

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

657



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
May 12, 2014

**SUBJECT:** Approve and execute the agreements with Willdan Homeland Solutions for the development of the Multi-Patient Management Plan for the Riverside County Department of Public Health [all districts] [Total cost \$89,770]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the professional service agreement with Willdan Homeland Solutions, in the total amount of \$89,770; and,
2. Authorize the County Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement and the total cost through February 28, 2015.

**BACKGROUND:**

**Summary**

Riverside County is in need of a multi-patient management plan (MPMP) to manage large numbers of patients during multiple casualty incidents (MCIs) that could occur anywhere throughout the county. (continued on page 2)

*Susan D. Harrington*  
Susan Harrington, MS, RD, Director  
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0.00	\$ 89,770	\$ 89,770	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

**SOURCE OF FUNDS:** 100% funded by federal grants through the State Homeland Security Grant Program  
Budget Adjustment: No  
For Fiscal Year: 14/15

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

APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: June 3, 2014  
xc: Public Health, Purchasing

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

FORM APPROVED COUNTY COUNSEL  
BY: *NEAL R. KIPNIS* DATE  
Departmental Concurrence

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approve and execute the agreements with Willdan Homeland Solutions for the  
development of the Multi-Patient Management Plan for the Riverside County Department of Public  
Health [all districts] [Total cost \$89,770]**

**DATE: May 12, 2014**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

Growth in County population, addition of specialty care and EMS receiving hospitals, improvements in countywide communications infrastructure as well as recent changes to statewide medical mutual aid processes necessitate updating County MCI management capabilities. An effective MPMP will enhance our abilities to communicate effectively with responders and hospitals, will coordinate response efforts to treat people in a timely manner and will ultimately optimize patient care during disasters.

Due to the massive response area, population growth, and rapid economic development, the multi-patient management plan is an essential element of managing large numbers of patients during multiple casualty incidents (MCIs).

It is essential that the multi-patient management plan meets the specific needs of Riverside County and can be used in conjunction with the California Public Health and Medical Emergency Operations Manual (EOM), the Public Health and Medical Annex (EF-8), the Riverside County Public Health and Medical Emergency Operations Plan (EOP), and the Riverside County Emergency Medical Services Policy Manual.

**Impact on Citizens and Businesses**

This project aims to improve the distribution of large numbers of patients during multiple casualty incidents (MCIs) that could occur anywhere throughout the county. There is no negative impact on citizens or businesses in the County of Riverside.

**Contract History and Price Reasonableness**

The Purchasing Department solicited a competitive bid (RFP#HSARC-278) for a Multi-Patient Management Plan on February 7, 2014. The RFP notification was emailed to fifteen companies and advertised on publicpurchase.com. Purchasing received two responsive bids for evaluation. The bids ranged in price from \$74,250 and \$102,062. The bids were reviewed and evaluated by an evaluation committee that consisted of representatives from the Riverside County Emergency Medical Services Agency (one representative) and Public Health Emergency Preparedness and Response (two representatives). The evaluation committee evaluated and scored the two proposals based on the evaluation criteria outlined in the RFP; and found Willdan Homeland Solutions to be the most responsive/responsible bidder with much more experience and expertise for this critical plan. At the Best and Final Offer phase of the procurement process, Willdan Homeland Solutions came back with an offer to lower their total cost by \$3,382 which brought the total for the project to \$98,680. Through continued efforts during the Best and Final Offer phase, the Purchasing Department was able to negotiate an additional \$8,910 in cost concessions with Willdan Homeland Solutions to bring the total down to \$89,770. The evaluation committee recommended the award be given to Willdan Homeland Solutions as the most responsive/responsible bidder for the required services.

**PROFESSIONAL SERVICE AGREEMENT**

for

**RIVERSIDE COUNTY EMERGENCY MANAGEMENT SERVICES AGENCY**

**MULTI-PATIENT MANAGEMENT PLAN**

between

**COUNTY OF RIVERSIDE**

and

**WILLDAN HOMELAND SOLUTIONS**



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This Agreement, made and entered into 1<sup>st</sup> day of July 2014, by and between Willdan Homeland Solutions, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

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

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

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

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

**2. Period of Performance**

2.1 This Agreement shall be effective from July 1, 2014 through February 28, 2015, unless terminated earlier. CONTRACTOR shall commence performance effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed eighty nine thousand seven hundred seventy dollars (\$89,770) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (Multi-Patient Management Plan) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

County of Riverside Community Health Agency

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-99039-001-02/15); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, 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 CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

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

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

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

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

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

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

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

**7. Conduct of Contractor**

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



7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

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

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

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

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

**11. Disputes**

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

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

**12. Licensing and Permits**

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

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

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

**15. Records and Documents**

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

**16. Confidentiality**

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

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

**17. Administration/Contract Liaison**

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

**18. Notices**

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

**COUNTY OF RIVERSIDE**

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

**CONTRACTOR**

Willdan Homeland Solutions  
Attn: Jim Bailey  
2401 E. Katella Avenue, Suite 220  
Anaheim, CA 92806

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://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. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

## **22. Insurance**

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

### **A. 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.

### **B. 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 CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### **C. Vehicle Liability:**

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

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives,

prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

### **23. General**

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

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



terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

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

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

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

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

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

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

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

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for

a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

**COUNTY:**

Signature: Jeff Stone  
Print Name: Jeff Stone  
Title: Chairman, Board of Supervisors  
Dated: JUN 08 2014

**CONTRACTOR:**

Signature: James E. Bailey  
Print Name: James E. Bailey  
Title: President and CEO  
Dated: 5/13/14

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS [Signature]  
DATE

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

CONTRACTOR shall provide the County of Riverside Emergency Management Services Agency Multi-Patient Management Plan based on the followings:

1. Assessment:
  - 1.1 Research and report the benefits of developing a multi patient management plan, and identify any model plans that are currently in place.
  - 1.2 Evaluate the medical mutual aid capability of Riverside County with all bordering jurisdictions. This should include the collection and review of bordering jurisdiction's plans and operational procedures for congruency and integration opportunities.
    - 1.2.1 San Bernardino, Inyo, and Mono Counties (ICEMA)
    - 1.2.2 Orange County
    - 1.2.3 San Diego County
    - 1.2.4 Imperial County
    - 1.2.5 Los Angeles County
  - 1.3 Audit current communication systems, and identify potential ways to standardize communication methods to ensure interoperability among system participants both within and outside the operational area (OA). This is should also include statewide medical mutual aid communication systems.
  - 1.4 Evaluate Riverside County's current methods for patient care documentation and tracking.
  - 1.5 Assess the overall operational capabilities of the current MHOAC Program to respond to MCIs. Identify both the strengths and weaknesses.
  - 1.6 Identify the resources needed to establish an effective operational response from the MHOAC Program during MCI's. Examples should include, but not limited to the following:
    - 1.6.1 Dispatch capability.
    - 1.6.2 Radio communications.
    - 1.6.3 Response vehicles.
  - 1.7 Research and report the need for additional policies, training and infrastructure to include the use of the following resources in the event of a declared disaster and or localized medical emergency:
    - 1.7.1 Alternate care Sites (ACS).
    - 1.7.2 Field Treatment Sites (FTS).
    - 1.7.3 Disaster Medical Support Unit (DMSU).
    - 1.7.4 Disaster Medical Assistance Team (DMAT).
    - 1.7.5 Points of Distribution (POD's) - CHEMPAKS.
    - 1.7.6 Medical/Health COMM.
  - 1.8 Analyze the ability of Riverside County Hospitals and EMS Providers to maintain continuity of medical care during a sudden surge of patients in the event of a large scale incident.
  - 1.9 Research and report the benefits of participating in the National Disaster Medical System (NDMS).

2. Standards:
  - 2.1 The multi-patient management plan must meet the standards of the following by reference or incorporation:
    - 2.1.1 California Public Health and Medical Emergency Operations Manual (EOM)
    - 2.1.2 Public Health and Medical Annex (EF-8)
    - 2.1.3 Riverside County Public Health and Medical Emergency Operations Plan (EOP)
    - 2.1.4 Riverside County Emergency Medical Services Policy Manual
    - 2.1.5 NIMS
    - 2.1.6 SEMS
    - 2.1.7 FIRESCOPE, Field Operations Guide
  - 2.2 Develop prerequisite competency levels for all EMS personnel who will be functioning under the MPMP:
    - 2.2.1 Working knowledge of NIMS.
    - 2.2.2 Working knowledge of SEMS.
    - 2.2.3 Working knowledge of ICS.
    - 2.2.4 Successful completion of HAZ-MAT Awareness.
    - 2.2.5 Working knowledge of Start Triage.
    - 2.2.6 Working knowledge of FIRESCOPE, Field Operations Guide.
    - 2.2.7 Working knowledge of the Riverside County Emergency Medical Services Policy Manual.
  - 2.3 Develop requirements for Continuing Education of the system participants that will function under the MPMP:
    - 2.3.1 Annual training must consist of the following:
    - 2.3.2 Scenario based exercises.
    - 2.3.3 Preparedness planning.
    - 2.3.4 Management of the incident.
    - 2.3.5 Safe and efficient triage, treatment, and transportation.
    - 2.3.6 De-escalation of the incident.
  - 2.4 Develop a Medical Health Supervisor accreditation program that will provide education/training for individuals that fulfill leadership positions as defined within the MPMP:
    - 2.4.1 Module based training.
    - 2.4.2 Ambulance Strike Team Leader (ASTL).
    - 2.4.3 Medical Task Force (MTF).
    - 2.4.4 NIMS 300/400.
3. Design and Development:
  - 3.1 Identify the Roles and Responsibilities for each of the following:
    - 3.1.1 EMS Providers
      - 3.1.1.1 BLS and ALS
      - 3.1.1.2 Ground and Air
      - 3.1.1.3 Emergency and non-emergency
    - 3.1.2 Fire
    - 3.1.3 Law Enforcement

- 3.1.4 OES
  - 3.1.5 MHOAC Program
  - 3.1.6 RDMHC Program
  - 3.2 Develop an organizational chart to fit the needs and standards of Riverside County, and a create job action sheet for each position.
  - 3.3 Create a Standard Operating Guideline (SOG) for the Medical and Health Communications Center that outlines their roles and responsibilities. This includes utilizing the Medical/health COMM as the single point of coordination for all patient in a large-scale event.
  - 3.4 Establish a communication matrix that is specifically designed for hospitals in the event of a declared disaster. Examples should include, but not limited to the following:
    - 3.4.1 Communications systems
      - 3.4.1.1 Radio
      - 3.4.1.2 Reddinet
      - 3.4.1.3 Live Process
      - 3.4.1.4 First Watch
      - 3.4.1.5 CAHAN
    - 3.4.2 HAvBED
    - 3.4.3 Surge levels
    - 3.4.4 Patient distribution based on level of response
  - 3.5 Develop a precise method for the delivery of emergency notifications. Types of notifications should include the following:
    - 3.5.1 Advisory
    - 3.5.2 Activation and cancellation of advisories
    - 3.5.3 Alert
    - 3.5.4 Activation and cancellation of alert
    - 3.5.5 Level of response
  - 3.6 Develop a plan to streamline the process of tracking patients in a timely manner.
  - 3.7 Develop a Medical Health Supervisor Field Operations Guide (FOG).
  - 3.8 Develop response levels with specific activation criteria and definition for each of the followings:
    - 3.8.1 Level 1
    - 3.8.2 Level 2
    - 3.8.3 Level 3
    - 3.8.4 Level 4
    - 3.8.5 Level 5
  - 3.9 Establish a predetermined greater alarm response system for large scale incidents, and create standard dispatch orders.
4. Implementation and Evaluation:
- 4.1 Develop a guide and tool kit for all EMS system participants to use that will assist with the implementation of a multi-patient management plan.
  - 4.2 Develop a set of system metrics that can be used by the EMS Agency to review the overall quality and effectiveness of the multi-patient management plan.

- 4.3 Develop recommendations for periodic evaluation and continuous improvement of the multi-patient management plan.
5. Performance and Timeline:
  - 5.1 Consultant shall plan and conduct planning meetings with EMS Agency staff on a bi-monthly basis or as needed.
  - 5.2 Consultant shall submit all completed assessments by August 30, 2014
  - 5.3 Consultant shall complete and deliver the Preliminary (Draft) Plan by October 30, 2014, and will include:
    - 5.3.1 Executive Summary
    - 5.3.2 Research and Assessment Summary Report
    - 5.3.3 Design and Development Summary Report
    - 5.3.4 Implementation and Evaluation Summary Report
    - 5.3.5 Multi-Patient Management Plan (Draft)
  - 5.4 Consultant shall complete and deliver the Final Plan by December 30, 2014, and will include:
    - 5.4.1 Executive Summary
    - 5.4.2 Research and Assessment Summary Report
    - 5.4.3 Design and Development Summary Report
    - 5.4.4 Implementation and Evaluation Summary Report
    - 5.4.5 Multi-Patient Management Plan (Final)
    - 5.4.6 Consultant will provide a minimum of three (3) train-the-trailers sessions to familiarize system participants with the multi-patient management plan.
  - 5.5 Consultant shall develop and maintain a master project plan including all timelines and documents.

**EXHIBIT B  
PAYMENT PROVISION**

Labor Category (list name and title of resources required to complete the project)	Blended Hourly Rate	Required Hours to Complete Sections 1 and Section 5.2 (Phase 1)	Required Hours to Complete Sections 2, 3, 4 and Section 5.3 (Phase 2)	Required Hours to Complete Sections 2, 3, 4 and Section 5.4 (Phase 3)	Required Hours to Complete Section 5.5 (On-Going)	Total hours required to Complete the Project
Mike Hooper, Project Manager	\$143.86	10				10
Sara Van Der Capellen, Plan Writer	\$91.37	115	568	108	36	863
Denise Davis, Subject Matter Expert	\$100.07		25	25		50
Shadi Kia, Administrative Assistant	\$67.83		42	24		66
<b>Total Amount</b>		<b>\$11,946</b>	<b>\$57,248</b>	<b>\$13,997</b>	<b>\$3,289</b>	<b>\$89,770</b>

1. Payment to contractor will occur after each phase is completed and accepted by the County.
2. Payment for all phases (1, 2, & 3) will include on-going hours of completed work for Section 5.1 and Section 5.5.
3. Total amount not to exceed \$89,770 to complete the project.