strategic Plan for the EMS Agency designed to continuously improve the EMS system and optimize patient outcomes within a feasible cost model by July 1, 2015.

**EXHIBIT B
PAYMENT PROVISIONS**

Labor Category	Blended Hourly Rate	Required Hours to Complete Phase 1 Section 3.0 and 4.0	Required Hours to Complete Phase 2 Section 5.0	Required Hours to Complete "Deliverables" Phase 1	Required Hours to Complete "Deliverables" Phase 2	Total hours required to Complete the Project
Project Director - Mike Williams	\$275.00	250	105	125	75	555
Senior Consultant - William Bullard	\$225.00	225	75	75	45	420
Senior Consultant - Ken Riddle	\$225.00	125	75	75	25	300
Senior Consultant/GIS - Chuck Baucom	\$225.00	125	75	75	20	275
VP/Economist - Juliana Boyle	\$250.00	100	75	75	75	325
Senior Researcher - Mark Zocchi	\$55.00	75	75	50	25	225
Intern - Amanda Grady	These hours are included at no additional cost	75	75	50	50	250
Total		\$204,750.00	\$102,375.00	\$102,000.00	\$61,000.00	\$470,125.00